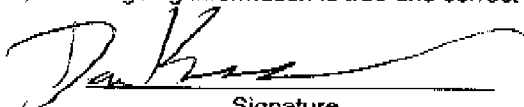


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\Rightarrow \Rightarrow \Rightarrow$	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): eMotion, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State (Delaware) <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>GE Capital Equity Investments, Inc.</u> Internal Address: _____ Street Address: <u>120 Long Ridge Road</u> City: <u>Stamford</u> State: <u>CT</u> Zip: <u>06927</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>September 14, 2001</u>	4. Application number(s) or registration number(s): A. Trademark Application No. (s) _____ B. Trademark Registration No. (s) _____ Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Daniel J. Krasner, Esq.</u> Internal Address: _____ <u>Paul Hastings Janofsky & Walker LLP</u> Street Address: <u>555 S. Flower St., 23rd Fl.</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071</u>	6. Total number of applications and registrations involved: 42 7. Total fee (37 CFR 3.41).....\$ <u>1,065.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>16-0752</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>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.</i> <u>Daniel J. Krasner</u>  <u>Oct. 22, 2001</u> Name of Person Signing Signature Date <small>Total number of pages including cover sheet, attachments, and document: 22</small>		

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

TRADEMARK
REEL: 002354 FRAME: 0976

700008187

Supplemental Page to Recordation Form Cover Sheet – Trademarks Only

2. Name and address of receiving party(ies)

Name: Constellation Venture Capital, L.P.

Internal Address: c/o Bear Stearns Asset Management
Street Address: 575 Lexington Avenue, 10th Floor
City: New York State: New York Zip: 10022
 Limited Partnership (State – Delaware)

Name: Constellation Venture Capital (Offshore), L.P.

Internal Address: c/o Bear Stearns Asset Management
Street Address: 575 Lexington Avenue, 10th Floor
City: New York State: New York Zip: 10022:
 Limited Partnership (State – Cayman Islands)

Name: Chartwell Capital Investors II, L.P.

Internal Address:
Street Address: One Independent Drive, Suite 3120
City: Jacksonville State: Florida Zip: 32202
 Limited Partnership (State – Delaware)

Name: SIB Private Equity, L.P.

Internal Address:
Street Address: 335 Madison Avenue
City: New York State: New York Zip: 10017
 Limited Partnership (State – Delaware)

Name: Global Rights Fund II, L.P.

Internal Address: c/o MQ Services Ltd.
Street Address: Bermuda Commercial Bank Building
44 Church Street
City: Hamilton HM12 State: Bermuda Zip
 Limited Partnership (State – Bermuda)

Supplemental Page to Recordation Form Cover Sheet – Trademarks Only

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

A. Trademark Application No.(s)		B. Trademark Registration No.(s)	
FOOTAGEQUEST	78,032,329	E-MOTION	2,293,190
EMOTION MEDIAPARTNER	78,027,474	EMOTION	2,110,964
POWERING PRODUCTIVITY	76,041,732	POWERING PRODUCTIVITY	2,477,727
POWERING PRODUCTIVITY	76,032,696	MEDIA QUEST	2,472,173
EMOTION	76,032,691	E	2,270,140
EMOTION	76,032,690	CREATIVEPARTNER	2,072,152
EMOTION	76,032,689	CINEBASE	2,340,177
EMOTION	76,041,730	PNI	2,057,596
POWERING PRODUCTIVITY	76,032,686	PNI	2,055,594
POWERING PRODUCTIVITY	76,032,680	PUBLISHER'S DEPOT	2,047,278
EMOTION	76,032,675	PNI	1,973,013
POWERING PRODUCTIVITY	76,032,697	PNI	1,973,012
"M" EMOTION	76,032,692	SEYMOUR	1,960,702
"M" EMOTION	76,032,685	SEYMOUR	1,960,701
"M" EMOTION	76,032,684	FIBERHYDRANT	2,109,564
"M" EMOTION	76,032,683	C CINEBASE	1,924,518
"M" EMOTION	76,032,682		
"M" EMOTION	76,032,681		
GLOBAL BRAND MANAGER	76,023,815		
GLOBAL BRAND MANAGER	76,023,814		
GLOBAL MEDIA PARTNER	76,023,802		
EMOTION	76,041,728		
POWERING PRODUCTIVITY	76,032,698		
EMOTION	76,032,688		
EMOTION	96,032,687		
GLOBAL MEDIA PARTNER	76,023,803		

