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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New  
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Document ID # \_\_\_\_\_  
 Correction of PTO Error  
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Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

Assignment  License  
 Security Agreement  
 Merger  
 Change of Name  
 Other \_\_\_\_\_

Effective Date  
Month Day Year  
December 7, 2000



12-29-2000

U.S. Patent & TMO/TM Mail Rept Dt. #67

**Conveying Party**

Mark if additional names

Name Burly Bear Network, Inc.

Execution Date  
Month Day Year

December 7, 2000

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

**Receiving Party**

Mark if additional names of receiving parties attached

Name Constellation Venture Capital, L.P.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 575 Lexington Avenue

Address (line 2) New York, New York 10022

Address (line 3) \_\_\_\_\_

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached  
 Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

01/12/2001 MTHAI1 00000154 75817052

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 200.00 DP

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

**Correspondent Name and Address**

Area Code and Telephone Number 212-309-6982

Name Adam R. Agensky, Esq.

Address (line 1) Morgan, Lewis & Bockius LLP

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

# 4

**Trademark Application Number(s) or Registration Number(s)**

**Trademark Application Number(s)**

**Registration Number(s)**

75/817,052      75/817,055

2,183,937

75/867,550      75/868,767

2,140,273

75/867,524      75/867,049

76/029,122

**Number of Properties** Enter the total number of properties involved. # 9

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 240.00

Method of Payment: Enclosed  Deposit Account \_\_\_\_\_

(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes  No \_\_\_\_\_

**Statement and Signature**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

Margaret A. Delacruz  
Name of Person Signing

  
Signature

December 29, 2000  
Date Signed

ASSIGNMENT OF SECURITY INTEREST

(TRADEMARKS)

WHEREAS, Burly Bear Network, Inc., a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 3-A, which trademarks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Constellation Venture Capital, L.P., (the "Assignee"), under that certain Senior Secured Credit Agreement dated as of December 7, 2000, by and among Assignor and the Lenders, as such agreement may be amended, modified or restated from time to time, and Assignor has entered into a Security Agreement (the "Agreement") in favor of the Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement.

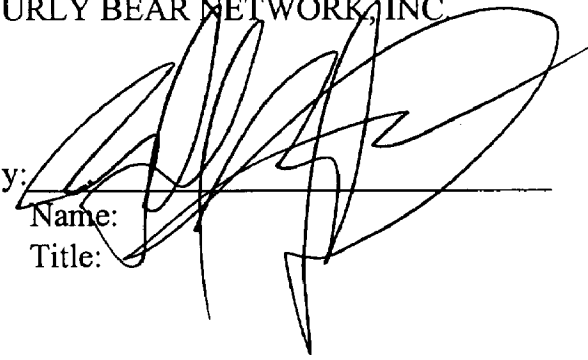
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 575 Lexington Avenue, New York, NY 10022.

IN WITNESS WHEREOF, Assignor has caused this Assignment for Security (Trademarks) to be duly executed by its officer thereunto duly authorized as of the 7<sup>th</sup> day of December, 2000.

BURLY BEAR NETWORK, INC

By:   
Name:  
Title:

SCHEDULE 3-A TO ASSIGNMENT OF SECURITY INTEREST

TRADEMARKS

I. Pending Applications

Trademark/Service Application for "Laarr's Lounge" - Notice of Publication Under 12 (a), publication date October 24, 2000, Serial No. 75/817,052.

Trademark/Service Application for "Stripped Down" - Notice of Publication Under 12 (a), with a publication date of October 17, 2000, Serial No. 75/817,055.

Trademark/Service Application for "Press Junky" - Filing Receipt for Trademark Application received, Filing date December 10, 1999, Principal Register, Serial No. 75/867550. Office Action dated June 2, 2000 received requesting: Amendment of Recitation of Services, New Specimens, and Proper form of declaration. Response to Office Action dated June 30, 2000 sent to Richard S. Donnell, Trademark Examining Attorney from the Grantor, which amended recitation of services, supplied new specimens, and provided proper form of declaration.

Trademark/Intent to Use Application for "Day In The Life" - Filing Receipt for Trademark Application received, Filing date December 10, 1999, Principal Register, Serial No. 75/867767. Office Action dated June 2, 2000 received requesting: Amendment of Recitation of Services, New Specimens, and Proper form of declaration. Response to Office Action dated June 30, 2000 sent to Richard S. Donnell, Trademark Examining Attorney from the Grantor, which amended recitation of services, supplied new specimens, and provided proper form of declaration. Trademark/Service Application for "Burlyvision" - Notice of Publication Under 12 (a), with a publication date of October 10, 2000, Serial No. 75/867,524.

Trademark/Service Application for "Shuffle" - Serial No. 75/867049, Action No. 2 dated October 4, 2000, received, which suspends action on this application until Examining Attorney can determine whether the cited registration will be canceled or expire.

Trademark/Service Application for the Burly Bear Network logo trademark - Filing Receipt for Trademark Application received, Filing date April 19, 2000, Principal Register, Serial No. 76/029122.

II. Registrations

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
"Half Baked"	Registration No. 2,183,937	Issued August 25, 1998
	Serial Number 75/325,405	Filed July 16, 1997
"Burly Bear Network"	Registration No. 2,140,273	Issued March 3, 1998
	Serial Number 75/168,526	Filed August 19, 1996

1-NY/1227955

U.S. Trademarks

Registrations

Trademark	Registration No.	Issue Date
HALF BAKED	2,183,937	August 25, 1998
BURLY BEAR NETWORK	2,140,273	March 3, 1998

Applications

Trademark	Application No.	Filing Date
LAARR'S LOUNGE	75/817,052	October 6, 1999
STRIPPED DOWN	75/817,055	October 6, 1999
PRESS JUNKY	75/867,550	December 10, 1999
DAY IN THE LIFE	75/868,767	December 10, 1999
BURLYVISION	75/867,524	December 10, 1999
SHUFFLE	75/867,049	December 10, 1999
BURLY BEAR NETWORK & Design	76/029,122	April 19, 2000