

08-08-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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): S-2-02 dick clark productions, inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: JP Morgan Chase Bank Internal Address: Street Address: Mac Ave of the Americas City: New York State: NY Zip: 10036 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other NEW YORK BANK 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 [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: July 25, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,497,134 Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Justin Weisman Internal Address: Morgan, Lewis & BOCKIUS LLP Street Address: 101 PARK AVE City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: [62] 7. Total fee (37 CFR 3.41): \$1565.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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. Justin H. Weisman Name of Person Signing [Signature] Signature 7/31/02 Date Total number of pages including cover sheet, attachments, and document: [20]

06/07/2002 DBYRNE 00000037 1497134 01 FC:481 40.00 02 FC:482 1525.00

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

Schedule A to Trademark
Security Agreement

U.S. REGISTERED TRADEMARKS
OF
DICK CLARK PRODUCTIONS, INC.
JULY 24, 2002

Mark	Class	Goods & Services	Reg. No.	Reg. Date	Actions	Due Dates
AB (Stylized)	41	ENTERTAINMENT SERVICES	1,497,134	JUL 19, 1988	RENEWAL	JUL 19, 2008
AB (Stylized)	16	TRADING CARDS	1,858,166	OCT 11, 1994	RENEWAL	OCT 11, 2004
AMA Statue Design	41	ENTERTAINMENT SERVICES	1,631,927	JAN 15, 1991	RENEWAL	JAN 15, 2011
AMERICAN BANDSTAND (BLOCK)	20	PLASTIC KEYCHAIN	2,498,412	OCT 16, 2001	DECLARATION	OCT 16, 2007
AMERICAN BANDSTAND	25	CLOTHING	1,482,459	MAR 29, 1988	RENEWAL	MAR 29, 2008
AMERICAN BANDSTAND	41	ENTERTAINMENT SERVICES	1,284,690	JUL 3, 1984	RENEWAL	JUL 3, 2004
AMERICAN BANDSTAND	16	TRADING CARDS	1,849,271	AUG 9, 1994	RENEWAL	AUG 9, 2004
AMERICAN BANDSTAND GRILL	42	RESTAURANT SERVICES	1,740,325	DEC 15, 1992	RENEWAL	DEC 15, 2002
AMERICAN BANDSTAND REGULARS	41	ENTERTAINMENT SERVICES	2,365,126	JUL 4, 2000	DECLARATION	JUL 4, 2006
BANDSTAND	41	ENTERTAINMENT SERVICES	1,285,617	JUL 10, 1984	RENEWAL	JUL 10, 2004
BANDSTAND USA	41	ENTERTAINMENT SERVICES	2,164,202	JUN 9, 1998	DECLARATION	JUN 9, 2004
BLOOPERS	41	TELEVISION PROGRAMS	2,466,773	JUL 3, 2001	DECLARATION	JUL 3, 2007

U.S. REGISTERED TRADEMARKS
OF
DICK CLARK PRODUCTIONS, INC.
JULY 24, 2002

Mark	Class	Goods & Services	Reg. No.	Reg. Date	Actions	Due Dates
CLICK	16	MAGAZINES	2,359,657	JUL 20, 2000	DECLARATION	JUL 20, 2006
CLICK RECORDS	09, 41	MUSICAL AND VIDEO RECORDINGS	1,946,005	JAN 2, 1996	RENEWAL	JAN 2, 2006
DC (Stylized)	09	PRE-RECORDED VIDEO CASSETTE TAPES	1,492,966	JUN 21, 1988	RENEWAL	JUN 21, 2008
DC (Stylized)	41	ENTERTAINMENT SERVICES	1,493,611	JUN 21, 1988	RENEWAL	JUN 21, 2008
DICK CLARK'S AB DINER (Stylized)	20	PLASTIC KEYCHAIN	2,509,879	NOV 20, 2001	DECLARATION	NOV 20, 2007
DICK CLARK'S AB GRILL (Stylized)	20	PLASTIC KEYCHAIN	2,509,880	NOV 20, 2001	DECLARATION	NOV 20, 2007
DICK CLARK'S AMERICAN BANDSTAND GRILL AB And Design	6	METAL KEY HOLDERS	1,818,728	FEB 1, 1994	RENEWAL	FEB 1, 2004
DICK CLARK'S AMERICAN BANDSTAND GRILL AB And Design	41	ENTERTAINMENT SERVICES	1,692,014	JUN 9, 1992	RENEWAL	JUN 9, 2002
DICK CLARK'S AMERICAN BANDSTAND GRILL AB And Design	20	NOVELTY PINS	1,859,174	OCT 18, 1994	RENEWAL	OCT 18, 2004