TRADEMARK SECURITY AGREEMENT

WHEREAS, eMotion, Inc., a Delaware corporation ("Grantor") owns the trademarks, trademark registrations, trademark applications, service marks, service mark registrations and service mark applications listed on Schedule I annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 14, 2001 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor, on the one hand, and GE Capital Equity Investments, Inc., Constellation Venture Capital, L.P., Constellation Venture Capital (Offshore), L.P., Chartwell Capital Investors II, L.P., SIB Private Equity, L.P. and Global Rights Fund II, L.P., on the other hand (each, a "Grantee" and collectively, the "Grantees"), Grantor has granted to Grantees, among other things, a security interest in all of the assets of Grantor including all of the Trademark Collateral (as such term is defined below) to secure the payment of all obligations under that certain Secured Promissory Note, dated September 14, 2001, issued by Grantor in favor of Grantees in the amount of \$500,000, as the same may be amended from time to time (the "Note");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantees a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trade name, trademark registration, trademark application, service mark, service mark registration and service mark application, including, without limitation, the trade names, trademark registrations, trademark applications, service mark registrations and service mark applications referred to in Schedule I annexed hereto and made a part hereof, (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (E) all of Grantor's rights corresponding thereto throughout all the world; and

(2) all products and proceeds of the foregoing, including, without limitation, license royalties and proceeds of any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, trademark registration, trademark application, service mark, service mark registration and service mark application including, without limitation, the trade names, trademark registrations,

trademark applications, service mark registrations and service mark applications referred to in Schedule 1 annexed hereto and made a part hereof, the trademark registrations and service mark registrations issued with respect to the trademark applications and service mark applications referred in Schedule 1 and the trademarks and service marks licensed under any trademark or service mark license, or (b) injury to the goodwill associated with any trademark, trademark registration, service mark, service mark registration, or trademark or service mark licensed under any trademark or service mark license.

This security interest is granted in conjunction with the security interests granted to Grantees pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantees with respect to the security interest in the Trademark Collateral made and 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 14th day of September, 2001.

EMOTION, INC.

By: [Signature]
Name: Jeff Harw
Title: CFO

Acknowledged:

GE CAPITAL EQUITY INVESTMENTS, INC.

By: _____
Name: _____
An authorized officer

CONSTELLATION VENTURE CAPITAL, L.P.

By: _____
Name: _____
An authorized officer

CONSTELLATION VENTURE CAPITAL (OFFSHORE), L.P.

By: _____
Name: _____
An authorized officer

CHARTWELL CAPITAL INVESTORS II, L.P.

By: _____
Name: _____
An authorized officer


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 14th day of September, 2001.

EMOTION, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

GE CAPITAL EQUITY INVESTMENTS, INC.

By: 
Name: *Marina Reale, Vice President*
An authorized officer

CONSTELLATION VENTURE CAPITAL, L.P.

By: _____
Name: _____
An authorized officer

CONSTELLATION VENTURE CAPITAL (OFFSHORE), L.P.

By: _____
Name: _____
An authorized officer

CHARTWELL CAPITAL INVESTORS II, L.P.

By: _____
Name: _____
An authorized officer

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 14th day of September, 2001.

EMOTION, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

GE CAPITAL EQUITY INVESTMENTS, INC.

By: _____
Name: _____
An authorized officer

CONSTELLATION VENTURE CAPITAL, L.P.

By: *Clifford H. Friedman*
Name: **GENERAL PARTNER**
An authorized officer

CONSTELLATION VENTURE CAPITAL (OFFSHORE), L.P.

By: *Clifford H. Friedman*
Name: **GENERAL PARTNER**
An authorized officer

CHARTWELL CAPITAL INVESTORS II, L.P.

By: _____
Name: _____
An authorized officer

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 14th day of September, 2001.

EMOTION, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

GE CAPITAL EQUITY INVESTMENTS, INC.

By: _____
Name: _____
An authorized officer

CONSTELLATION VENTURE CAPITAL, L.P.

By: _____
Name: _____
An authorized officer

CONSTELLATION VENTURE CAPITAL (OFFSHORE), L.P.

By: _____
Name: _____
An authorized officer

CHARTWELL CAPITAL INVESTORS II, L.P.

By: Mindy Ramirez
Name: _____
An authorized officer

SIB PRIVATE EQUITY, L.P.

By: 
Name: GREER BAXTER
An authorized officer

GLOBAL RIGHTS FUND II, L.P.

By: _____
Name: _____
An authorized officer

SIB PRIVATE EQUITY, L.P.

By: _____

Name:

An authorized officer

GLOBAL RIGHTS FUND II, L.P.

