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07-19-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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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):

CRAVE ENTERTAINMENT GROUP, INC.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 29, 2001

2. Name and address of receiving party(ies)

Name: HELLER FINANCIAL, INC., as Agent

Internal Address: Attn: Dwayne Coker

Street Address: 500 W. Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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) **SEE ATTACHED**

B. Trademark Registration No.(s) **SEE ATTACHED**

Additional number(s) attached Yes No

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

Name: Latham & Watkins

Internal Address: Attn: Veronica Ng

Street Address: 633 West Fifth Street

Suite 4000

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 3.41) \$ 540.00

- 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.

J. Luis Farias

Name of Person Signing

Signature

July 12, 2001

Date

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

11

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

TRADEMARK REEL: 002331 FRAME: 0105

07/19/2001 HELLER 00000009 75-3064 145-00 OP 500.00 OP

RECORDATION FORM COVER SHEET

1. Additional Conveying Parties:

Crave Entertainment, Inc.
SVG Distribution, Inc.

4.A Trademark Application Numbers:

75/430,241
75/419,476
75/419,475
75/430,236
75/419,474
75/855,660
76/056,447
76/056,449
76/190,178
76/190,177
76/219,501
76/056,448
76/109,614
75/926,178
76/247,798
76/247,799
76/248,117
75/893,019

4.B. Trademark Registration Numbers:

2,217,428
2,423,401
2,433,797

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 29th day of June, 2001, by Crave Entertainment Group, Inc., a California corporation ("Holdings"), SVG Distribution, Inc., a California corporation ("SVG"), and Crave Entertainment, Inc., a California corporation ("Crave" and together with SVG, "Borrowers", and together with SVG and Holdings, "Grantors") in favor of Heller Financial, Inc., a Delaware corporation, in its capacity as Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantors, Grantee and Lenders are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantors have granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in each Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Each Grantor warrants and represents to Grantee that:

- (i) Each Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by such Grantor not to sue third persons, other than Permitted Encumbrances;
- (ii) Each Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and
- (iii) Each Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Grantor agrees that until Grantors' Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, such Grantor shall not sell, assign (by operation of law or otherwise) or otherwise dispose of, license out to third parties on an exclusive basis or grant any option with respect to any of the Collateral or the assets of any Loan Party or any Subsidiary its interest in, or other than as permitted under Section 7.3(A) of the Loan Agreement and each Grantor further agrees that it shall 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 Grantee under this Agreement.

5. Product Quality. Each Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of such Grantor certifying such Grantor's compliance with the foregoing. Upon the occurrence of an Event of Default, each Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantors under the Trademarks.

6. New Trademarks. If, before Grantors' Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, any Grantor shall (i) become aware of any existing Trademarks of which such Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and such Grantor shall give to Grantee prompt written notice thereof. Each Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Duties of Grantor. Each Grantor shall, as reasonably deemed appropriate by such Grantor (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by such Grantor and (iii) ensure that the Trademarks are and remain enforceable.

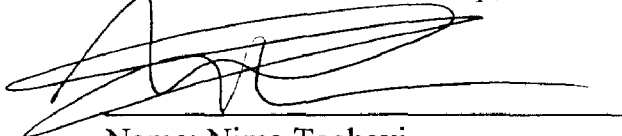
8. Grantee's Right to Sue. After the occurrence and during the continuation of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, each Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Grantee upon the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantors' true and lawful attorney-in-fact, with power to (i) endorse Grantors' name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantors' Obligations shall have been paid in full and the Loan Agreement has been terminated. Each Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantors.

10. Certain Exclusions from Grant of Security Interest. Until such time as Grantee has given notice to a Grantor during an Event of Default, anything herein or in the Loan Agreement to the contrary notwithstanding, the security interest granted herein and therein shall not extend to, and the term "Trademark" herein and "Collateral" in the Loan Agreement shall not include, any right, title or interest of any Grantor in any item otherwise constituting a Trademark that is now or hereafter held by such Grantor as licensee, solely in the event and to the extent that: (a) such Grantor's right, title or interest in and to such item would be forfeited or would become void, or if such Grantor would be deemed to have breached, violated or defaulted the underlying license or agreement, (b) such restriction shall be effective and enforceable under applicable law, and (c) such forfeiture, voidness, breach, violation or default cannot be remedied by such Grantor using its best efforts (but without any obligation to make any material expenditures of money or commence legal proceedings without the request of Grantee); provided, however, that the grant of security interest herein and in the Loan Agreement shall extend to any and all proceeds of such item.

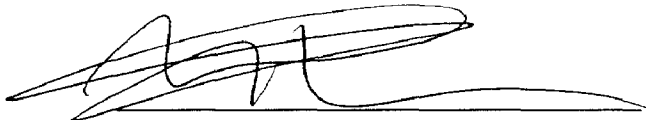
IN WITNESS WHEREOF, each Grantor has duly executed this Trademark Security Agreement as of the date first written above.