U.S. REGISTERED TRADEMARKS
OF
DICK CLARK PRODUCTIONS, INC.
JULY 24, 2002

Mark	Class	Goods & Services	Reg. No.	Reg. Date	Actions	Due Dates
DICK CLARK'S AMERICAN BANDSTAND GRILL AB And Design	42	RESTAURANT SERVICES	1,783,029	JUL 20, 1993	RENEWAL	JUL 20, 2003
DICK CLARK'S AMERICAN BANDSTAND GRILL AB And Design	25	CLOTHING	1,703,376	JUL 28, 1992	RENEWAL	JUL 28, 2002
DICK CLARK'S GOOD 'OL DAYS	41	ENTERTAINMENT SERVICES	1,322,628	FEB 26, 1985	RENEWAL	FEB 26, 2005
GOLDEN GREATS	09	PRE-RECORDED VIDEOTAPES	2,078,474	JUL 15, 1997	DECLARATION	JUL 15, 2003
GOLDEN GREATS	41	ENTERTAINMENT SERVICES	1,559,318	OCT 3, 1989	RENEWAL	OCT 3, 2009
NEW YEAR'S ROCKIN' EVE	41	ENTERTAINMENT SERVICES	1,835,779	MAY 10, 1994	RENEWAL	MAY 10, 2004
SHOW + BUSINESS	42	PRODUCTION OF MOTION PICTURES, SLIDE SHOWS	2,265,965	AUG 3, 1999	DECLARATION	AUG 3, 2005
THE AMERICAN MUSIC AWARDS	41	ENTERTAINMENT SERVICES	1,222,096	DEC 28, 1992	RENEWAL	DEC 28, 2002
THE FAMILY FILM AWARDS	41	ENTERTAINMENT SERVICES	2,102,419	SEP 30, 1997	DECLARATION	SEP 30, 2003
THE GREAT AMERICAN FOOD EXPERIENCE	42	RESTAURANT SERVICES	1,880,977	FEB 28, 1995	RENEWAL	FEB 28, 2005

U.S. REGISTERED TRADEMARKS
OF
DICK CLARK PRODUCTIONS, INC.
JULY 24, 2002

Mark	Class	Goods & Services	Reg. No.	Reg. Date	Actions	Due Dates
AB (STYLIZED)	41	ENTERTAINMENT SERVICES	1,497,134	JUN 19, 1988	RENEWAL	JUN 19, 2008
AB (STYLIZED)	28	PLASTIC MAGIC SPRING TOY	2,582,066	JUN 18, 2002	DECLARATION	JUN 18, 2007
DICK CLARK COMMUNI- CATIONS/THE EXPERIENCE IS LEGENDARY	42	PRODUCTION OF MOTION PICTURES	2,571,783	MAY 21, 2002	DECLARATION	MAY 21, 2008
AB (Stylized)	6,20	PLASTIC KEY CHAIN; METAL KEY CHAIN	2,590,985	JUL 9, 2002	DECLARATION	JUL 9, 2008
HOT COUNTRY NIGHTS	25	CLOTHING	1,760,712	MAR 23, 1993	RENEWAL	MAR 23, 2003
HOT COUNTRY NIGHTS	41	ENTERTAINMENT SERVICES	1,720,865	SEPT 29, 1992	RENEWAL	SEPT 29, 2002

