07-31-2001

101793207

:ET

U.S. Department of Commerce
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):

Applause, LLC

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
___ Corporation-State of
_X_ Other LIMITED LIABILITY COMPANY, STATE OF DELAWARE

Additional name(s) of conveying party(ies) attached? ___ Yes _x_No

2. Name and Address of receiving party(ies)

Name: GMAC Commercial Credit LLC

Address: 1290 Avenue of the Americas
New York, New York 10104

___ Individual(s) citizenship
___ Association
___ General Partnership
___ Limited Partnership
__Corporation-
_X_ Other LIMITED LIABILITY COMPANY, STATE OF NEW YORK

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 _X_ No

3. Nature of conveyance: 6-14-2001
___ Assignment ___ Merger
_X_ Security Agreement __ Change of Name
___ Other:_____

Execution Date: May 17, 2001

4. Application number(s) or registration number(s): SEE SCHEDULE ATTACHED

A. Trademark Application No.(s) B. Trademark Registration No.:

Additional numbers attached? ___ Yes ___ No

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

Baila H. Celedonia, Esq.

Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas
New York, NY 10036-6799

6. Total number of applications and registrations involved:

15 (SEE SCHEDULE ATTACHED)

390E

7. Total fee (37 CFR 3.41)..... $ 390.00
_x_ Enclosed
Any deficiency is authorized to be charged to Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415
(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.

BAILA CELEDONIA — Name of Person Signing
Baila Celedonia — Signature
6/14/01 — Date

Total number of pages including cover sheet, attachments, and document: 14

Mail to: U.S.Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

BHC/BEM/19331/00/474756.1

SCHEDULE A

Schedule A to a Trademark Assignment of Security Agreement dated as of May 22, 2001, by and between Applause, LLC and GMAC Commercial Credit, LLC.

Mark	Reg. No. or Application No.	Reg. of Country	Class(es)	Status/ Filing Date
Applause	**1,223,558**	**USA**	**28**	**Registered**
Applause & Hand Device	**1,251,348**	**USA**	**42**	**Registered**
Everyone Loves To Get Applause	**1,230,618**	**USA**	**28**	**Registered**
Avanti	**1,339,288**	**USA**	**28**	**Registered**
Cream Puff	**1,161,155**	**USA**	**28**	**Registered**
Baby Things by Dakin	**1,249,114**	**USA**	**28**	**Registered**
Dakin (and design) (bear on triangle)	**1,533,375**	**USA**	**28**	**Registered**
Dakin (and design) (w/ vertical lines)	**1,531,015**	**USA**	**28**	**Registered**
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Dream Pets	**996,868**	**USA**	**28**	**Registered**
Elegante by Dakin	**1,296,550**	**USA**	**28**	**Registered**
Goo Goo	**1,958,537**	**USA**	**28**	**Registered**
Vogue Dolls	**1,158,236**	**USA**	**28**	**Registered**
Nature Puppets	**1,002,900**	**USA**	**28**	**Registered**
[Hand Design]	**1,190,130**	**USA**	**28**	**Registered**

TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made this 17th day of May, 2001 between Applause, LLC, a Delaware limited liability company having its principal place of business at 6041 Variel Avenue, Woodland Hills, CA 91365-4183 (the "Company"), and GMAC Commercial Credit LLC, a New York limited liability company having an office at 1290 Avenue of the Americas, New York, New York 10104 (together with its successors and assigns, "Lender").

WITNESSETH

WHEREAS, the Company desires to obtain loans from Lender pursuant to a certain Accounts Receivable Management and Security Agreement dated contemporaneously herewith , by and between the Company and Lender (hereinafter referred to, together with all riders, exhibits, schedules and amendments thereto, as the "Loan Agreement"); and

WHEREAS, Lender is willing to make loans to the Company from time to time, in Lender's discretion, provided the Company executes this Agreement;

WHEREAS, the Company has contemporaneously herewith, pursuant to the Loan Agreement, granted to Lender a lien upon and security interest in the Company's now existing and hereafter acquired inventory, trade secrets, machinery, equipment, equipment formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the Trademarks (as hereinafter defined);

