

08-19-2002

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

RECORDATION F
OFFICE OF PATENTS AND TRADEMARKS



DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌

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2002 AUG 15 AM 9:52

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

1. Name of conveying party(ies) **FINANCE SECTION**
 Dick Clark Productions, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

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

2. Name and address of receiving party(ies)
 Name: Capital Communications CDEQ Inc.
 Internal _____
 Address: _____

Street Address: 2001 McGill College Ave., 7th Floor
Quebec
 City: Montreal State: Canada Zip: H3A 1G1

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Company constituted in accordance with laws of province of Quebec

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
 Security Agreement Change of Name
 Other _____

Execution Date: July 24, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
See attached

B. Trademark Registration No.(s)
See attached

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: **61**

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Josh S. Ridout, Esq.
 Internal Address: Paul, Hastings, Janofsky & Walker LLP
 Street Address: 515 South Flower Street
Twenty-Fifth Floor
 City: Los Angeles State: CA Zip: 90071

7. Total fee (37 CFR 3.41)..... \$ 1,540
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

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.

Josh S. Ridout 8/12/02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **18**

08/16/2002 LNUELLER 00000166 1497134

01 FC:481
02 FC:482

40.00 OP
1500.00 OP

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

TRADEMARK
REEL: 002558 FRAME: 0268

Trademark Recordation Cover Sheet

Continuation of Item 2 – Additional Receiving Parties

The Henry Winterstern Family Trust
825 Saint-Antoine Ouest, Niveau F
Montreal, Quebec H5A 1B5 Canada
Company constituted in accordance with the laws of the province of Quebec

Andell Holdings LLC
157 Church Street, Box 426
New Haven, CT 06502
Delaware limited liability company

Charles Rosner Bronfman Family Trust
1170 Peel Street, 7th Floor
Montreal, Quebec H3B 4P2 Canada
Company constituted in accordance with the laws of the province of Quebec

ATTACHMENT TO TRADEMARK RECORDATION FORM COVER SHEET

Registrations

Mark	Reg. No.
AB (Stylized)	1,497,134
AB (Stylized)	1,858,166
AB (STYLIZED)	1,497,134
AB (STYLIZED)	2,582,066
AB (Stylized)	2,590,985
AMA Statue Design	1,631,927
AMERICAN BANDSTAND	1,482,459
AMERICAN BANDSTAND	1,284,690
AMERICAN BANDSTAND	1,849,271
AMERICAN BANDSTAND (BLOCK)	2,498,412
AMERICAN BANDSTAND GRILL	1,740,325
AMERICAN BANDSTAND REGULARS	2,365,126
BANDSTAND	1,285,617
BANDSTAND USA	2,164,202
BLOOPERS	2,466,773
CLICK	2,359,657
CLICK RECORDS	1,946,005
DC (Stylized)	1,492,966
DC (Stylized)	1,493,611
DICK CLARK COMMUNICATIONS/THE EXPERIENCE IS LEGENDARY	2,571,783
DICK CLARK'S AB DINER (Stylized)	2,509,879
DICK CLARK'S AB GRILL (Stylized)	2,509,880

Mark	Reg. No.
DICK CLARK'S AMERICAN BANDSTAND GRILL AB And Design	1,692,014
DICK CLARK'S AMERICAN BANDSTAND GRILL AB And Design	1,818,728
DICK CLARK'S AMERICAN BANDSTAND GRILL AB And Design	1,859,174
DICK CLARK'S AMERICAN BANDSTAND GRILL AB And Design	1,783,029
DICK CLARK'S AMERICAN BANDSTAND GRILL AB And Design	1,703,376
DICK CLARK'S GOOD 'OL DAYS	1,322,628
GOLDEN GREATS	2,078,474
GOLDEN GREATS	1,559,318
HOT COUNTRY NIGHTS	1,760,712
HOT COUNTRY NIGHTS	1,720,865
NEW YEAR'S ROCKIN' EVE	1,835,779
SHOW + BUSINESS	2,265,965
THE AMERICAN MUSIC AWARDS	1,222,096
THE FAMILY FILM AWARDS	2,102,419
THE GREAT AMERICAN FOOD EXPERIENCE	1,880,977

Applications

Mark	Serial No.
AB (Stylized)	75/858,658
AB BANDSTAND	76/370,002
AMERICAN BANDSTAND	76/320,284
BANDSTAND	75/574,613
BANDSTAND CLUB	75/587,409
BLOOPERS	76/237,146
DICK CLARK'S CENSORED BLOOPERS	76/370,004

Mark	Serial No.
DICK CLARK'S GREAT AMERICAN MUSIC EXPERIENCE	75/854,571
DICK CLARK'S NEW YEAR'S ROCKIN' EVE	76/370,003
DICK CLARK'S AMERICAN BANDSTAND	75/732,451
DICK CLARK'S GREAT AMERICAN MUSIC EXPERIENCE	75/854,571
DICK CLARK'S NEW MUSIC AWARD	76/208,221
DICK CLARK COMMUNICATIONS / THE EXPERIENCE IS LEGENDARY	75/541,988
GREED	75/923,593
NEW MUSIC AWARD	76/208,220
NEW YEAR'S ROCKIN' EVE	76/320,283
RATE A RECORD	75/497,467
RATE A RECORD	76/297,016
THE AMA NEW MUSIC AWARD	76/208,222
THE AMERICAN MUSIC AWARDS NEW MUSIC AWARD	76/208,219
THE CHAMBER	76/375,006
THE GREAT AMERICAN MUSIC EXPERIENCE	75/636,731
THE NEED FOR GREED	75/923,594
TOP TEN	76/297,017

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Recordation of Security Interest in Trademarks

1,497,134

APPOINTMENT OF DOMESTIC REPRESENTATIVE

The undersigned hereby designates the law firm of Paul, Hastings, Janofsky & Walker LLP, with offices at 515 South Flower Street, 25th Floor, Los Angeles, California 90071, as its domestic representative upon whom notice or process in proceedings affecting the above identified mark may be served. Please direct all correspondence regarding such proceedings to the attention of Joshua S. Ridout, Esq.

