

12-17-2001

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

101916277  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇐ ⇨ ⇩

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

1. Name of conveying party(ies):

TVN Entertainment Corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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: November 27, 2001

2. Name and address of receiving party(ies)

Name: Morgan Stanley & Co., Incorporated

Internal

Address: Second Floor

Street Address: 1585 Broadway

City: New York State: NY Zip: 10036

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State New York
- 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)

B. Trademark Registration No.(s)

See Attached Schedule 1

Additional number(s) attached  Yes  No

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

Name: Barbara Kohl Gerschwer

Internal Address: Wachtell, Lipton, Rosen & Katz

Street Address: 51 West 52nd Street

City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 310.00

- 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.

BARBARA KOHL GERSCHWER

Name of Person Signing

*B Kohl Gerschwer*

Signature

12/13/01

Date

Total number of pages including cover sheet, attachments, and document: 6

12/18/2001 6TON11 00000017 2151068

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

01 FC:481	40.00 OP
02 FC:482	150.00 OP
03 FC:484	120.00 OP

**TRADEMARK**  
**REEL: 002383 FRAME: 0518**

## TVN ENTERTAINMENT CORPORATION

### U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
_____	_____	_____
Digital Deli	2,151,068	4/14/98
Digital Delicatessen	2,189,516	9/15/98
Digital Satellite TV Without the Dish	2,058,468	4/29/97
SkyMail	1,955,206	2/6/96
TVN	1,686,954	5/12/92
Where The Future Is Now Playing	1,781,763	7/13/93
Miscellaneous Design	1,722,505	10/6/92

### U.S. TRADEMARK APPLICATIONS

TRADEMARK	REG. NO.	REG. DATE
_____	_____	_____

### TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
_____	_____	_____	_____

## TRADEMARK SECURITY AGREEMENT

### (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, TVN ENTERTAINMENT CORPORATION, a Delaware corporation (herein referred to as the "Lien Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, TVN ENTERTAINMENT CORPORATION (the "Borrower") has issued that certain 8% Secured Promissory Note, dated November 27, 2001, in the principal amount of \$2,500,000 to MORGAN STANLEY & CO., INCORPORATED ("Morgan Stanley") and may, from time to time hereafter, issue additional secured promissory notes to Morgan Stanley (such notes, collectively, the "Notes"); and

WHEREAS, pursuant to a Security Agreement dated as of November 27, 2001 (as amended and/or supplemented from time to time, the "Security Agreement") among the Borrower and the Secured Party referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), the Lien Grantor has secured the Secured Obligations by granting to the Grantee a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations a continuing security interest in all of the Lien 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 now owned or existing or hereafter acquired or arising:

(i) (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and all other source or business identifiers, and all general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations 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, (d) all renewals of any of the foregoing, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof (hereinafter referred to as "Trademarks") owned by the Lien Grantor, including, without limitation, the Trademarks referred to in Schedule 1 hereto;

(ii) any agreement now or hereafter in existence granting to the Lien Grantor, or pursuant to which the Lien Grantor grants to any other Person, any right to use any Trademark, including any agreement identified in Schedule 1 to hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future infringement of any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Notes, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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. Capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreement.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 12th day of December, 2001.

TVN ENTERTAINMENT CORPORATION

By: Sheldon Rabinowitz  
Name: SHELDON RABINOWITZ  
Title: CHIEF FINANCIAL OFFICER

Acknowledged:

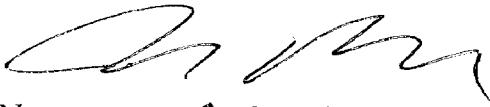
MORGAN STANLEY & CO., INCORPORATED

By:  
Name:  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

MORGAN STANLEY & CO., INCORPORATED

By:   
Name: M. PETRICK  
Title: MANAGING DIRECTOR