MARK	CLASS	GOODS & SERVICES	SERIAL NO.	ACTION DUE	DUE DATE	FILING DATE
DICK CLARK'S NEW MUSIC AWARD	41	ENTERTAINMENT SERVICES	76/208,221	RESPONSE TO OFFICE ACTION FILED ON 11/08/2001; PENDING FURTHER EXAMINATION	Approved for Publication 4/11/2002	2/12/2002
THE AMERICAN MUSIC AWARDS NEW MUSIC AWARD	41	ENTERTAINMENT SERVICES	76/208,219	RESPONSE TO OFFICE ACTION FILED ON 12/17/2001; PENDING FURTHER EXAMINATION	Response to Final (Office Action) due 1/10/2003	2/12/2002
THE AMA NEW MUSIC AWARD	41	ENTERTAINMENT SERVICES	76/208,222	RESPONSE TO OFFICE ACTION FILED ON 11/08/2001; PENDING FURTHER EXAMINATION	Opposition period closes 08/03/02	2/12/2002
NEW MUSIC AWARD	41	ENTERTAINMENT SERVICES	76/208,220	RESPONSE TO OFFICE ACTION FILED ON 12/17/2001; PENDING FURTHER EXAMINATION	Response to Final Office Action) due 1/10/2003	2/12/2002
BANDSTAND	42	RESTAURANT SERVICES	75/574,613	STATEMENT OF USE - 5 TH EXT.	Extension 5 granted Statement of Use due Oct 19, 2002	10/19/1998
DICK CLARK COMMUNICATIONS / THE EXPERIENCE IS LEGENDARY	41, 42	PRODUCTION OF MOTION PICTURES	75/541,988	CASE ALLOWED STATEMENT OF USE - 1 ST EXT. DUE ON 6/12/2001 (See 81232-249832) PETITION TO REVIVE FILED ON 11/07/2001	Awaiting revival date from PTO, 2 nd and 3 rd Request for extension due on 07/27/2002	8/24/1998

MARK	CLASS	GOODS & SERVICES	SERIAL NO.	ACTION DUE	DUE DATE	FILING DATE
RATE A RECORD	41	ENTERTAINMENT SERVICES	75/497,467	PETITION TO REVIVE AND 2 ND EXTENSION OF STATEMENT OF USE FILED ON 06/21/2001	Application Pending Awaiting revival date from PTO.	5/27/1998
DICK CLARK'S AMERICAN BANDSTAND	41	ENTERTAINMENT SERVICES	75/732,451	NOTICE OF ALLOWANCE RECEIVED ON 02/13/2001; (Statement of Use 1 st Ext. filed on 08/10/2001) STATEMENT OF USE - 2 ND EXT.	Statement of Use due or 3 rd Extension of time due Aug 13, 2002.	6/18/1999
BANDSTAND CLUB	41, 42	DANCE CLUBS, NIGHT CLUBS	75/587,409	STATEMENT OF USE - 5 TH EXT.	Statement of Use or 5 th extension due on October 19, 2002	11/12/1998
THE CHAMBER	41	ENTERTAINMENT SERVICES	76/375,006	PENDING	N/A	2/26/2002
DICK CLARK'S CENSORED BLOOPERS	9	GAMING EQUIPMENT	76/370,004	PENDING	N/A	2/12/2002
BLOOPERS	9	SLOT/GAMING MACHINES	76/237,146	CASE ALLOWED STATEMENT OF USE - 1 ST EXT.	Statement of Use accepted. Application Allowed for Registration	4/9/2001
DICK CLARK'S GREAT AMERICAN MUSIC EXPERIENCE	41	ENTERTAINMENT SERVICES	75/854,571	CASE IS UNDER OPPOSITION BY EXPERIENCE MUSIC PROJECT	Opposition instituted for proceeding	11/22/1999

