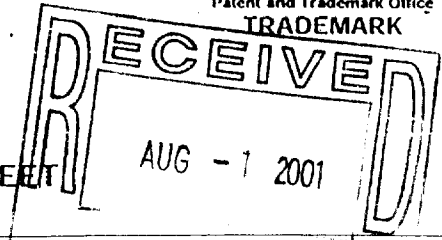


08-08-2001
101804395



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 **08/01/01**

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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.)

FOR OFFICE USE ONLY

08/07/2001 ANMED1 00000078 1725556

01 FC:481 40.00 OP
02 FC:482 150.00 OP

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	1,725,556	1,536,666	1,715,629
<input type="text"/>	<input type="text"/>	<input type="text"/>	1,334,657	1,536,665	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	1,334,656	1,458,267	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Jill M. Pietrini

Name of Person Signing



Signature

7-30-01

Date Signed

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, TV FANFARE PUBLICATIONS, INC., a California corporation ("Pledgor"), now owns or holds and may hereafter acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof (subject, in the case of non-United States Trademarks, to limitations that may be imposed under non-United States law), and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, the Pledgor is a party to a Security and Pledge Agreement dated as of May 12, 2000 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement") between it and Union Bank of California, N.A., as Administrative Agent ("Administrative Agent") (capitalized terms used herein without definition shall have the meanings ascribed to them in the Security Agreement or, if not defined therein, as defined in that certain Loan Agreement between R & R Incorporated, Administrative Agent, Fleet National Bank and IBJ Whitehall Bank & Trust Company dated May 12, 2000);

WHEREAS, in connection with the Security Agreement, Pledgor has granted to Administrative Agent a security interest in certain personal property of Pledgor including, without limitation, all right, title and interest of Pledgor in, to and under all of Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of Pledgor's Secured Obligations (such term being used herein as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does, as security for the Secured Obligations, hereby grant to Administrative Agent a continuing security interest in all of Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being

collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;
- (b) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (c) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Pledgor agrees to deliver updated copies of Schedule A and Schedule B to Administrative Agent at the end of any quarter in which Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and, at Administrative Agent's request, to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Pledgor and Borrower, such further instruments or documents (in form and substance satisfactory to Administrative Agent), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of Administrative Agent, to carry out the provisions and purposes of Article II of the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens of Administrative Agent under the Security Agreement, this Trademark Security Agreement and the other Loan Documents, in the Trademark Collateral or any portion thereof.

Pledgor agrees that if any Person shall do or perform any acts which Administrative Agent reasonably believes constitute an infringement of any Trademark, or violate or infringe any right of Pledgor or Administrative Agent therein or if any Person shall do or perform any acts which Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, Administrative Agent may and shall have the right, while an Event of Default is continuing, to take such steps and institute such suits or proceedings as Administrative Agent may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of Pledgor or in the names of the parties jointly. Administrative Agent hereby agrees to give Pledgor notice of any steps taken, or any suits or proceedings instituted, by Administrative Agent pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Pledgor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to

the security interest in the Trademark Collateral made and granted hereby are subject to, and 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.

This Trademark Security Agreement is made for collateral purposes only. At such time as all of the Secured Obligations (except for indemnity and other contingent obligations other than guarantees) under the Security Agreement shall have been indefeasibly repaid in full and all Commitments shall have terminated, Administrative Agent shall execute and deliver to Pledgor, at Borrower's or Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of Administrative Agent in the Trademark Collateral, subject to any disposition thereof which may have been made by Administrative Agent pursuant to the terms hereof or of the Security Agreement.

Administrative Agent agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur an Event of Default and Administrative Agent gives written notice to Pledgor of its intention to enforce its rights against any of the Trademark Collateral.

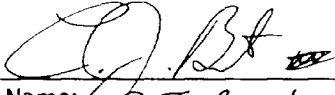
So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Security Agreement and the other Loan Documents to which it is a party, Pledgor may use, license and exploit the Trademark Collateral in any lawful manner.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

[remainder of page intentionally left blank; signatures follow]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be duly executed as of the date first set forth above by its officer thereunto duly authorized.

TV FANFARE PUBLICATIONS, INC., a California corporation

By: 
Print Name: S. J. Bevacqua
Title: Vice President and Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

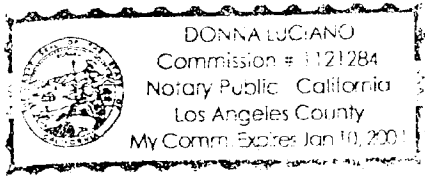
On May 12, 2000 Date

before me, Donna Luciano, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared C. J. Brucato
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Security Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Schedule A to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

Mark	Reg. No.	Reg. Date
SPORTS & SOAPS	1725556	10/20/92
ADCART	1334657	5/7/85
ADCART & Design	1334656	5/7/85
MIC (Stylized)	1536666	4/25/89
MARKET INFORMATION CENTER	1536665	4/25/89
TV MOVIE NEWS	1458267	9/22/87
REGISTER TAPE INTERNATIONAL	1715629	9/15/92

CALIFORNIA STATE TRADEMARK REGISTRATIONS

Mark	Reg. No.	Reg. Date
SPORTS & SOAPS	95125	11/15/91

TRADEMARK LICENSES

None.