

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Docket No. 53109/6

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

1. Name of conveying party(ies):
MATTHEWS STUDIO EQUIPMENT, INC.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: **CALIFORNIA** Other:
Additional name(s) of conveying party(ies) attached? Yes No

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: **SEPTEMBER 3, 2002**

4.A. Trademark Application No.(s)

B. Registration No.(s)

1,422,720	1,409,320	1,423,764
1,423,765	1,418,228	1,377,992
1,377,973	1,664,883	1,981,010
1,981,013	2,295,318	

Additional numbers attached? * Yes No

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

Charlotte Chen
Morrison & Foerster, LLP
555 West Fifth Street, 35th Floor
Los Angeles, CA 90013

6. Total number of applications and trademark registrations involved: **11**

7. Total fee (37 C.F.R. § 3.41): **\$290.00**

Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket **53109/6**

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: **PAULINE STEVENS**


Signature

9/18/02
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 3rd day of September 2002 by and between Matthews Studio Equipment, Inc., a California corporation (the "Borrower"), and FIRST BANK & TRUST, a California banking corporation (the "Lender").

RECITALS

A. Pursuant to that certain Credit Agreement dated as of September 3, 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 September 3, 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:

MATTHEWS STUDIO EQUIPMENT, INC., a California corporation

By: [Signature]
Name: Edward Phillips
Title: CEO / PRESIDENT

LENDER:

FIRST BANK & TRUST, a California banking corporation

By: [Signature]
Name: NABIL B. KHOURY
Title: VP

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

TRADEMARK NAME	REGISTRATION NUMBER	REGISTRATION DATE
CRANK-O-VATOR	1,422,720	Dec. 30, 1986
FOCA-MOTE	1,409,320	Sept. 16, 1986
CINE-VATOR	1,423,764	Jan. 6, 1987
BEEFY BABY	1,423,765	Jan. 6, 1987
MAFER CLAMP	1,418,228	Nov. 25, 1986
CENTURY STAND	1,377,992	Jan. 14, 1986
C STAND	1,377,973	Jan. 14, 1986
ITE and Design	1,664,883	Dec. 19, 1991
MAGIC STAND	1,981,010	June 18, 1996
MAGIC FINGER	1,981,013	June 18, 1996
KNUCKLE HEAD	2,295,318	Nov. 30, 1999

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On September 3, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Edward Phillips, personally known to me (or 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(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



Irina M. Kurganov
My commission expires on 12/10/02

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
Title(s) _____
- PARTNER(S)
 ___ Limited ___ General
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

_____ Title or Type of Document

_____ Signer(s) Other Than Named Above

Date of Document: _____

Number of Pages: _____

SIGNER IS REPRESENTING:

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles) ss.

On September 3, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Nabil B. Khoury, personally ~~known to me~~ (or 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(~~ies~~) upon behalf of which the person(~~s~~) acted executed the instrument.

WITNESS my hand and official seal.



Irina M. Kurganov
My commission expires on 12/10/02

OPTIONAL

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- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title or Type of Document

_____ Signer(s) Other Than Named Above

Date of Document: _____

Number of Pages: _____

SIGNER IS REPRESENTING:

