

(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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102175711

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

1. Name of conveying party(ies):
VIBE VENTURES LLC
215 Lexington Avenue
New York, New York 10016

07-15-02

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other **DELAWARE LIMITED LIABILITY COMPANY**

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

2. Name and address of receiving party(ies)
Name: **FOOTHILL CAPITAL CORPORATION**
Internal Address:
Street Address: **2450 Colorado Ave. Blvd. Suite 3000W**
City: **Santa Monica** State: **CA** ZIP: **90404**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State **California**
 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

TRADEMARK FEE PROCESSED
RECEIVED
2002 JUN 15 PM 5:25
U.S. PATENT & TRADEMARK OFFICE

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **June 28, 2002**

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
GAME MAGAZINE (Serial No. 75/198,987)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
VIBE (Reg. No. 1800105)

5. Name and address of party to whom correspondence concerning document should be mailed:
Kim Walker
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address:
Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41) \$ 740⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052

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

08/01/2002 TDIRAZI 00000183 200052 75198987
01 FC:481 40.00 CH
02 FC:482 400.00 CH

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.

Christine E Wilson
Kim Walker *Kim Walker*
Name of Person Signing Signature **July 12, 2002** Date

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

Schedule A - Trademark (Vibe Ventures L.L.C.)

MARK	COUNTRY	APPLICATION / REGISTRATION #	REGISTRATION / FILING DATE	CLASS(ES)	STATUS
VIBE	UNITED STATES	1800105	10/19/1993	16	Registered
VIBE RECORDS AND DESIGN	UNITED STATES	1819799	2/8/1994	9	Registered, Assigned to Vibe with License back to Vibe Records, Inc.
VIBE	UNITED STATES	2144655	3/17/1998	16	Registered
BLAZE BATTLE	UNITED STATES	2279548	9/21/1999	41	Registered
GAME MAGAZINE	UNITED STATES	75/198,987	11/18/1996	16	Abandoned
VIBE ENTERTAINMENT SUPERSTORE	UNITED STATES	75/267,786	4/1/1997	35	Abandoned
VIBE	UNITED STATES	75/267,787	4/1/1997	14	Abandoned
VIBE	UNITED STATES	75/267,788	4/1/1997	25	Approved for Registration
BLAZE	UNITED STATES	75/419,418	1/15/1998	16	Published 9/5/00; extension of time opposed filed by Harlequin Enterprises
BLAZE	UNITED STATES	75/447,548	3/10/1998	41	Abandoned
BLAZE	UNITED STATES	75/447,549	3/10/1998	25	Suspended pending cancellation action against registration for BLAZE (U.S. Disabled Athletes Fund)
VIBE	UNITED STATES	2303664	12/28/1999	41, 42	Registered
BLAZE	UNITED STATES	75/592,995	11/20/1998	9	Notice of Allowance issued 2/1/00 - 5th extension request due 8/1/02
BLAZE BATTLE	UNITED STATES	75/601,192	12/2/1998	9	Notice of Allowance issued 12/28/99 - 5th extension request due 6/28/02
VIBE	UNITED STATES	76/380,804	3/11/2002	41	Pending; awaiting examination
VIBE	UNITED STATES	2563930	4/23/2002		
VIBE TV	UNITED STATES	75 419,418	1/15/1998		
VIBE	UNITED STATES	000000			
VIBE STYLIZED (VIBE STYLE?)		75/267,799		16	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of June 28, 2002, is entered into between VIBE VENTURES LLC, a Delaware limited liability company ("Debtor") and FOOTHILL CAPITAL CORPORATION, a California corporation ("Foothill"), in light of the following:

A. Debtor and Foothill are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

B. Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Foothill.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

The following terms, as used in this Agreement, have the following meanings:

"Business" means the business of Debtor as it is conducted in the ordinary course, including the good will associated therewith.

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interests protected as trademarks (including trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned, authored, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing);

(iv) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Debtor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Debtor's rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Foothill for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(viii) All of Debtor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Foothill for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of Debtor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Debtor or in the name of Foothill for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise

included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Obligations" means all obligations, liabilities, and indebtedness of Debtor to Foothill, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 11.8 hereof.

1.2 Construction

Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Foothill or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Foothill, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Foothill and Debtor.