By: *Gordon R. Powell*

Name:

An authorized officer

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT**Trademarks**

<u>Serial No.</u>	<u>Registration No.</u>
75295346	2293190 E-MOTION
74552588	2110964 EMOTION
76032695	2477727 POWERING PRODUCTIVITY
75714132	2472173 MEDIA QUEST
75249619	2270140 E
74556413	2072152 CREATIVEPARTNER
75550608	2340177 CINEBASE
75148689	2057596 PNI
75148123	2055594 PNI
75015824	2047278 PUBLISHER'S DEPOT
74688758	1973013 PNI
74688757	1973012 PNI
74422450	1960702 SEYMOUR
74422449	1960701 SEYMOUR
74713663	2109564 FIBERHYDRANT
74495190	1924518 C CINEBASE

Trademark Applications

78032329 FOOTAGEQUEST
 78027474 EMOTION MEDIAPARTNER
 76041732 POWERING PRODUCTIVITY
 76032696 POWERING PRODUCTIVITY
 76032691 EMOTION
 76032690 EMOTION
 76032689 EMOTION
 76041730 EMOTION
 76032686 POWERING PRODUCTIVITY
 76032680 POWERING PRODUCTIVITY
 76032675 EMOTION
 76032697 POWERING PRODUCTIVITY
 76032692 "M" EMOTION
 76032685 "M" EMOTION
 76032684 "M" EMOTION
 76032683 "M" EMOTION
 76032682 "M" EMOTION
 76032681 "M" EMOTION
 76023815 GLOBAL BRAND MANAGER
 76023814 GLOBAL BRAND MANAGER

76023802 GLOBAL MEDIA PARTNER
76041728 EMOTION
76032698 POWERING PRODUCTIVITY
76032688 EMOTION
76032687 EMOTION
76023803 GLOBAL MEDIA PARTNER

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (this "Amendment") is dated as of October 12, 2001, and is entered into by and among eMotion, Inc., a Delaware corporation, ("Grantor"), GE Capital Equity Investments, Inc., Constellation Venture Capital, L.P., Constellation Venture Capital (Offshore), L.P., Chartwell Capital Investors II, L.P., SIB Private Equity, L.P. and Global Rights Fund II, L.P. (each, a "Grantee" and collectively, the "Grantees").

RECITALS

WHEREAS, Grantor and Grantees wish to amend that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of September 14, 2001, by and among Grantor and Grantees as provided herein.

AGREEMENTS

NOW THEREFORE, in consideration of the premises and mutual agreements and covenants set forth herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Trademark Security Agreement.

Section 2. Amendment to Second Paragraph. The second recital of the Trademark Security Agreement is hereby amended to read in its entirety as follows:

"WHEREAS, pursuant to the terms of the Security Agreement dated as of September 14, 2001, as amended by that certain First Amendment to Security Agreement, dated as of October 12, 2001, among Grantor, on the one hand, and GE Capital Equity Investments, Inc., Constellation Venture Capital, L.P., Constellation Venture Capital (Offshore), L.P., Chartwell Capital Investors II, L.P., SIB Private Equity, L.P. and Global Rights Fund II, L.P., on the other hand (each, a "Grantee" and collectively, the "Grantees"), Grantor has granted to Grantees, among other things, a security interest in all of the assets of Grantor including all Patent Collateral (as such term is defined below) to secure the payment of all obligations under (i) that certain Secured Promissory Note, dated as of September 14, 2001, in the amount of \$500,000 issued by Grantee in favor of the Grantors and (ii) that certain Secured Promissory Note, dated as of October 12, 2001, in the amount of \$500,000 issued by Grantee in favor of the Grantors (each, a "Note" and collectively, the "Notes");"

Section 3. References. All references in the Trademark Security Agreement to "agreement," "herein," "hereof," or terms of like import referring to the Trademark Security Agreement or any portion thereof are hereby amended to refer to the Trademark Security Agreement as amended by this Amendment.

Section 4. Effect of Amendment. Except as and to the extent expressly modified by this Amendment, the Trademark Security Agreement shall remain in full force and effect in all respects. In the event of a conflict between this Amendment and the Trademark Security Agreement, this Amendment shall govern.

Section 5. Counterparts. This Amendment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

[Remainder of this page intentionally left blank]

The parties hereto have caused this Amendment to be executed and delivered as of the date set forth above.

GRANTOR:

eMotion, Inc.

By: 

Name: JASON HASLOW

Title: CEO

GRANTEES:

GE CAPITAL EQUITY INVESTMENTS, INC.

By: _____

Name:

An authorized officer

CONSTELLATION VENTURE CAPITAL, L.P.

By: _____

Name:

An authorized officer

CONSTELLATION VENTURE CAPITAL
(OFFSHORE), L.P.

By: _____

Name:

An authorized officer

CHARTWELL CAPITAL INVESTORS II, L.P.

By: _____

Name:

An authorized officer

SIB PRIVATE EQUITY, L.P.

By: _____

Name:

An authorized officer

... to be ... of the


GRANTOR:

eMotion, Inc.

