



09-13-2001

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

08-29-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #87



101841927

Attorney Docket No.: 66397-0004

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

1. Name of conveying party(ies):

Spyglass Entertainment Group, L.P.
a Delaware limited partnership

08/29/01

2. Name and address of receiving party(ies):

The Chase Manhattan Bank
270 Park Avenue, 36th Floor
New York, N.Y. 10017

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: July 17, 2001

Individual(s) citizenship:
 Association: a National Banking Association
 General Partnership:
 Limited Partnership:
 Corporation-State:
 Other:

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s):

75/540021 75/901775 75/901776 75/901777
75/908556 75/250510 76/181518 76/250511
76/250520 76/250513 76/250512 76/250514
76/250516 76/250515 76/250518 76/250517
76/250519 76/156279 76/155468 76/156499
76/156244

B. Trademark Registration No.(s):

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

Margaret A. Delacruz
Legal Assistant
Morgan, Lewis & Bockius LLP
1800 M Street, N.W.
Washington, D.C. 20036

Telephone: 202-467-7738
Facsimile: 202-467-7176
E-Mail: mdelacruz@morganlewis.com

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00
20 x \$25.00 = \$ 500.00
Total \$ 540.00

Authorized to be charged to deposit account

8. Deposit account number: 13-4520

09/12/2001 6TOM11 0000092 75540021

01 FC:461 40.00 OP
02 FC:482 500.00 OP

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.

Margaret A. Delacruz
Name of Person Signing

Signature

August 29, 2001
Date

Total number of pages including cover sheet, attachments and document: 8

OMB No. 0651-0011 (exp. 4/94)

AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of December 18, 1998 (as the same has been and may hereafter be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among Spyglass Entertainment Group, L.P., a Delaware limited partnership (the "Borrower"), the guarantors referred to therein, the lenders referred to therein (the "Lenders") and The Chase Manhattan Bank, as agent for the Lenders (the "Agent"), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue letters of credit for the account of the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Borrower has granted to the Agent (for the benefit of itself, the Issuing Bank and the Lenders), in order to secure the payment and performance of the Obligations (such term being used herein as defined in the Credit Agreement), a security interest in all right, title and interest in and to all personal property of the Borrower, including, without limitation, all right, title and interest of the Borrower in, to and under all of the Borrower's Trademarks (such term being used herein as defined in the Trademark Security Agreement referred to below) and Trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Borrower, 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;

WHEREAS, the Borrower is party to a Trademark Security Agreement, dated as of June 11, 1999 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Trademark Security Agreement"), pursuant to which it has granted to the Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, as applicable, a continuing security interest in all of the Borrower's right, title and interest in, to and under the Trademark Collateral (as such term is defined in the Trademark Security Agreement), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Borrower, as more fully set forth in the Trademark Security Agreement;

WHEREAS, the Borrower has registered, adopted, acquired or holds additional Trademarks since the date of execution of the Trademark Security Agreement;

WHEREAS, the Borrower has agreed pursuant to the terms of the Trademark Security Agreement to update Schedule A attached thereto in the event that the Borrower registers or otherwise adopts or acquires any Trademark not listed upon such schedule, and to duly and promptly execute and deliver such further instruments or documents (in form and substance satisfactory to the Agent), and promptly perform any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Agent, to carry out the provisions and purposes of the Credit Agreement or the Trademark Security

Agreement, and to provide, perfect and preserve the liens of the Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, the Trademark Security Agreement, and the other Fundamental Documents (such term being used herein as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof; and

WHEREAS, Schedule A to the Trademark Security Agreement does not reflect (i) Trademarks registered or otherwise adopted, acquired or held by the Borrower since the date of execution of the Trademark Security Agreement or (ii) all the trademarks and rights under trademark held by the Borrower;

NOW THEREFORE,

A. The Borrower does hereby grant to the Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, as applicable, a continuing security interest in and to all of the Borrower's right, title and interest in and to each and every Trademark listed on Schedule A to the Trademark Security Agreement (as such schedule has been replaced pursuant to paragraph B below), all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, all products and proceeds of, and income from, any and all of the foregoing, including, without limitation, any claim by the Borrower against third parties for the past, present or future infringement or dilution of any such Trademark, or for injury to the goodwill associated with any such Trademark all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. The Trademark Security Agreement is hereby amended by deleting Schedule A attached thereto in its entirety, effective as of the date hereof, and replacing such schedule with Schedule A attached hereto.

Except as expressly amended hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement", "this Agreement", "this Trademark Security Agreement", "herein", "hereafter", "hereto", "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as amended by this Amendment No. 1.

