

07-03-2001

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OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mercantile National Bank

- Individual(s)
- General Partnership
- Corporation-State **California**
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Release and Reassignment**
- Merger
- Change of Name

Execution Date: **May 30, 2001**

2. Name and address of receiving party(ies)

Name: **Harvey Comics, Inc.**

Internal Address:

Street Address: **11835 W. Olympic, Suite 550**

City: **Los Angeles** State: **CA** Zip: **90064**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **New York**
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
74/375,080
74/376,222
74/388,922

B. Trademark Registration No.(s)
722,259
879,116
794,827

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Sidley Austin Brown & Wood**

Internal Address: **Attn.: Kim Bernstein**

Street Address: **555 W. Fifth Street**

40th Floor

City: **Los Angeles** State: **CA** Zip: **90013**

6. Total number of applications and registrations involved: **18**

7. Total fee (37 CFR 3.41).....\$ **465**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Kimberly A. Bernstein
Name of Person Signing

Kimberly A. Bernstein
Signature

June 15, 2001
Date

Total number of pages including cover sheet, attachments, and document: **16**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

6.18.01

Handwritten notes and stamps in the bottom left corner.

Attachment
to
Recordation Form Cover Sheet

Continuation of Item No. 4B:

Trademark Registration No. (s)

722259
879116
794827
722258
756109
756106
1180114
1410490
1178067
756107
722261
730456
720703
756105
722254

SECURITY INTEREST RELEASE AND REASSIGNMENT

THIS SECURITY INTEREST RELEASE AND REASSIGNMENT, dated as of May 30, 2001, is made by Mercantile National Bank (the "Lender").

WHEREAS, Harvey Comics, Inc., a New York corporation ("Grantor") has previously granted to Lender a security interest in the trademarks (the "Collateral") underlying the liens described on Schedule A attached hereto;

WHEREAS, Grantor has repaid all of its obligations owing to Lender and secured by the security interests in the Collateral; and

WHEREAS, Lender agrees to hereby release and discharge its security interest in the Collateral and to reassign the Collateral to Grantor.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. The Lender hereby releases and discharges its security interests in the Collateral.
2. The Lender hereby reassigns, grants and conveys to the Grantor all of its right, title and interest in and to the Collateral.

IN WITNESS WHEREOF, the Lender has caused this Security Interest Release and Reassignment to be executed and delivered by its duly authorized officer as of the date set forth above.

MERCANTILE NATIONAL BANK

By: *Shanda B. Strode*
Name: *Shanda B. Strode*
Title: *vice president*



PATENT AND TRADEMARK OFFICE
RELEASE

LA1 350650v2

ACKNOWLEDGMENT OF LENDER

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

On the 30th day of May, 2001, before me, Betty Surratt, Notary Public personally appeared shanda B. Strode, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

Witness my hand and official seal.

Betty Surratt
Notary Public



PATENT AND TRADEMARK OFFICE
RELEASE

LA1 350650v2

SCHEDULE A
to
the Security Interest Release and Reassignment

1. Trademark Collateral Agreement between Mercantile National Bank (grantee) and Harvey Comics, Inc. (grantor), recorded On February 7, 1994 at Reel 1098, Frames 353, in the U.S. Patent and Trademark Office and attached hereto as Exhibit A, with respect to the marks listed on attached Annex I.

PATENT AND TRADEMARK OFFICE
RELEASE

EXHIBIT A
to
the Security Interest Release and Reassignment

See attached.

PATENT AND TRADEMARK OFFICE
RELEASE

TRADEMARK
REEL: 002322 FRAME: 0726

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BABY HUEY THE BABY GIANT	722,259	10/03/81
BUNNY	879,116	10/21/89
CASPER THE FRIENDLY GHOST	794,827	08/24/86
CASPER THE FRIENDLY GHOST	722,258	10/03/81
CASPER'S GHOSTLAND AND ALL HIS FRIENDS	758,109	09/03/83
HERMAN AND KATNIP	758,108	09/03/83
HOT STUFF	1,180,114	12/01/81
LITTLE DOT	1,410,400	09/23/88
LITTLE LOTTA	1,178,067	11/17/81
NIGHTMARE THE GALLOPING GHOST and Design	758,107	09/03/83
PLAYFUL LITTLE AUDREY	722,261	10/03/81
RICHIE RICH THE POOR LITTLE RICH BOY	730,466	04/24/82
RICHIE RICH THE POOR LITTLE RICH BOY	720,703	08/29/81
THE GHOSTLY TRIO	758,105	09/03/83
WENDY THE GOOD LITTLE WITCH	722,254	10/03/81

TRADEMARK

REEL 1098 FRAME 354

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
HARVEY CLASSICS	74/375,080	04/01/83
HARVEY COMICS	74/378,222	04/05/83
NEMESIS	74/388,922	05/07/83

TRADEMARK COLLATERAL AGREEMENT

THIS TRADEMARK COLLATERAL AGREEMENT ("Agreement") is made as of this 27th day of October, 1993, by and between CITY NATIONAL BANK, a national banking corporation ("Lender"), and HARVEY COMICS, INC., a New York corporation ("Grantor").

