

## U.S. DEPARTMENT OF COMMERCE

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

 Patent and Trademark Office  
Docket No. 531090005

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

 1. Name of conveying party(ies):  
HOLLYWOOD RENTALS PRODUCTION SERVICES, LLC

- ☐ Individual(s)      ☐ Association  
☐ General Partnership    ☐ Limited Partnership  
☐ Corporation-State:  
☒ Other: LIMITED LIABILITY COMPANY

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

3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☒ Security Agreement    ☐ Change of Name  
☐ Other: \_\_\_\_\_

Execution Date: JUNE 19, 2002

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

Name: FIRST BANK & TRUST  
 Internal Address:  
 Street Address: 5939 CANOGA AVENUE  
 City: WOODLAND HILLS State: CALIFORNIA ZIP: 91367

☐ Individual(s) citizenship: \_\_\_\_\_

☐ Association: \_\_\_\_\_

☐ General Partnership: \_\_\_\_\_

☐ Limited Partnership: \_\_\_\_\_

☐ Corporation-State: \_\_\_\_\_

☒ Other: CALIFORNIA BANKING CORPORATION

 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4.A. Trademark Application No.(s)

**75/296,448**

B. Registration No.(s)

**1,665,296**

 Additional numbers attached? \*☐ Yes ☒ No

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

CHARLOTTE Y. CHEN  
 MORRISON & FOERSTER LLP  
 555 WEST FIFTH STREET  
 SUITE 3500  
 LOS ANGELES, CALIFORNIA 90013-1024

6. Total number of applications and trademark registrations involved: 2

7. Total fee (37 C.F.R. § 3.41): \$65.00

☐ Enclosed

☒ Authorized to be charged to deposit account, referencing Attorney Docket 531090005

 8. Deposit account number: 03-1952

 The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

**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.

Name: JEFFREY KAYES

Signature

Date

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

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

SECURITY AGREEMENT  
(Trademarks)

THIS SECURITY AGREEMENT (Trademarks) (the "Trademark Security Agreement") is made and dated this 19th day of June 2002 by and between HOLLYWOOD RENTALS PRODUCTION SERVICES, LLC, a California limited liability company (the "Borrower"), and FIRST BANK & TRUST, a California banking corporation (the "Lender").

RECITALS

A. Pursuant to that certain Credit Agreement dated as of June 19, 2002 between Lender and Borrower (as amended, modified or waived, the "Credit Agreement"), Lender extended or agreed to extend credit to or for the benefit of Borrower on the terms and conditions and subject to the conditions set forth therein.

B. In connection therewith, Borrower agreed, among other things, to execute and deliver in favor of Lender (i) that certain Security Agreement dated as of June 19, 2002 (as amended, modified or waived, the "Security Agreement") between Borrower and Lender, and (ii) certain supplemental documents, including, without limitation, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. Borrower hereby mortgages, assigns, grants and conveys to the Lender, a security interest, pledge, assignment and mortgage in all of Borrower's right, title and interest in the following (the "Trademark Collateral"):

(a) All now existing or hereafter created or acquired, trademarks, service marks, unregistered marks, logos, indicia, tradenames, tradestyles, other business identifiers and rights and works protectable by trademark whether now owned or hereafter, and, except to the extent prohibited by the terms thereof or by law, all agreements in respect of Trademarks owned by third parties, including, without limitation, the Trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell the inventions disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising goodwill symbolized by or associated with any of the foregoing;

(g) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Lender for past, present and future infringements of any of the foregoing; and

(h) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Credit Agreement, the Security Agreement, and any other documents, Borrower hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Borrower which are registered with the United States Patent and Trademark Office (any and all trademarks so registered being the "Trademarks"); and

(b) Agrees promptly to notify Lender in writing of any additional Trademarks of which Borrower becomes the owner, and to deliver to Lender an amended Schedule I reflecting such additional Trademarks. Lender is hereby authorized to cause such amended Schedule I to be filed and recorded in an amendment of this Trademark Security Agreement.

3. No Present Assignment. Neither the Credit Agreement, this Trademark Security Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of Lender, it is the intention of the parties hereto that Borrower continue to own the Trademark Collateral.

4. Relationship to Other Documents. The Trademark Collateral shall constitute Collateral for all purposes of the Credit Agreement, the Security Agreement and the other documents executed in connection therewith and Lender shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other Collateral pursuant to the Security Agreement.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Trademark Security Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns.

(b) Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.


(d) This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

(e) This Trademark Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed on and as of the day and year first above written.


BORROWER:

HOLLYWOOD RENTALS PRODUCTION SERVICES, LLC, a California limited liability company

By:   
Name: ANIL SHARMA  
Title: PRESIDENT

LENDER:

FIRST BANK & TRUST, a California banking corporation

By:   
Name: DONG R. OWEN  
Title: SVP / MGR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of Los Angeles } ss.  
On 6/19/02, before me, Irina M. Kurganov, Notary Public  
personally appeared Anil Sharma  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public") Name(s) of Signer(s)

☐ personally known to me  
☒ Approved 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.



Place Notary Seal Above

WITNESS my hand and official seal.  
Irina M. Kurganov  
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.

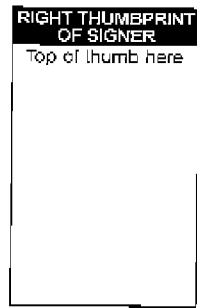
Description of Attached Document  
Title or Type of Document: Security Agreement (Trademark)  
Document Date: 6/19/02 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_  
☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On 6/19/02, before me, Irina M. Kurganov, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Donna K. Owen  
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.



Place Notary Seal Above

WITNESS my hand and official seal.

Irina M. Kurganov  
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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT  
(Description of Trademark Collateral)

Registered Trademarks:

Registration Number

Registration Date

1,665,296

11/19/91

Trademark Applications:

Serial Number

Application Date

75/296,448

5/22/97, Abandoned