Crave Entertainment Group, Inc.




Name: Nima Taghavi
Title: Chief Executive Officer

SVG Distribution, Inc.



Name: Nima Taghavi
Title: Chief Executive Officer

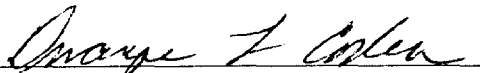
Crave Entertainment, Inc.



Name: Nima Taghavi
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

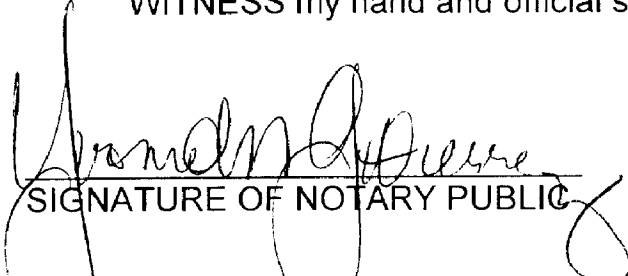
HELLER FINANCIAL, INC., as Agent

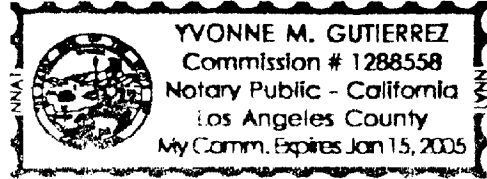
By: 
Its: Vice President

STATE OF CALIFORNIA)
)
) SS
COUNTY OF LOS ANGELES)

On June 29, 2001 before me, Yvonne M. Gutierrez, Notary Public, personally appeared Nima Taghavi, 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 executed the same in his authorized capacity of Chief Executive Officer of Crave Entertainment Group, Inc., and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

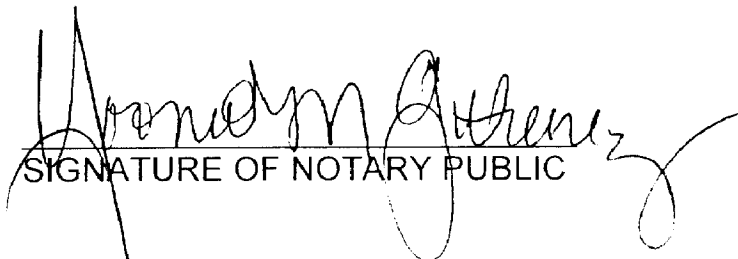

SIGNATURE OF NOTARY PUBLIC

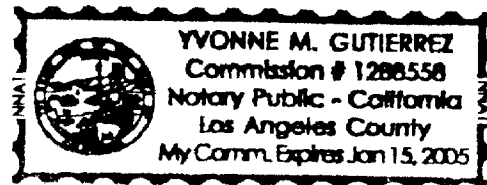


STATE OF CALIFORNIA)
)
) SS
COUNTY OF LOS ANGELES)

On June 29, 2001 before me, Yvonne M. Gutierrez, Notary Public, personally appeared Nima Taghavi, 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 executed the same in his authorized capacity of Chief Executive Officer of SVG Distribution, Inc., and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

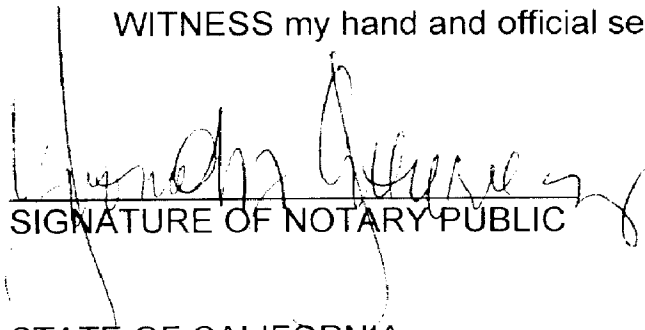

SIGNATURE OF NOTARY PUBLIC



STATE OF CALIFORNIA)
)
) SS
COUNTY OF LOS ANGELES)

On June 29, 2001 before me, Yvonne M. Gutierrez, Notary Public, personally appeared Nima Taghavi, 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 executed the same in his authorized capacity of Chief Executive Officer of Crave Entertainment Inc., and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