MARK	CLASS	GOODS & SERVICES	SERIAL NO.	ACTION DUE	DUE DATE	FILING DATE
AB (Stylized)	21	MUGS, SHOT GLASS, DRINKING GLASS	75/858,658	OPPOSITION FILED BY ANHEUSER-BUSCH PENDING	Application opposed	11/29/1999
THE NEED FOR GREED	6, 9, 16, 21, 25, 28, 41	ENTERTAINMENT SERVICES, NAMELY, QUIZ SHOW ON TELEVISION	75/923,594	PUBLISHED - OPPOSITION PERIOD EXPIRES 08/30/2001 (Application Amended & Accepted)	Statement of use due October 11, 2002	2/19/2000
DICK CLARK'S NEW YEAR'S ROCKIN' EVE	9	GAMING EQUIPMENT	76/370,003	PENDING	N/A	2/12/2002
THE GREAT AMERICAN MUSIC EXPERIENCE	41	ENTERTAINMENT SERVICES	75/636,731	PUBLICATION ISSUED 02/27/2001; OPPOSITION PENDING	Opposition Instituted for proceeding	2/8/1999
RATE A RECORD	9	GAMING EQUIPMENT, NAMELY, SLOT AND GAMING MACHINES	76/297,016	FOREIGN FILING DEADLINE (Pending Examination)	Statement of Use or 1 st Ext due December 25, 2002	8/9/2001
TOP TEN	9	GAMING EQUIPMENT, NAMELY, SLOT AND GAMING MACHINES	76/297,017	FOREIGN FILING DEADLINE (Pending examination)	Statement of Use or 1 st Ext due December 25, 2002	8/9/2001
AMERICAN BANDSTAND	9	GAMING EQUIPMENT, NAMELY, SLOT AND GAMING MACHINES	76/320,284	FOREIGN FILING DEADLINE RESPONSE TO OFFICE ACTION	Opposition Expires on 8/9/2002	10/2/2001
NEW YEAR'S ROCKIN' EVE	9	GAMING EQUIPMENT, NAMELY, SLOT AND GAMING MACHINES	76/320,283	FOREIGN FILING DEADLINE (Pending examination)	Published of Opposition 5/7/2002	10/2/2001
DICK CLARK AB GRILL	25	CLOTHING	FILED	AWAITING FILING RECEIPT FROM Patent/Trademark Office	Foreign Filing Deadline	

TRADEMARK

REEL: 002557 FRAME: 0964

MARK	CLASS	GOODS & SERVICES	SERIAL NO.	ACTION DUE	DUE DATE	FILING DATE
DICK CLARK AB GRILL and Design	25	CLOTHING	FILED	AWAITING FILING RECEIPT FROM PATENT/TRADENAME OFFICE	Foreign Filing Deadline	
DICK CLARK AMERICAN BANDSTAND	25	CLOTHING	FILED	AWAITING FILING RECEIPT FROM PATENT/TRADENAME OFFICE	Foreign Filing Deadline	
DICK CLARK'S AMERICAN BANDSTAND and Design	25	CLOTHING	FILED	AWAITING FILING RECEIPT FROM PATENT/TRADENAME OFFICE	Foreign Filing Deadline	
AB BANDSTAND	9	GAMING EQUIPMENT	76/370,002	PENDING	N/A	2/12/2002
RATE A RECORD	9	GAMING EQUIPMENT	76/297,016	PENDING	N/A	8/9/2001
GREED	6, 9, 16, 21 & 41	ENTERTAINMENT SERVICES, NAMELY, QUIZ SHOW ON TELEVISION	75/923,593	PENDING	N/A	2/19/2000
DICK CLARK'S GREAT AMERICAN MUSIC EXPERIENCE	41	ENTERTAINMENT SERVICES, NAMELY OPERATION OF MUSIC THEMED MUSEUM	75/854,571	OPPOSITION FILED BY EXPERIENCE MUSIC PROJECT	N/A	11/22/1999