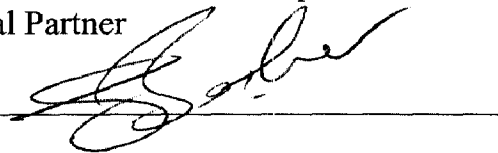
Except as expressly amended hereby, the Trademark Security Agreement and all documents contemplated thereby are each hereby confirmed and ratified by the Borrower.

The execution and filing of this Amendment No. 1, and the replacement of Schedule A to the Trademark Security Agreement with Schedule A attached hereto are not intended by the parties to derogate from, or extinguish, any of the Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Borrower and heretofore recorded or submitted for recording in the United States Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Borrower and heretofore filed in any state or country in the United States of America or elsewhere.

IN WITNESS WHEREOF, the Borrower has caused this Amendment No. 1 to the Trademark Security Agreement to be duly executed as of July 17, 2001.

SPYGLASS ENTERTAINMENT GROUP, L.P.
By: Astra Entertainment Group, LLC,
its General Partner

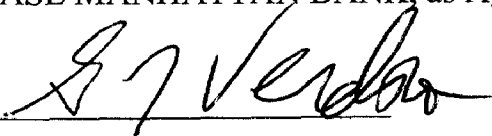
By _____
Name:
Title:



Accepted:

THE CHASE MANHATTAN BANK, as Agent

By: _____
Name:
Title:



STATE OF CALIFORNIA)

: ss.:

COUNTY OF LOS ANGELES)

On this the 17th day of July, 2001, before me, Cheryl J. Singh,
the undersigned Notary Public, personally appeared Gary Barber,

personally known to me,

[] proved to me on the basis of satisfactory evidence, to be a Manager of Astra Entertainment Group, LLC ("AEG") who executed the foregoing instrument on behalf of AEG, the general partner of Spyglass Entertainment Group, L.P., and acknowledged that he executed the foregoing instrument pursuant to that certain Amended and Restated Limited Liability Company Agreement of Astra Entertainment Group, LLC dated as of August 31, 1998 (as the same may have been amended, supplemented or otherwise modified, renewed or replaced from time to time).

WITNESS my hand and official seal.

Cheryl J. Singh
Notary Public



SCHEDULE A to
AMENDMENT NO. 1 TO THE
TRADEMARK SECURITY AGREEMENT
DATED AS OF JUNE 11, 1999

<u>Country</u>	<u>Owner</u>	<u>Application No./Date</u>	<u>Registration No.</u>	<u>Trademark</u>	<u>Description of Goods/Services</u>
U.S.A.	Spyglass Entertainment Group, L.P.	75-540021 8/19/1998	Published – Opposed	Spyglass (Words only)	Production, distribution and exhibition of motion pictures and television.
U.S.A.	Spyglass Entertainment Group, L.P.	75-901775 1/24/2001	Pending	Spyglass (Words only)	Pre-recorded audio cassettes, video cassettes, records, compact discs, video discs, DVD discs and CD-ROMs featuring music, television programs or motion pictures.
U.S.A.	Spyglass Entertainment Group, L.P.	75-901776 1/24/2000	Pending	Design only	Pre-recorded audio and video cassettes, records; compact discs, video discs, DVD discs, and CD-ROMs, all featuring music, television programs, or motion pictures, excerpts and stills; video and video output game machines for use with televisions; computer game cartridges; computer game cassettes; computer game discs; computer game equipment containing memory devices, namely, discs; computer game joysticks; computer game programs; computer game software; computer game tapes; video game cartridges; video game discs; video game interactive control floor pads or mats; video game interactive remote control units; video game joysticks; video game machines for use with televisions; video game software; video game tape cassettes; interactive video game programs; interactive computer game software downloaded from a global computer network.
U.S.A.	Spyglass Entertainment Group, L.P.	75-901777 1/26/2000	Pending	Design only	Motion Picture and television film production services; music production services
U.S.A.	Spyglass Entertainment Group, L.P.	75-908556 2/2/2000	Pending	Spyglass (Words only)	Entertainment services, namely the exhibition of motion pictures.
U.S.A.	Spyglass Entertainment Group, L.P.	76-250510 4/25/2001	Pending	Spyglass Entertainment (Words only)	Pre-recorded audio cassette, video cassettes, records, compact discs, video discs, DVD discs, and CD-ROMs featuring music, television programs, and motion pictures, excerpts and stills.
U.S.A.	Spyglass Entertainment Group, L.P.	76-181518 12/15/2000	Pending	Spyglass (Words only)	Management of athletes, entertainment stars, performing artists, and corporate executives