2. GRANT OF SECURITY INTEREST

Debtor hereby grants to Foothill a first-priority security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants, and covenants that:

3.1 Copyrights; Trademarks; Service Marks; Patents

(i) Schedule A includes a true and complete listing of all United States federal and state trademark and service mark registrations owned by Debtor or licensed to Debtor, together with a summary description and certain information in respect of the filing or issuance thereof, except for such United States trademark registrations and applications the absence of which would not reasonably be expected to materially impair the conduct of the Business;

(ii) Schedule B includes a true and complete listing of all United States patents and patent applications owned or licensed to Debtor, together with a summary description and certain information in respect of the filing or issuance thereof, except for such United States patent and patent applications the absence of which would not reasonably be expected to materially impair the conduct of the Business; and,

(iii) Schedule C includes a true and complete listing of all United States federal copyright registrations owned by Debtor or presently licensed to Debtor for current or future use, together with a summary description and certain information in respect of the filing or issuance thereof, except for such United States federal copyright registrations the absence of which would not reasonably be expected to materially impair the conduct of the Business.

3.2 Validity; Enforceability

Each of the copyrights, patents, service marks and trademarks identified on Schedules A, B and C are, to the knowledge of Debtor, valid and enforceable, and other than disclosed on Schedule 5.10 to the Loan Agreement, Debtor is not presently aware of any material past, present, or prospective claim by any third party that any of its copyrights, patents, service marks, or trademarks are invalid or unenforceable, or that its use of any copyrights, patents, service marks, or trademarks violates the rights of any third person, or of any basis for any such claims, the absence of which would reasonably be expected to materially impair the conduct of the Business.

3.3 Title

Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, and trademark registrations set forth on Schedules A, B, and C, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons, the existence of which would reasonably be expected to materially impair the conduct of the Business.

3.4 Notice

Debtor has used and will continue to use proper required statutory notice in connection with its use of each of its material copyrights, patents, service marks, and trademarks, the failure of which would reasonably be expected to materially impair the conduct of the Business.

3.5 Quality

Debtor has used and will continue to use consistent standards of high quality (which may be substantially consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of its service marks and trademarks, except where the absence of same would not reasonably be expected to materially impair the conduct of the Business.

3.6 Perfection of Security Interest

Except for the timely filing of the financing statements in the proper location(s) and filings with the United States Patent and Trademark Office and the United States Copyright

Office, all as and to the extent necessary to perfect the security interests in the patents, trademarks and copyrights identified on Schedules A, B and C hereof (collectively, the "Scheduled IP"), no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant of the security interests by Debtor in the Scheduled IP or for the perfection of or the exercise by Foothill of its rights in and to the Scheduled IP.

4. AFTER-ACQUIRED COPYRIGHT, PATENT, SERVICE MARK, OR TRADEMARK RIGHTS

If Debtor shall subsequently obtain rights to any new material copyrights, service marks, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Foothill with respect to any such new material service marks, trademarks or patents, or renewal or extension of any material service mark or trademark registration, the absence of which, either individually or in the aggregate, would reasonably be expected to materially impair the conduct of the Business. Debtor shall bear any expenses incurred in connection with future material patent applications or service mark or trademark registrations.

5. LITIGATION AND PROCEEDINGS

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the material United States patents, patent applications, federal and state trademark registrations and applications, United States Copyright registrations, the absence of which would reasonably be expected to materially impair the conduct of the Business (collectively, the "Material IP"). Debtor shall provide to Foothill any information with respect to the Material IP reasonably requested by Foothill. Foothill shall provide, at Debtor's expense, all reasonably necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Foothill of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the Material IP, as to all of the foregoing the absence of which would reasonably be expected to materially impair the conduct of the Business.

6. POWER OF ATTORNEY

Debtor grants Foothill power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following an Event of Default in Foothill's discretion, to take any reasonable action and to execute any instrument which Foothill may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Foothill to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and

receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Foothill may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Foothill's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT

Debtor grants to Foothill and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours in accordance with the terms and limits of the Loan Agreement.

8. EVENTS OF DEFAULT

Any of the following events shall be an Event of Default:

8.1 Loan Agreement

An Event of Default shall occur as defined in the Loan Agreement;

8.2 Misrepresentation

Any material representation or warranty made herein by Debtor or in any document furnished to Foothill by Debtor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3 Breach

Debtor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Foothill.