By: _____
Name:
Title:

GRANTEES:

GE CAPITAL EQUITY INVESTORS, L.P.

By: 
Name: *Regina Reale*
An authorized officer *Vice President*

By: _____
Name:
Title:

OUTSHORE), L.P.

By: _____
Name:
An authorized officer

CHARTWELL CAPITAL INVESTORS II, L.P.

By: _____
Name:
An authorized officer

SIB PRIVATE EQUITY, L.P.

By: _____
Name:
An authorized officer

The parties hereto have caused this Amendment to be executed and delivered as of the set forth above.

GRANTOR:

eMotion, Inc.

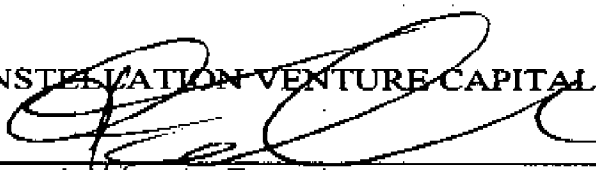
By: _____
Name:
Title:

GRANTEES:

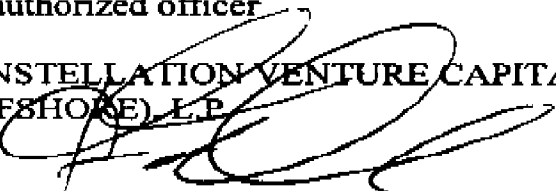
GE CAPITAL EQUITY INVESTMENTS, INC.

By: _____
Name:
An authorized officer

CONSTELLATION VENTURE CAPITAL, L.P.

By: 
Name: Clifford Friedman
An authorized officer

CONSTELLATION VENTURE CAPITAL
(OFFSHORE) L.P.

By: 
Name: Clifford Friedman
An authorized officer

CHARTWELL CAPITAL INVESTORS II, L.P.

By: _____
Name:
An authorized officer

SIB PRIVATE EQUITY, L.P.

By: _____
Name:
An authorized officer

The parties hereto have caused this Amendment to be executed and delivered as of the date set forth above.

GRANTOR:

eMotion, Inc.

By: _____
Name:
Title:

GRANTEES:

GE CAPITAL EQUITY INVESTMENTS, INC.

By: _____
Name:
An authorized officer

CONSTELLATION VENTURE CAPITAL, L.P.

By: _____
Name:
An authorized officer

CONSTELLATION VENTURE CAPITAL
(OFFSHORE), L.P.

By: _____
Name:
An authorized officer

Chartwell Capital Management Company II,
Investment Manager for Chartwell Capital Investors II, L.P.

CHARTWELL CAPITAL INVESTORS II, L.P.

By: Mindy Lanigan
Name: Mindy Lanigan
An authorized officer

SIB PRIVATE EQUITY, L.P.

By: _____
Name:
An authorized officer

The parties hereto have caused this Amendment to be executed and delivered as of the set forth above.

GRANTOR:

eMotion, Inc.

By: _____
Name:
Title:

GRANTEES:

GE CAPITAL EQUITY INVESTMENTS, INC.

By: _____
Name:
An authorized officer

CONSTELLATION VENTURE CAPITAL, L.P.

By: _____
Name:
An authorized officer

CONSTELLATION VENTURE CAPITAL
(OFFSHORE), L.P.

By: _____
Name:
An authorized officer

CHARTWELL CAPITAL INVESTORS II, L.P.

By: _____
Name
An authorized officer

SIB PRIVATE EQUITY, L.P.

By:  _____
Name: **GREGG BAXTER**
An authorized officer

GLOBAL RIGHTS FUND II, L.P.

By: Gordon R. Power
Name: Gordon R. Power
An authorized officer

Paul, Hastings, Janofsky & Walker LLP
555 South Flower Street, 23rd Floor, Los Angeles, CA 90071-2371
telephone 213-683-6000 / facsimile 213-627-0705 / www.paulhastings.com

PaulHastings

76077
MM

FACSIMILE TRANSMISSION

from: Nobuko Christy **facsimile:** (213) 627-0705 **telephone:** (213) 683-6367 **initials:** NC2

client name: New Client Number **client matter number:** 17317.00089
date: October 22, 2001 **pages (with cover):** 25

to: Commissioner of Patents and Trademarks
company/office: BOX ASSGNMENTS **facsimile:** (703) 306-5995 **telephone:** (703) 308-9723

cc: Daniel Krasner, Esq.

comments:

Please see the attached Recordation of Trademark Security Interest documents for filing with your office.

OCT 22 '01 08:23

If you do not receive all pages, please call immediately Facsimile Center: (213) 683-5059

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service. Thank you.