W I T N E S S E T H:

WHEREAS, Borrower and Lender have entered into that certain Revolving Loan and Security Agreement dated as of the date hereof pursuant to which Lender has agreed to loan Borrower up to the principal sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (the "Loan") (as the same may from time to time be amended, supplemented or modified, the "Loan Agreement"). Capitalized terms not otherwise defined shall have the same meaning as set forth in the Loan Agreement.

WHEREAS, Grantor has agreed to grant to Lender a first priority security interest in substantially all of its assets to secure the payment of all amounts owing under the Loan Agreement, and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has mortgaged, pledged and granted to Lender a lien on any security interest in all right, title and interest of Grantor in, to and under all of Grantor's Trademarks (as defined in the Loan Agreement) whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks to secure the payment of all amounts owing under the Promissory Note.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Interest in Trademarks. To secure the complete and timely satisfaction of all of the "Secured Obligations" (as defined in the Loan Agreement), Grantor hereby grants, assigns and conveys to Lender a security interest in Grantor's trademarks, trademark registrations, service marks, service mark registrations, tradenames, and trademark and service mark applications, including, without limitation, the trademarks, service marks and applications listed on Schedule A attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world,

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and (e) all of the goodwill of Grantor's business connected with and symbolized by the trademarks, service marks, tradenames or other items described in clauses (a)-(d) (all of the foregoing trademarks, trademark registrations, service marks, service mark registrations, tradenames and applications, together with the items described in clauses (a)-(e), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

2. Restrictions on Future Agreements. Other than as permitted under the MCA Agreement (as defined in the Loan and Security Agreement), Grantor agrees that until the Secured Obligations shall have been satisfied in full, Grantor will not, without Lender's prior written consent, enter into any agreement other than in normal course which is inconsistent with Grantor's obligations under this Agreement, and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

3. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the trademarks and service marks (whether registered or not), and applications for trademarks or service marks now owned by Grantor. If, before the Secured Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any new trademark, service mark, or tradename, or (ii) become entitled to the benefit of any trademark or service mark application, or trademark or service mark registration, the provisions of paragraph 1 above shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Agreement by amending Schedule A, as applicable, to include any future trademarks, service marks, registrations of any of the above, trademark applications, service mark applications, and tradenames which are Trademarks, as applicable, under paragraph above or under this paragraph 3 (collectively "Future Rights") Grantor agrees to execute all documents necessary to record or preserve Lender's interest in all Trademarks added to Schedule A pursuant to this paragraph 3. In addition, Grantor shall instruct the attorney prosecuting or filing any such Future Rights on behalf of Grantor to take all necessary steps to perfect Lender's security interest in said Future Rights.

4. Term. The term of the assignment of the interests granted herein shall extend until the earlier of (i) the expiration, abandonment or disclaimer, as the case may be, of each of the respective Trademarks assigned hereunder, or (ii) the date on which the Secured Obligations have been satisfied in full.

5. Grantor's Right to Use Trademarks. Until the occurrence of and during the continuation of an "Event of Default" (as defined in the Promissory Note and the Loan Agreement) unless

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such Event of Default has been waived by the Lender, Grantor reserves the exclusive right, subject to Lender's security interest, to own and use the Trademarks. Grantor agrees to undertake all necessary acts to maintain and preserve the Trademarks, including, but not limited to, filing affidavits of use and incontestability, where applicable, under §§ 8 and 15 of the Lanham Act (15 U.S.C. §§ 1058, 1065), filing renewal applications and initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Grantor in its Trademarks. Other than in the normal course, Grantor agrees not to sell or assign any interest in, or grant any licenses under, the Trademarks without the prior written consent of Lender which consent will not be unreasonably withheld. From and after the occurrence of an Event of Default and upon notice by Lender to Grantor, Grantor's exclusive rights to own and use the Trademarks as set forth in this paragraph 5 shall terminate forthwith, to be reinstated only if and when such event is cured or waived, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Grantor's records concerning the Trademarks may be located.

6. Reassignment to Grantor. Upon satisfaction of all [Secured Obligations], Lender shall execute and deliver to Grantor all releases, deeds, assignments and other instruments as may be necessary or proper to reinvest in Grantor full title to the Trademarks, subject to any disposition thereof, after an Event of Default, which may have been made by Lender pursuant hereto or pursuant to the [Subsidiary Security Agreement.]