9. SPECIFIC REMEDIES

Upon the occurrence of any Event of Default, Foothill shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification

Foothill may notify licensees to make royalty payments on license agreements directly to Foothill;

Foothill may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Foothill deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor five days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by Foothill, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Foothill shall also give notice of the time and place by publishing a notice one time at least five days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Foothill may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Foothill at such sale.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER

THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF FOOHILL, IN ANY OTHER COURT IN WHICH FOOHILL SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF DEBTOR AND FOOHILL WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. DEBTOR AND FOOHILL HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND FOOHILL REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. GENERAL PROVISIONS

11.1 Effectiveness

This Agreement shall be binding and deemed effective when executed by Debtor and Foothill.

11.2 Successors and Assigns

This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Agreement or any rights or duties hereunder without Foothill's prior written consent and any prohibited assignment shall be absolutely void. Foothill may assign this Agreement and its rights and duties hereunder and no consent or approval by Debtor is required in connection with any such assignment.

11.3 Section Headings

Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

11.4 Interpretation

Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Foothill or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

11.5 Severability of Provisions

Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6 Amendments in Writing

This Agreement can only be amended by a writing signed by both Foothill and Debtor.

11.7 Counterparts; Telefacsimile Execution

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a

manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8 Fees and Expenses

Debtor shall pay to Foothill on demand all costs and expenses that Foothill pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Foothill; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Foothill arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

11.9 Notices

Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12 of the Loan Agreement.

11.10 Termination By Foothill

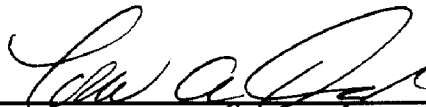
After termination of the Loan Agreement and when Foothill has received payment and performance, in full, of all Obligations (excluding inchoate reimbursements or indemnification obligations), Foothill shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder.

11.11 Integration

This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: 
Title: Vice President

VIBE VENTURES LLC,
a Delaware limited liability company

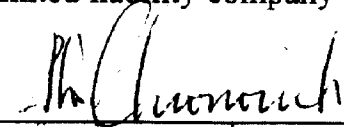
By: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: _____
Title: _____

VIBE VENTURES LLC,
a Delaware limited liability company

By: 
Title: Chief Executive Officer
Name: Alex Mironovich

Schedule A - Trademark (Vibe Ventures L.L.C.)

MARK	COUNTRY	APPLICATION / REGISTRATION #	REGISTRATION / FILING DATE	CLASS(ES)	STATUS
VIBE	CANADA	526485	4/10/2000	16	Registered
VIBE	EUROPEAN UNION	86009	1/25/1999	9, 16, 41	Registered
BLAZE	EUROPEAN UNION	839464	6/26/2000	16, 25, 41	Registered
VIBE	SOUTH AFRICA	95/16217	12/7/1995	16	Abandoned
VIBE	UNITED STATES	1800105	10/19/1993	16	Registered
VIBE RECORDS AND DESIGN	UNITED STATES	1819799	2/8/1994	9	Registered, Assigned to Vibe with License back to Vibe Records, Inc.
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VIBE TV	UNITED STATES	75 419 418	1/15/1998		
VIBE		800992			
VIBE STYLIZED (VIBE STYLE?)		75/267,799		16	

Schedule B - Patents (Vibe Ventures L.L.C.)

NONE

Schedule C - Copyrights (Vibe Ventures L.L.C.)

TITLE	REGISTRATION #	REGISTRATION DATE
ONE NATIONAL UNDER GROOVE	PAU-2-228-404	9/26/1997
TUPAC AMARU SHAKUR 1971-1996	TX-4-704-244	10/16/1997
TUPAC AMARU SHAKUR 1971-1996	TX-4-906-357	10/16/1997
VIBE HISTORY OF HIP HOP	TX-5-099-985	12/29/1999
VIBE	TX-4-510-172	7/10/1997
VIBE	TX-4-503-132	7/10/1997
VIBE	TX-4-510-167	7/10/1997
VIBE	TX-4-510-171	7/10/1997
VIBE	TX-4-510-173	7/10/1997
VIBE	TX-4-510-170	7/10/1997
VIBE	TX-4-510-168	7/10/1997
VIBE	TX-4-510-166	7/10/1997
VIBE	TX-4-510-169	7/10/1997