<u>Country</u>	<u>Owner</u>	<u>Application No./Date</u>	<u>Registration No.</u>	<u>Trademark</u>	<u>Description of Goods/Services</u>
U.S.A.	Spyglass Entertainment Group, L.P.	76-250511 4/26/2001	Pending	Spyglass Entertainment (Words only)	Management of athletes, entertainment stars, performing artists, and corporate executives
U.S.A.	Spyglass Entertainment Group, L.P.	76-250520 4/25/2001	Pending	Spyglass Entertainment (Words only)	Production, distribution and exhibition of motion pictures and television.
U.S.A.	Spyglass Entertainment Group, L.P.	76-250513 4/26/2001	Pending	Spyglass Music (Words only)	Pre-recorded audio cassettes, video cassettes, records, compact discs, video discs, DVD discs and CD-ROMs featuring music.
U.S.A.	Spyglass Entertainment Group, L.P.	76-250512 4/26/2001	Pending	Spyglass Entertainment (Words only)	Audio recording and production.
U.S.A.	Spyglass Entertainment Group, L.P.	76-250514 4/26/2001	Pending	Spyglass Music (Words only)	Audio recording and production.
U.S.A.	Spyglass Entertainment Group, L.P.	76-250516 4/26/2001	Pending	Spyglass Entertainment Group, L.P. (Words only)	Audio recording and production.
U.S.A.	Spyglass Entertainment Group, L.P.	76-250515 4/26/2001	Pending	Spyglass Records (Words only)	Pre-recorded audio cassettes, video cassettes, records, compact discs, video discs, and CD-ROMs featuring music.
U.S.A.	Spyglass Entertainment Group, L.P.	76-250518 4/26/2001	Pending	Spyglass Sports and Talent Management (Words only)	Management of athletes, entertainment stars, performing artists, and corporate executives.
U.S.A.	Spyglass Entertainment Group, L.P.	76-250517 4/26/2000	Pending	Spyglass Theaters (Words only)	Entertainment services, namely the exhibition of motion pictures.
U.S.A.	Spyglass Entertainment Group, L.P.	76-250519 4/26/2001	Pending	Spyglass Entertainment (Words only)	Interactive video games of virtual reality comprised of computer hardware and software.
U.S.A.	Spyglass Entertainment Group, L.P.	76-156279 10/30/2000	Pending	I See Dead People (Words only)	Audio and visual recordings in all forms, namely cassette tapes, compact discs, phonograph records, audio and video tapes, CD-ROM; video game machines for use with a television; computer game equipment containing memory devices, namely discs, hand-held unit for interactive video game programs; eyeglasses and sunglasses; electronically or magnetically activated prepaid telephone debit cards; interactive computer game software down-loaded from the Internet.

<u>Country</u>	<u>Owner</u>	<u>Application No./Date</u>	<u>Registration No.</u>	<u>Trademark</u>	<u>Description of Goods/Services</u>
U.S.A.	Spyglass Entertainment Group, L.P.	76-155468 10/22/2000	Pending	I See Dead People (Words only)	Posters, calendars, notebooks, binders, daily planners, personal organizers, memo pads, pens, pencils, stickers, erasers, comic books, pencil cases, playing cards, writing paper, envelopes, greeting cards, paper weights, paper coasters, paper mats, newspapers for general circulation, books, mounted or unmounted photographs, postcards, trading cards, pre-paid non-magnetic phone debit cards, personal checks, rubber stamps, iron-on transfers.
U.S.A.	Spyglass Entertainment Group, L.P.	76-156499 10/30/2000	Pending	I See Dead People (Words only)	Clothing, footwear and headwear, namely, t-shirts, sweat shirts, jerseys, shorts, sweat pants, jackets, hats, caps, scarves, gloves, hosiery, neckties, pajamas, robes, night shirts, night gowns, underwear, head bands, wrist bands, swim suits, skirts, shirts, tank tops, pants, coats, sweaters, leotards, leg warmers, stockings, socks, panty hose, tights, belts, shoes, athletic shoes, slippers, boots, sandals and rainwear.
U.S.A.	Spyglass Entertainment Group, L.P.	76-156244 10/30/2000	Pending	I See Dead People (Words only)	Target games, board games and card games; kites; toy action figures; disc-type toss toys; toy bows and arrows; footballs and baseballs; dolls, doll play sets, plush toys; toy vehicles, toy cars, toy trucks, toy bucket and shovel sets, roller skates, toy model hobby craft kits, toy rockets, toy guns, toy holsters, musical toys, jigsaw puzzles, badminton sets, bubble making wands and solution sets, toy banks, puppets, toy balloons, skateboards, toy scooters, stand alone video game machines; LCD game machines; hand held unit for playing electronic games.