7. Duties of Grantor. During this term of this Agreement, Grantor shall have the duty (i) to prosecute diligently any trademark or service mark application of the Trademarks pending as of the date hereof or thereafter; (ii) to make application on the Grantor's trademarks and service marks, as is appropriate in the Grantor's good faith judgment, and (iii) to use its best efforts to preserve and maintain all rights in Trademarks and in trademark and service mark applications and trademark and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by the Grantor. In any suit to enforce any Trademark, Lender shall, at the expense and request of Grantor, join, to the extent necessary, as a plaintiff and do any and all lawful acts and execute any and all proper documents reasonably required by Grantor in connection with such suit. GRANTOR SHALL NOT ABANDON ANY RIGHT TO FILE OR PRESERVE ANY MATERIAL TRADEMARK APPLICATION, SERVICE MARK APPLICATION OR TRADEMARK WITHOUT THE CONSENT OF LENDER, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

TRADEMARK

REEL 1098 FRAME 357

8. Lender's Right to Sue. At any time after the occurrence and during the continuance of an "Event of Default" (as defined in the Promissory Note and the Security Agreement), Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this paragraph 8.

9. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under Loan Documents (as defined in the Guaranty) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

12. Cumulative Remedies; Effect on Loan Agreement. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Documents (as defined in the Guaranty) or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender or any other lender under the Loan Documents (as defined in the Guaranty) but rather is intended to facilitate the exercise of such rights and remedies.

13. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender and its nominees, successors and assigns.

14. Governing Law. This Assignment has been executed and delivered in California, and shall be governed by and construed in accordance with the laws of the State of California.

15. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Guaranty or the Subsidiary Security Agreement, the provisions contained therein shall govern and control, to the extent of such conflict or inconsistency.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

HARVEY COMICS INC.

By: [Signature]

Its: CFO

Agreed and Accepted as of this 27th day of October, 1993

CITY NATIONAL BANK

By: [Signature]

Its: [Signature]

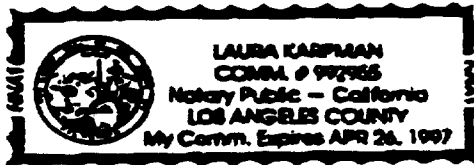
TRADEMARK

REEL 1098 FRAME 359

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 5th day of November in the year 1993 before me, Laura Kaplan, a Notary Public of said State, duly commissioned and sworn, personally appeared Grea Yulish, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as CEO on behalf of the corporation therein and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.



Laura Kaplan
Notary Public in and
for said State

TRADEMARK

REEL 1098 FRAME 360

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BABY HUEY THE BABY GIANT	722,259	10/03/61
BUNNY	879,118	10/21/69
CASPER THE FRIENDLY GHOST	794,827	08/24/65
CASPER THE FRIENDLY GHOST	722,258	10/03/61
CASPER'S GHOSTLAND AND ALL HIS FRIENDS	756,109	09/03/63
HERMAN AND KATNIP	756,108	09/03/63
HOT STUFF	1,180,114	12/01/81
LITTLE DOT	1,410,490	09/23/86
LITTLE LOTTA	1,178,067	11/17/81
NIGHTMARE THE GALLOPING GHOST and Design	756,107	09/03/63
PLAYFUL LITTLE AUDREY	722,261	10/03/61
RICHIE RICH THE POOR LITTLE RICH BOY	730,458	04/24/82
RICHIE RICH THE POOR LITTLE RICH BOY	720,703	08/29/61
THE GHOSTLY TRIO	756,105	09/03/63
WENDY THE GOOD LITTLE WITCH	722,254	10/03/61

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
HARVEY CLASSICS	74/375,080	04/01/93
HARVEY COMICS	74/376,222	04/05/93
NEMESIS	74/388,922	05/07/93

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RECEIVED
PATENT AND TRADEMARK
OFFICE

REEL 1098 FRAME 361
TRADEMARK

ANNEX I
to
Schedule A to the Security Interest Release and Reassignment

Trademark	Registration No. or Serial No.
1. Baby Huey The Baby Giant	722259
2. Bunny	879116
3. Casper The Friendly Ghost	794827
4. Casper The Friendly Ghost	722258
5. Casper's Ghostland and all his friends	756109
6. Herman and Katnip	756106
7. Hot Stuff	1180114
8. Little Dot	1410490
9. Little Lotta	1178067
10. Nightmare the Galloping Ghost	756107
11. Playful Little Audrey	722261
12. Richie Rich the poor little rich boy	730456
13. Richie Rich the poor little rich boy	720703
14. The Ghostly Trio	756105
15. Wendy the Good Little Witch	722254
16. Harvey Classics	74/375080
17. Harvey Comics	74/376222
18. Nemesis	74/388922

PATENT AND TRADEMARK OFFICE
RELEASE

**Attachment
to
Recordation Form Cover Sheet**

Continuation of Item No. 4B:

Trademark Registration No. (s)

722259

879116

794827

722258

756109

756106

1180114

1410490

1178067

756107

722261

730456

720703

756105

722254