TRADEMARK

REEL: 002557 FRAME: 0965

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, dick clark productions, inc., a Delaware corporation, (the "Borrower") and each other Subsidiary of the Borrower whose name appears at the foot hereof (each a "Subsidiary;" together with the Borrower, the "Pledgors"), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to the terms of the Credit and Guaranty Agreement, dated as of July 24, 2002 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Pledgors, the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, as Administrative Agent for the Lenders (the "Administrative Agent"), the Lenders have agreed to make loans to the Borrower;

WHEREAS, pursuant to the terms of the Security Agreement dated as of July 24, 2002 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement") among the Pledgors, the Lenders and the Administrative Agent, the Pledgors have granted to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (such term being used herein as defined in the Credit Agreement); and

WHEREAS, the Administrative Agent and the Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Pledgors, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license of the Pledgors, including, without limitation, each Trademark license of the Pledgors referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Each Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Agent at the end of any calendar quarter in which such Pledgor registers or otherwise adopts, acquires or applies for any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, in each case which are of substantial value to such Pledgor, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of such Pledgor, such further instruments or documents (in form and substance reasonably satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself and the Lenders) granted pursuant to the Security Agreement, this Trademark Security Agreement, and the other Fundamental Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof, provided that such further instruments or documents (which, for the avoidance of doubt, does not include the updated copies of Schedule A and Schedule B) do not impose any additional duties, obligations or liabilities on such Pledgor in any material respect.

Each Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any act(s) which the Administrative Agent reasonably believes constitute an

infringement of any Trademark, or violate or infringe any right of a Pledgor, the Administrative Agent or the Lenders, or if any person, firm, corporation or other entity shall do or perform any act(s) which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to such Pledgor (or if an Event of Default (as defined in the Credit Agreement) is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. In such case, the Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the applicable Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give the applicable Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and such Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at such Pledgor's sole expense. For the avoidance of doubt, nothing herein shall limit the rights of the applicable Pledgor to take any steps or institute any suits or proceedings of the type described herein.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the Security Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. So long no Event of Default shall have occurred and be continuing, the Pledgors have the right of quiet enjoyment and may use and exploit the Trademarks in any manner. At such time as all Commitments under the Credit Agreement have terminated and all Obligations have been fully paid and performed, the Administrative Agent (on behalf of itself and the Lenders), shall execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Security Agreement.

Subject to the terms and conditions of the Security Agreement, the Administrative Agent (on behalf of itself and the Lenders) agrees that there will be no assignment of the Trademark Collateral by the Administrative Agent, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Administrative Agent gives written notice to the Pledgors of its intention to enforce its rights against any of the Trademark Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Security Agreement, the Credit Agreement and the other Fundamental Documents to which such Pledgor is a party, each Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Security Agreement, the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of July 24, 2002.

dick clark productions, inc.

By: 

Name: Francis C. La Maina
Title: President

GUARANTORS:

AMERICAN BANDSTAND RECORDS, INC.
BANDSTAND HOLDINGS, INC.
CLC PRODUCTIONS, INC.
CLICK RECORDS, INC.
CPI PRODUCTIONS, INC.
dc entertainment, inc.
dick clark communications, inc.
dick clark digital media, inc.
dick clark film group, inc.
dick clark media archives, inc.
dick clark presentations, inc.
dickclark.com, inc.
FAMILY SECRETS PRODUCTIONS, INC.
MAYBE PRODUCTIONS, INC.
STATIC PRODUCTIONS, INC.