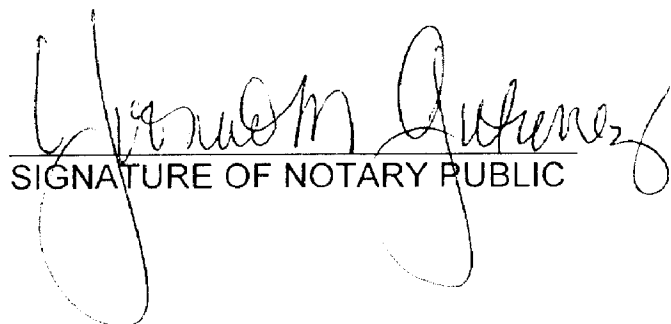

SIGNATURE OF NOTARY PUBLIC

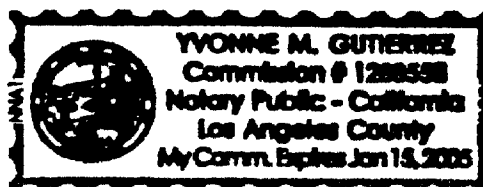


STATE OF CALIFORNIA)
)
) SS
COUNTY OF LOS ANGELES)

On June 29, 2001 before me, Yvonne M. Gutierrez, Notary Public, personally appeared Dwayne L. Coker, 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 executed the same in his authorized capacity of Vice President of Heller Financial, Inc. and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal


SIGNATURE OF NOTARY PUBLIC



SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Crave Entertainment, Inc.	CRAVE ENTERTAINMENT in International Class 9 U.S. Classes 21, 23, 26, 36, 38	2,217,428	1/12/99
Crave Entertainment, Inc.	AEROWINGS in International Class 9 U.S. Classes 21, 23, 26, 36, 38	2,423,401	1/23/01
Crave Entertainment, Inc.	SHADOW MADNESS in International Class 9 U.S. Classes 21, 23, 26, 36, 38	2,433,797	3/6/01

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Crave Entertainment, Inc.	CRAVE ENTERTAINMENT in International Class 9 U.S. Classes 21, 23, 26, 36, 38	75/430,241	2/6/98
Crave Entertainment, Inc.	CRAVE ENTERTAINMENT in International Class 16 U.S. Classes 2, 5, 22, 23, 29, 37, 38, 50	75/419,476	1/15/98
Crave Entertainment, Inc.	CRAVE ENTERTAINMENT in International Class 28 U.S. Classes 22, 23, 38, 50	75/419,475	1/15/98
Crave Entertainment, Inc.	CRAVE ENTERTAINMENT in International Class 35 U.S. Classes 100, 101, 102	75/430,236	2/6/98
Crave Entertainment, Inc.	CRAVE ENTERTAINMENT in International Class 41 U.S. Classes 100, 101, 107	75/419,474	1/15/98
Crave Entertainment, Inc.	CRAVE GAMES in International Class 9 U.S. Classes 21, 23, 26, 36, 38	75/855,660	1/22/99
Crave Entertainment, Inc.	FIGHT LIKE A MAN in International Class 9 U.S. Classes 21, 23, 26, 36, 38	76/056,447	5/25/00
Crave Entertainment, Inc.	FIGHT LIKE A MAN in International Class 41 U.S. Classes 100, 101, 107	76/056,449	5/25/00
Crave Entertainment, Inc.	GLOBAL OPERATIONS in International Class 9 U.S. Classes 21, 23, 26, 36, 38	76/190,178	1/3/01
Crave Entertainment, Inc.	H2OVERDRIVE in International Class 9 U.S. Classes 21, 23, 26, 36, 38	76/190,177	1/3/01
Crave Entertainment, Inc.	KENGO in International Class 9 U.S. Classes 21, 23, 26, 36, 38	76/219,501	2/28/01
Crave Entertainment, Inc.	KENGO MASTER OF BUSHIDO	76/056,448	5/25/00

Crave Entertainment, Inc.	in International Class 9 U.S. Classes 21, 23, 26, 36, 38 LAS VEGAS TYCOON in International Class 9	76/109,614	8/15/00
Crave Entertainment, Inc.	U.S. Classes 21, 23, 26, 36, 38 TOKYO XTREME RACER in International Class 9	75/926,178	2/24/00
Crave Entertainment, Inc.	U.S. Classes 21, 23, 26, 36, 38 BOUNTY HUNTER in International Class 41	76/247,798	4/26/01
Crave Entertainment, Inc.	U.S. Classes 100, 101, 107 BOUNTY HUNTER in International Class 16	76/247,799	4/26/01
Crave Entertainment, Inc.	U.S. Classes 2, 5, 22, 23, 29, 37, 38, 50 BOUNTY HUNTER in International Class 9	76/248,117	4/26/01
Crave Entertainment, Inc.	U.S. Classes 21, 23, 26, 36, 38 BATTLE REALMS in International Class 9 U.S. Classes 21, 23, 26, 36, 38	75/893,019	1/10/00