NOW, THEREFORE, for Ten Dollars ($10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Lender as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the payment and performance of all of the Obligations, the Company hereby grants to Lender a continuing security interest in and lien upon all of the right, title and interest of the Company in the following property, whether now owned or existing or hereafter acquired (collectively, the "Collateral");

a) all trademarks, trade names, trademark registrations, and trademark applications, and all renewals thereof, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), together with all trademarks, trade names, trademark registrations and trademark applications which are hereafter adopted or acquired by the Company, including without limitation all New Marks (as defined below), as well as the goodwill of the Company's business connected with and symbolized by such trademarks, trade names, trademark registrations and trademark applications; and all rights corresponding thereto throughout the world (hereinafter collectively referred to as the "Trademarks");

(b) all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks, including, without limitation, damages and payments for past or future infringements thereof; and

TRADEMARK
REEL: 2335 FRAME: 0834

(c) all Proceeds of the foregoing. "Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code (as defined below), and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Company from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Company from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

3. The Company represents and warrants to Lender that:

(a) each of the registrations for the Trademarks as shown on Schedule A is subsisting and has not been adjudged invalid or unenforceable;

(b) upon filing of this Agreement in the United States Patent and Trademark office (hereinafter "USPTO") against each U.S. Trademark registration and pending application, and the filing of a UCC-1 Financing Statement in compliance with the Uniform Commercial Code ("Code") as in effect in the State(s) of Connecticut covering all general intangibles now owned or hereafter acquired by the Company. Lender will have a legal, valid and perfected lien upon and security interest in the Collateral (other than foreign trademark registrations and trademark applications), enforceable against the Company and all third persons in accordance with its terms;

(c) the Company is not aware of any claim that the use of any of the Trademarks does or may violate the rights of any third person; and

(d) the Company has the unqualified right to enter into this Agreement and to perform its terms.

4. The Company covenants and agrees with Lender that:

(a) The Company owns all beneficial and ownership rights, title and interest in and to all of the Trademarks, including without limitation all applications and registrations listed on Schedule A, and the rights conferred by those applications and registrations.

(b) Except for the interests of licensees under Permitted Licenses (as hereinafter defined), the Company is and will remain the sole and exclusive owner, of the entire right, title and interest in and to the Collateral, free and clear of any liens, charges, claims, rights and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third persons;

(c) The Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will provide Lender quarterly with a certificate to that effect in the form attached hereto as Exhibit 1, executed by an officer of the Company;

(d) The Company will not lower the quality of the products associated with the Trademarks without Lender's prior written consent;

(e) The Company has used, and will continue to use for the duration of this Agreement, required statutory notice in connection with its use of the Trademarks; and

(f) The Company shall not abandon any of the Trademarks without Lender's prior written consent, including, without limitation, by failure to file an affidavit of use with the USPTO during the sixth year of a United States registration as required by law. Company will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Lender immediately if it knows of any reason or has reason to know of any ground under which this result may occur. The Company shall take appropriate action at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with any Permitted Licenses.

5. The Company hereby grants to Lender and Lender's employees and agents, the right to visit the Company' s plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts required by Lender to ensure the Company's compliance with paragraph 4(c) of this Agreement.

6. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, the Company shall not sell any of the Trademarks, grant or assign any security or other interest in any of the Trademarks, or enter into any license agreement with respect to any of the Trademarks other than Permitted Licenses. As used herein, the term "Permitted Licenses" shall mean and include such licenses as Lender may hereafter approve in writing in its sole discretion. The Company shall give to Lender at least twenty (20) days prior written notice of the Company' s intent to enter into a Permitted License, the Trademarks to be the subject of such license, and the terms of such license, and shall provide Lender with a copy of the duly executed license agreement promptly after execution thereof by the Company and the licensee.

7. If, before the Obligations have been satisfied in full and the Loan Agreement has terminated, the Company shall obtain rights to any new trademark or trade names, whether registered or at common law, or become the owner of or entitled to the benefit of any trademark application or trademark registration (collectively, the "New Marks"), the provisions of paragraph 2 hereof shall automatically apply to such New Marks and such New Marks shall automatically become included in the definition of Trademarks. The Company shall give Lender prompt notice of any application to register any New Mark, or the acquisition of any registration for any New Mark in the United States, Canada or the United Kingdom, in writing, but in no event later than sixty (60) days after the filing of the application or the acquisition of the registration of such New Mark; and shall periodically update Schedule A and provide a copy to the Lender of any applications for or registration of New Marks elsewhere in the world.