By: 

Name: Francis C. La Maina
Title: President

Accepted:

JPMORGAN CHASE BANK, as Administrative Agent

By: 

Name:

Title:

 **Heffer**

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 002557 FRAME: 0971

STATE OF California)

COUNTY OF Los Angeles) : ss.:

On this the 25th day of July 2002, before me,
Bertha A Rodriguez, the undersigned Notary Public, personally appeared
Francis C. La Manna,

[] personally known to me,

proved to me on the basis of satisfactory evidence, to be the
President of the corporation known as dick clark productions, inc. who
executed the foregoing instrument on behalf of the corporation and acknowledged that such
corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Bertha A Rodriguez
Notary Public

STATE OF California)

: ss.:

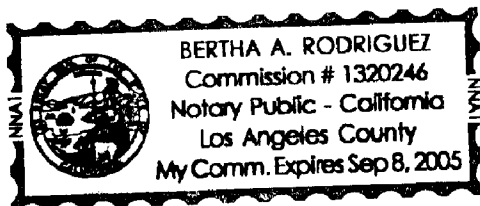
COUNTY OF Los Angeles)

On this the 25th day of July, 2002, before me,
Bertha A Rodriguez, the undersigned Notary Public, personally appeared
Francis C La Mania,

[] personally known to me,

proved to me on the basis of satisfactory evidence, to be the
President of the corporation known as American Bandstand Records, Inc.,
Bandstand Holdings, Inc., CLC Productions, Inc., Click Records, Inc., CPI Productions, Inc., dc
entertainment inc., dick clark communications, inc., dick clark digital media, inc., dick clark film
group, inc., dick clark media archives, inc., dick clark presentations, inc., dickclark.com, inc.,
Family Secrets Productions, Inc., Maybe Productions, Inc. and Static Productions, Inc., who
executed the foregoing instrument on behalf of the corporation and acknowledged that such
corporation executed it pursuant to a resolution of its Board of Directors.

WITNESS my hand and official seal.



Bertha A Rodriguez
Notary Public

MARK	CLASS	GOODS & SERVICES	SERIAL NO.	ACTION DUE	DUE DATE	FILING DATE
THE AMERICAN MUSIC AWARDS (Community Trademark Application)	9, 25, 35, 41 & 42	CL. 9 - PRE-RECORDED COMPACT DISCS FEATURING MUSIC; AND GAMING EQUIPMENT, NAMELY, SLOT AND GAMING MACHINES;	002307,403	PENDING EXAMINATION	Pending further Examination	4/19/2001
		CL. 25 - CLOTHING, NAMELY, SWEATSHIRTS AND SOCKS;				
		CL. 35 -				
		CL. 41 - ENTERTAINMENT SERVICES, NAMELY, APPEARANCES AND PERFORMANCES BY A TELEVISION CELEBRITY, PRESENTATION OF A MUSICAL TELEVISION PROGRAM, AND A MUSIC VARIETY TELEVISION PROGRAM; AND PROMOTING THE GOODS AND SERVICES OF OTHERS BY ALLOWING SPONSORS TO AFFILIATE THEIR GOODS AND SERVICES WITH A TELEVISION CELEBRITY				
		CL. 42 -				

MARK	CLASS	GOODS & SERVICES	SERIAL NO.	ACTION DUE	DUE DATE	FILING DATE
AMERICAN BANDSTAND (Community Trademark Application)	9, 28 & 41	CL. 9 - CL. 28 - CL. 41 -	002488,930	PUBLISHED APPLICATION	Pending Further Examination	5/12/2001
AMERICAN BANDSTAND (Community Trademark Application)	9, 25, 35, 41 & 42	CL. 9 - PRE-RECORDED COMPACT DISCS FEATURING MUSIC; AND GAMING EQUIPMENT, NAMELY, SLOT AND GAMING MACHINES; CL. 25 - CLOTHING, NAMELY, SWEATSHIRTS AND SOCKS; CL. 35 -	002306,702	PUBLISHED APPLICATION	Pending Further Examination	4/19/2001
		CL. 41 - ENTERTAINMENT SERVICES, NAMELY, APPEARANCES AND PERFORMANCES BY A TELEVISION CELEBRITY, PRESENTATION OF A MUSICAL TELEVISION PROGRAM, AND A MUSIC VARIETY TELEVISION PROGRAM; AND PROMOTING THE GOODS AND SERVICES OF OTHERS BY ALLOWING SPONSORS TO AFFILIATE THEIR GOODS AND SERVICES WITH A TELEVISION CELEBRITY				
		CL. 42 -				

