

05-14-2001

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

101715821

S. 3.01

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

**Submission Type**

New

Resubmission Document ID #  (Non-Recordation)

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Change of Name  Effective Date  
Month Day Year

Other  GRANT OF TRADEMARK SECURITY INTEREST

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Equity Marketing, Inc.  Execution Date  
Month Day Year 04/24/2001

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Delaware

**Receiving Party**

Mark if additional names of receiving parties attached

Name  Bank of America, N.A., as Secured Party

DBA/AKA/TA

Composed of

Address (line 1)  Fifth Avenue Plaza

Address (line 2)  800 Fifth Avenue

Address (line 3)  Seattle  Washington  98104-3185  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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. (Designation must be a separate document from Assignment).

05/11/2001 DBYRNE 00000252 75411405

70:431 40.00 UP

70:440 275.00 UP

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**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

213-430-7267

Name

Michael J. Neary

Address (line 1)

O'Melveny & Myers LLP

Address (line 2)

400 South Hope Street

Address (line 3)

Los Angeles, California 90071-2898

Address (line 4)

**Pages**

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

#

4

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

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

75/411,405

75/910,814

2,066,507

2,109,882

2,155,697

75/439,652

75/761,450

2,088,849

2,152,432

75/233,174

2,161,051

2,260,733

**Number of Properties**

Enter the total number of properties involved.

#

12

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

315.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

500639

Authorization to charge additional fees:

Yes

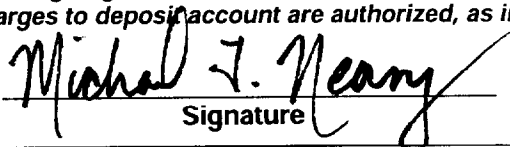
No

**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.

Michael J. Neary

Name of Person Signing



Signature

05/03/01

Date Signed

## GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST**, dated April 24, 2001 is delivered pursuant to and supplements the Security Agreement, dated April 24, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among **EQUITY MARKETING, INC.**, a Delaware corporation ("**Grantor**" or "**Company**"), the other Grantors named therein, and **BANK OF AMERICA, N.A.**, as Secured Party. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

**WHEREAS, GRANTOR** owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS, GRANTOR**, has entered into a Credit Agreement dated as of April 24, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and Bank of America, N.A., as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Company may from time to time enter, or may from time to time have entered, into one or more Swap Contracts (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Rate Exchangers**"); and

**WHEREAS**, pursuant to the terms of the Security Agreement, Grantor has agreed to assign for collateral purposes and grant to Secured Party a perfected security interest in, all of such Grantor's right, title and interest in, and Secured Party has agreed to become a secured creditor with respect to, among other things, the Trademark Collateral;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby assigns for collateral purposes and grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia,

tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

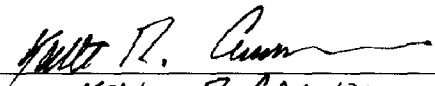
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 24th day of April, 2001.

**EQUITY MARKETING, INC.**

By:   
Name: KENT R. CRANDALL  
Title: TREASURER

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Registered Trademarks:**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Equity Marketing, Inc.	EQUITY MARKETING (Design Only)	2,066,507	06/03/97
Equity Marketing, Inc.	EQUITY PROMOTIONS (AND DESIGN)	2,088,849	08/19/97
Equity Marketing, Inc.	EQUITY TOYS	2,161,051	05/26/98
Equity Marketing, Inc.	HEADLINERS	2,109,882	10/28/97
Equity Marketing, Inc.	TUB TINTS	2,152,432	04/21/98
Equity Marketing, Inc.	WORLDWIDE PIN REGISTRY (AND DESIGN)	2,260,733	07/13/99
Equity Marketing, Inc.	YOU'LL KNOW THEM WHEN YOU SEE THEM	2,155,697	05/05/98

**Trademarks Pending:**

<u>Applicant</u>	<u>United States Trademark Description</u>	<u>Application Number</u>	<u>Filing Date</u>
Equity Marketing, Inc.	HEADLINERS IN THE CREASE	75/411,405	12/29/97
Equity Marketing, Inc.	HEADLINERS XL	75/439,652	02/24/98
Equity Marketing, Inc.	POWERPOPS	75/233,174	01/29/97
Equity Marketing, Inc.	SUSTAINABLE HEAT	75/910,814	02/05/00
Equity Marketing, Inc.	WEB AND WIN	75/761,450	7/27/99