

01-08-2002

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To the Honorable Commissioner of Patents

101936919

attached original documents or copy thereof.

1. Name of conveying party(ies):

FamilyTime.com, Inc.
1552 Post Road
Fairfield, CT 06430

Re
10/09/01

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: SI Venture Fund II, L.P.

Internal Address: _____

Street Address: 12600 Gateway Boulevard

City: Fort Myers State: FL ZIP: 33913

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership Delaware
- Corporation-State _____
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Grant of Security Interest in Registered Trademarks
- Merger
- Change of Name

Execution Date: May 11, 2001

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

- (i) 2,288,259
- (ii) 2,316,390
- (iii) 2,319,759

9 2m

Additional numbers attached? Yes No

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

Name: Peter H. Struzzi, Esq.

Internal Address: Levett Rockwood P.C.

Street Address: 33 Riverside Avenue

City: Westport State: CT ZIP: 06880

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41):..... \$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

Not Applicable

(Attach duplicate copy of this page if paying by deposit account)

10/17/2001 LMUELLER 00000110 2288259

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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.

Peter H. Struzzi

Name of Person Signing

Peter H. Struzzi
Signature

October 8, 2001

Date

Total number of pages comprising cover sheet: 1

TRADEMARK

REEL: 002417 FRAME: 0989

GRANT OF SECURITY INTEREST IN REGISTERED TRADEMARKS

WHEREAS, FamilyTime.com, Inc., a Delaware corporation having its principal place of business at 285 Riverside Avenue, Westport, Connecticut 06880 (hereinafter, the "Owner"), is the owner of all right, title and interest in, and plans to use and own, the Trademarks described in Schedule A hereto, the goodwill of the business symbolized by the Trademarks, and the Trademark Registrations associated therewith as set forth opposite the name of each such Trademark in said Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the provisions of that certain Note Purchase and Security Agreement, dated as of May 11, 2001 (the "Agreement"), Owner has agreed to grant to SI Venture Fund II, L.P., a Delaware corporation, as Collateral Agent, with an office at 12600 Gateway Boulevard, Fort Myers, Florida 33913 (hereinafter, the "Collateral Agent"), for its benefit and the ratable benefit of the Purchasers parties thereto, a security interest in, among other property, the Trademarks, the goodwill of the business symbolized by the Trademarks, Owner's assets relating to the Trademarks, any and all license agreements now or hereafter existing in respect of the Trademarks, and all rights to any proceeds recovered for infringement of the Trademarks, to secure the payment and performance of any and all existing and future obligations of Owner to the Collateral Agent and the Purchasers under the terms of the Agreement.

NOW, THEREFORE, in furtherance of and in order to confirm for recordation and all other purposes the security interest granted under the Agreement in and to the Trademarks and the aforementioned goodwill, license agreements and proceeds, the Owner hereby grants to the Collateral Agent, for the ratable benefit of the Purchasers, a security interest in all of its right, title and interest in and to the Trademarks, including all renewal rights therein, the goodwill of the business symbolized by the Trademarks, the Owner's assets relating to the Trademarks, any and all license agreements now or hereafter existing with respect to the Trademarks, and all rights to any proceeds recovered for any past, present or future infringement of the Trademarks.

The Owner represents and warrants to the Collateral Agent that it is the true, lawful and sole owner of the Trademarks; that it has the full power and authority to grant the security interest granted hereunder; and that it has no notice of any suits or actions commenced or threatened against it with reference to the Trademarks or the security interest herein granted.

The grant of the security interest herein is made by the Owner in furtherance of the provisions of the Agreement solely for the purpose of recording and noticing the security interest granted thereunder, but in no event shall the grant of such security interest be deemed to be an assignment or grant by the Owner to the Collateral Agent of any legal right to the ownership of, or any license or other right to use, the Trademarks or the good will of the business symbolized thereby, nor shall it in any way affect the right

of the Owner to license the Trademarks or affect the rights of any licensee of the Trademarks.

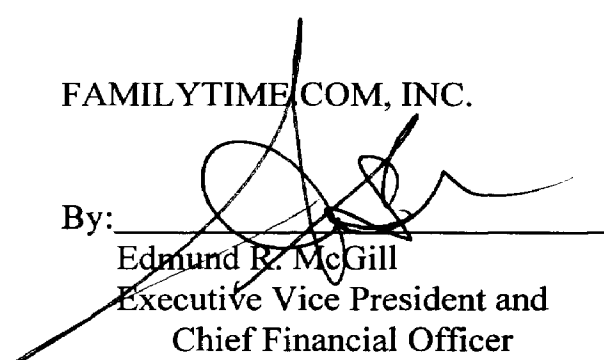
The grant of the security interest herein is given as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of the Purchasers under the Agreement. The Agreement (and all rights and remedies of the Collateral Agent and the Purchasers thereunder) shall remain in full force and effect in accordance with its terms.

The grant of the security interest herein shall be binding upon the Owner, its successors and assigns, and shall inure to the benefit of the Collateral Agent, its successors and assigns.

IN WITNESS WHEREOF, FamilyTime.com, Inc. has caused this Grant of a Security Interest in Registered Trademarks to be signed by its Executive Vice President and Chief Financial Officer hereunto duly authorized as of the 11th day of May, 2001.

FAMILYTIME.COM, INC.

By: _____


Edmund R. McGill
Executive Vice President and
Chief Financial Officer

SCHEDULE A

FamilyTime.com, Inc.

Trademarks

<u>Location:</u>	<u>Mark:</u>	<u>Class:</u>	<u>Registration/ Serial No.</u>	<u>Registration/ Filing Date:</u>
United States	FAMILYTIME	9	2,288,259	10/19/99
United States	FAMILYTIME	35 & 42	2,316,390	02/08/00
United States	TIMESOFT	9 & 42	2,319,759	02/15/00
Canada	FAMILYTIME	9, 35 & 42	1,058,281 (Application Pending)	05/09/00
European Community	FAMILYTIME	9, 35 & 42	1,676,311 (Application Pending)	05/25/00



LEVETT ROCKWOOD
P.C.

Attorneys-at-Law

January 7, 2002

Via FedEx

U.S. Patent and Trademark Office
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis Highway, Suite 320
Washington, D.C. 20231

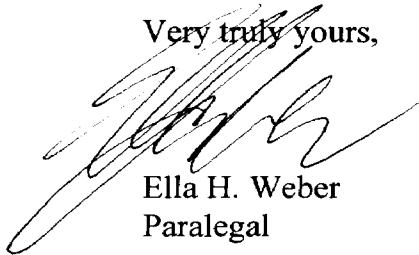
Re: Document ID No.: 101876589
FamilyTime.com, Inc.
Registration Nos. 2,288,259, 2,316,390 and 2,319,759

Dear Sir/Madam:

In accordance with the enclosed Notice, I am resubmitting for recording the grant of security interest in the subject registered trademarks, accompanied by the cover sheet with the receiving party identified.

Once recorded, please have the stamped Grant of Security Interest returned to the undersigned in the enclosed preaddressed envelope provided.

Very truly yours,



Ella H. Weber
Paralegal

EHW:kag
Enclosure
cc: Peter H. Struzzi, Esq.

DECEMBER 19, 2001

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

LEVETT ROCKWOOD P.C.
PETER H. STRUZZI, ESQ.
33 RIVERSIDE AVENUE
WESTPORT, CT 06880



101876589A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

Rag 07

DOCUMENT ID NO.: 101876589

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE NAME AND ADDRESS OF THE RECEIVING PARTY(S) MUST BE INDICATED ON THE COVER SHEET.

JEFFREY OLSEN, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