8. The Company authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are or become Trademarks under Paragraph 2 or Paragraph 7 hereof.

9. The Company agrees to execute and deliver to Lender such further papers and to do such other acts as may be necessary and proper to accomplish the purposes of this Agreement, including without limitation, in order to perfect or continue the perfection of Lender's security interest in all of the Collateral. At any time and from time to time, upon the written request of Lender, Company will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Company also hereby authorizes Lender to file any such financing or continuation statement without the signature of Company to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Lender hereunder, duly endorsed in a manner satisfactory to Lender.

10. Upon or after the occurrence of an Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of New York. Without limiting the generality of the foregoing, Lender may immediately, without notice or demand, each of which the Company hereby waives, collect directly any payments due the Company in respect of the Collateral, including without limitation the right of the Lender under any Permitted Licenses, to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose collecting any and all such moneys due under any Permitted License, whenever payable. Additionally, the Lender may sell at public or private sale or otherwise realize from time to time upon all or, any of the Collateral. Upon the occurrence and continuance of an Event of Default the Lender may also (A) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (B) defend any suit, action or proceeding brought against Company with respect to any Collateral; (C) settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (D) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Company might do. The Company hereby agrees that seven (7) days written notice to the Company of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all brokers' fees, auctioneers' fees and attorneys' fees actually incurred), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as Lender in its sole discretion may determine. All payments received by Company under or in

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connection with any of the Collateral shall be held by Company in trust for Lender, shall be segregated from other funds of Company and shall forthwith upon receipt by Company, be turned over to Lender, in the same form as received by Company (duly indorsed by Company to Lender, if required) and such payments so received by Lender (whether from Company or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of, the Obligations in such order as Lender shall elect. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Lender therefor.

11. The Company hereby irrevocably makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, with full power of substitution, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other person or entity, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other person or entity. The Company 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 all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated. The powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Company for any act or failure to act, except for its own willful misconduct. Concurrently with the execution and delivery hereof, Company is executing and delivering to Lender, in the form of Schedule B hereto, original Powers of Attorney, in sufficient quantities, for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraphs 10 and/or 11 hereof.

12. Any and all fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses, actually incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Company (it being the intent of the Company and Lender that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all governmental fees with respect to the Trademarks) or, if paid by Lender, shall be paid by the Company on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate per annum in effect from time to time under the Loan Agreement. The Company assumes all responsibility and liability arising from the use of the Trademarks, and Company hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Company's operations of its business from the use of the Trademarks.

13. The Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Lender in writing of infringements detected. The Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application for registration in the USPTO or equivalent governmental office outside the United States of registrable but unregistered Trademarks in such jurisdictions, for such goods and services, and at such times as the Company deems necessary in its reasonable business judgment, to file and prosecute opposition and cancellation proceedings as are deemed reasonable and necessary in the Company's reasonable business judgment, to file and prosecute lawsuits to enforce the Trademarks as are deemed reasonable and necessary in the Company's reasonable business judgment, and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company.

14. Lender shall have the right, but shall in no way be obligated, to defend any suit or counterclaim in its own name in order to defend the Trademarks and any license hereunder, in which event the Company shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such defense and the Company shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this paragraph 14.

15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lender may do so in the Company's name or in Lender's name, but at the Company's expense, and the Company agrees to reimburse Lender in full for all expenses, including attorneys, fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

16. No course of dealing between the Company 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 the Loan Agreement 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.

17. All of Lender's rights and remedies with respect to the Collateral, 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.

18. 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 his Agreement in any jurisdiction.

19. Any notice to Lender shall be deemed to have been duly given when deposited in the mail, first class, postage prepaid, addressed to Lender at 1290 Avenue of the Americas, New York, New York 10104, Attention: Loan Administration Department, Mr. Frank Imperato, Vice President. Any notice to Company hereunder shall be deemed to have been duly given

when deposited in the mail, first class postage prepaid, addressed to Company at the address specified in the introductory paragraph of this Agreement.