TRADEMARK LICENSES

1. Four (4) Sublicense Agreements between dick clark restaurants, inc. and Host International, Inc. Agreement, entered into as of October 26, 1999, for the Indianapolis International Airport. Agreement, entered into as of June 23, 2000, for the Newark International Airport. Agreement, entered into as of March 3, 2000, for the Salt Lake City International Airport. Agreement, entered into as of March 2001, for Phoenix Sky Harbor International Airport (license suspended).
2. License Agreement, entered into October 29, 1999, by and between dick clark communications, inc. and Queen's Seaport Development, Inc. ("QSDI") relating to "Dick Clark's Great American Music Experience." Claim pending against QSDI for breach.
3. Letter agreement, dated June 10, 2002, confirming the agreement and understanding between dick clark productions, inc. and Olive Enterprises, Inc. relating to "American Dreams." Letter, dated November 14, 2001, from Studios USA Television LLC ("SUSA") to dick clark productions, inc. and ICM confirming the exercise of SUSA's option relating to "Miss American Pie." Fax, dated October 1, 2001, confirming the agreement and understanding between dick clark productions, inc. and SUSA relating to "Miss American Pie."
4. Joint Promotion/Sponsorship Agreement, made and entered into January 1, 2001, between Coca-Cola North America and dick clark communications, inc.
5. Trademark License Agreement, to be dated as of July 25, 2002, between Olive Enterprises, Inc. and dick clark productions, inc.

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C O U N S E L O R S A T L A W

Ellen M. Baker
Legal Assistant
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August 2, 2002

VIA HAND DELIVERY

Commissioner for Trademarks
Box Assignments
2900 Crystal Drive
Arlington, Virginia 22202-3513
Attention: Assignment Branch

Re: Recordation of Trademark Security Agreement
 Our Ref: 66397-0001 (Client Matter No. 66397-0257)

Dear Madam:

We enclose for recording at the Assignment Branch an original document entitled Trademark Security Agreement reflecting that dick clark productions, inc., et al. has issued a trademark security agreement to JP Morgan Chase Bank.

The trademark security agreement should only be filed to update record title to the 62 U.S. Federal trademarks highlighted on Schedule A which is attached to the document and appearing behind Tab A. Please note that Schedule A lists 69 total trademarks.

The details of this recording are set out on the enclosed Recordation Form Cover Sheet in compliance with Patent and Trademark Office rules. We also enclose a check in the amount of \$1565.00 to cover the filing fee for this request. Any additional fees should be charged to the deposit account of Morgan, Lewis & Bockius LLP, Deposit Account No. 13-4520.

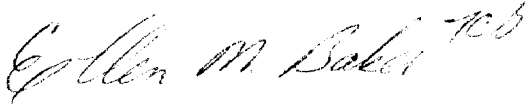
Philadelphia Washington New York Los Angeles Miami Harrisburg Pittsburgh
Princeton Northern Virginia London Brussels Frankfurt Tokyo

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TRADEMARK
REEL: 002557 FRAME: 0977

Please call me if you have any questions concerning this filing. Thank you for your assistance.

Sincerely,

Handwritten signature of Ellen M. Baker in cursive script, with the initials "EB" written at the end of the signature.

Ellen M. Baker
Legal Assistant

Enclosures

cc: Justin Wertman (w/o encls.)
Meytal Kashi (w/ encls.)