

06-12-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

F

102118958

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):

Sun BMK Limited

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☒ Limited Partnership  
☐ Corporation-State  
☐ 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: 5/31/02

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

Name: Foothill Capital Corporation, as Agent

Internal

Address: Suite 3000 West

Street Address: 2450 Colorado Avenue

City: Santa Monica State: CA Zip: 90404

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State CA  
☐ 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 Schedule A attached hereto

Additional number(s) attached ☒ Yes ☐ No

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

Name: Sharon S. Patterson

Internal Address: Goldberg Kohn et al

Street Address: 55 E. Monroe St., Ste. 3700

City: Chicago State: IL Zip: 60603

## 6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41) \$ 265.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

DO NOT USE THIS SPACE

## 9. Signature.

Sharon S. Patterson

Name of Person Signing

Sharon S. Patterson

Signature

6/5/02

Date

7

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

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

06/12/2002 LABELLER 00000007 1400722

01 FC:481  
02 FC:48240.00 DP  
225.00 DPTRADEMARK  
REEL: 002523 FRAME: 0699

# SCHEDULE A

## TRADEMARK REGISTRATIONS

<b>Trademark Description</b>	<b>U.S. Serial/ Registration No.</b>	<b>Date Registered</b>
NATION MARK	1400722	7/8/86
KNOWS ALL TALKING CRYSTAL BALL	1879922	2/21/95
WATER WONDERS	1984140	7/2/96
WATER WONDERS	1568542	11/28/89
SUPER SOUND	1680466	3/24/92
EXCITE	1387633	3/25/86
EXCITE	1442932	6/16/87
EXCITE	1443375	6/16/87
EXCITE	2226285	2/23/99
KIDMARK	1518133	12/27/88

# TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 31st day of May, 2002, is by and between Sun BMK Limited, a Texas limited partnership (to be renamed BMK Limited promptly after the date hereof) ("Sun BMK") and Foothill Capital Corporation, a California corporation ("Agent"), as administrative agent for the Lenders (as defined below).

## W I T N E S S E T H

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith among Sun BMK, Somody, Inc., a Delaware corporation and affiliate of Sun BMK (together, the "Borrowers"), the lenders from time to time party thereto ("Lenders") and Agent, as a lender, the arranger and as administrative agent for the Lenders (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Agent and the Lenders have agreed to make certain loans to Borrowers and to extend certain other financial accommodations to or for the benefit of Borrowers;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sun BMK and Agent, on behalf of itself and the Lenders, agree as follows:

1. Incorporation of Loan Agreement; Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Sun BMK hereby grants to Agent, on behalf of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Sun BMK's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" applications until a verified statement of use has been filed with respect to such applications), including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Sun BMK's business connected with the use of and symbolized by the

1989.063

trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Sun BMK represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Sun BMK. If, before the Obligations shall have been satisfied in full and the Loan Agreement has been terminated, Sun BMK shall obtain any new federally registered Trademarks, Sun BMK shall give Agent prompt written notice thereof. Sun BMK hereby agrees that, upon Agent's written request, Sun BMK will execute and deliver to Agent one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by Sun BMK.

4. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. At any time an Event of Default exists or has occurred and is continuing, Agent shall have all rights and remedies provided in this Mortgage, the other Loan Documents, the Uniform Commercial Code and other applicable law, all of which rights and remedies may be exercised without notice to or consent by Sun BMK, except as such notice or consent is expressly provided for hereunder or in the Loan Agreement or as required by applicable law. Sun BMK acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Agent and the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon Sun BMK and its successors and assigns, and shall inure to the benefit of Agent and Lenders and their successors and assigns.

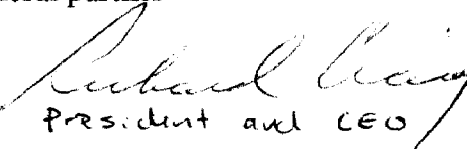
7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE GEORGIA UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF GEORGIA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT

INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING  
PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage  
as of the date first above written.

**SUN BMK LIMITED,**  
a Texas limited partnership  
By: Sun BMK Acquisition Corp.,  
its general partner

By  
Title

  
President and CEO

Accepted and Agreed to as of the date first written above:

**FOOTHILL CAPITAL CORPORATION, as Agent**



By

Title

Vice President

1989.063