20. This Agreement is subject to modification only by a writing signed by the parties hereto except as provided in paragraph 8 hereof.

21. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

22. Time is of the essence of this Agreement. No person or entity, other than the parties hereto, shall be deemed to be a beneficiary hereof or have the right to. enforce any of the provisions of this Agreement.

23. This Agreement has been negotiated executed and delivered at and shall be deemed to have been made in New York. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

24. THE COMPANY AND LENDER EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COLLATERAL.

IN WITNESS the execution hereof under seal on the day and year first above written.

APPLAUSE, LLC

By: _____
Title:

Accepted in New York, New York

GMAC COMMERCIAL CREDIT, LLC

By: Frank Imperato
Title: Frank Imperato
Senior Vice President

TRADEMARK
REEL: 2335 FRAME: 0840

STATE OF California

COUNTY OF Los Angeles

BEFORE ME, the undersigned authority, on this day personally appeared Robert Solomon of Applause , LLC, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated , and as the act and deed of said company.

GIVEN UNDER MY AND SEAL OF OFFICE on this 17th day of May 2001.

JEANETTE A. SOCHA
Commission # 1200339
Notary Public - California
Los Angeles County
My Comm. Expires Oct 31, 2002

Jeanette A. Socha
Notary Public
My Commission Expires:

[NOTARIAL SEAL]

STATE OF New York

COUNTY OF New York

BEFORE ME, the undersigned authority, on this day personally appeared Frank Imperato of GMAC COMMERCIAL CREDIT LLC known to me to the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN, UNDER MY HAND AND SEAL OF OFFICE on this 4th day of ~~May~~ June, 2001.

Joan H. Highland
Notary Public
My Commission Expires: 8-5-01

JOAN H. HIGHLAND
Notary Public, State of New York
No. 4984973
Qualified in Putnam County
Certificate filed in New York County
Commission Expires August 5, [redacted]2001

[NOTARIAL SEAL]

Exhibit 1

CERTIFICATE

The undersigned officers of Applause,LLC (the "Company"), DO HEREBY CERTIFY to GMACC Commercial Credit, LLC ("Lender") that the quality of the products associated with the Trademarks listed on Schedule A of the Trademark Security Agreement dated May 17, 2001, between the Company and Lender (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this 17th day of May, 2001.

APPLAUSE, LLC

By:
Title:

SCHEDULE A

Schedule A to a Trademark Assignment of Security Agreement dated as of May 22, 2001, by and between Applause, LLC and GMAC Commercial Credit, LLC.

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[Hand Design]	**1,190,130**	**USA**	**28**	**Registered**

SCHEDULE B

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that Applause, LLC, a limited liability company formed under the laws of Delaware, with its principal office at 6041 Variel, Woodland Hills, California 91365-4183 (hereafter called "Company"), pursuant to a Trademark Security Agreement, dated on or about the date hereof (the "Security Agreement"), hereby appoints and constitutes GMAC Commercial Credit LLC, with offices at 1290 Avenue of the Americas, New York, New York 10104 (hereafter called the "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Company:

1. Assigning, selling or otherwise disposing of all right, title and interest of Company in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Trademark Security Agreement, dated on or about the date hereof, between Company and Lender and may not be revoked until the final payment in full of all Obligations as defined in such Trademark Security Agreement.

Applause, LLC

By: _____
Title: _____

STATE OF California

COUNTY OF Los Angeles ss.:

On this 17th day of May, 2001 before me personally came Robert Solomon, to me known, who, being by me duly sworn, did depose and say that (~~s~~)he is the Chief Executive Officer of Applause, LLC, the limited liability company described in and which executed the foregoing instrument; and that (~~s~~)he signed his (~~her~~) name thereto in like capacity.

Jeanette A. Socha

Notary Public

JEANETTE A. SOCHA
Commission # 1200339
Notary Public - California
Los Angeles County
My Comm. Expires Oct 31, 2002

TRADEMARK
RECORDED: 06/14/2001
REEL: 2335 FRAME: 0845