DATED: August 5, 2002

CAPITAL COMMUNICATIONS CDPQ INC.
a Quebec company

By: S. McLaughlin
[Name]

Its DIRECTOR, INVESTMENTS

By: Adlene Belafre
[Name]

Its Vice President, Investments

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE


Recordation of Security Interest in Trademarks

APPOINTMENT OF DOMESTIC REPRESENTATIVE

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DATED: August 5, 2002

CHARLES ROSNER BRONFMAN FAMILY TRUST,
a Quebec trust.

By: 
[Name] RICHARD DOYLE
Its AUTHORIZED REPRESENTATIVE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

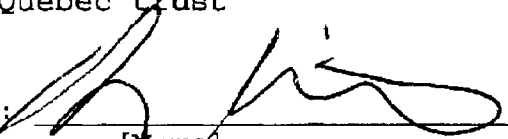
Recordation of Security Interest in Trademarks

APPOINTMENT OF DOMESTIC REPRESENTATIVE

The undersigned hereby designates the law firm of Paul, Hastings, Janofsky & Walker LLP, with offices at 515 South Flower Street, 25th Floor, Los Angeles, California 90071, as its domestic representative upon whom notice or process in proceedings affecting the above identified mark may be served. Please direct all correspondence regarding such proceedings to the attention of Joshua S. Ridout, Esq.

DATED: August 9, 2002

THE HENRY WINTERSTERN FAMILY TRUST
a Quebec trust

By: 
[Name]
Its _____

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, dick clark productions, inc.(the "Pledgor"), now owns or holds 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 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 Pledgor and the Lenders referred to therein (the "Lenders"), the Lenders have agreed to make available to the Pledgor a Term Credit Facility;

WHEREAS, pursuant to the terms of the Subordinated Security Agreement dated as of the date hereof (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement") among the Pledgor and the Lenders, the Pledgor has granted to the Lenders a security interest in and to all personal property of the Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's 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 Pledgor, 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 of the Pledgor under the Credit Agreement (collectively, the "Obligations");

WHEREAS, the Lenders are also party to the Restaurant Lender Subordination Agreement dated as of July 24, 2002 among the Pledgor, the Guarantors, MCG Capital Corporation, as administrative agent for the subordinated creditors referenced therein, and JPMorgan Chase Bank, as administrative agent for the senior lenders referenced therein (the "Restaurant Lender Subordination Agreement"); and

days' prior written notice to the Pledgor (or if an Event of Default (as defined in the Credit Agreement) is at the time continuing, then without notice), the Lenders may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Lenders 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 Lenders may take such steps or institute such suits or proceedings in their own name or in the name of the Pledgor or in the names of the parties jointly. The Lenders hereby agree to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Lenders pursuant to this paragraph and the Pledgor agrees to assist the Lenders with any steps taken, or any suits or proceedings instituted by the Lenders pursuant to this paragraph at the Pledgor's sole expense. For the avoidance of doubt, nothing herein shall limit the rights of the 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 Lenders pursuant to the Security Agreement. The Pledgor and the Lenders do hereby further acknowledge and affirm that the rights and remedies of 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.

All rights, recourses or remedies of the Lenders hereunder shall be exercised only in accordance with the provisions of the Restaurant Lender Subordination Agreement for so long as the Restaurant Lender Subordination Agreement is in effect. In the event of any inconsistency between the terms hereof and the terms of the Restaurant Lender Subordination Agreement, the terms of the Restaurant Lender Subordination Agreement shall control for as long as the Restaurant Lender Subordination Agreement is in effect.

This Trademark Security Agreement is made for collateral purposes only. So long as no Event of Default shall have occurred and be continuing, the Pledgor have the right of quiet enjoyment and may use and exploit the Trademarks in any manner. At such time as all commitments of the Lenders under the Credit Agreement have terminated and all Obligations have been fully paid and performed, the Lenders shall execute and deliver to the Pledgor, at the Pledgor' 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 Lenders in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lenders pursuant to the terms hereof or of the Security Agreement.

Subject to the terms and conditions of the Security Agreement, the Lenders agree that there will be no assignment of the Trademark Collateral by the Lenders, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Lenders give written notice to the Pledgor of their intention to enforce their 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

Loan Documents to which the Pledgor is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Security Agreement, the Credit Agreement, the other Loan Documents and any other document, agreement, deed, notice or instrument relating to the Senior Secured Financing, the Mezzanine Financing and the securing thereof.

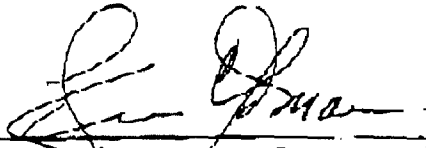
THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

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

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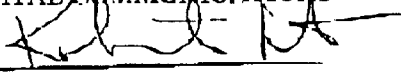
IN WITNESS WHEREOF, the Pledgor have caused this Trademark Security Agreement to be duly executed as of July 24, 2002.

dick clark productions, inc., as Pledgor

By: 
Name: FRANCIS C. LAMMANT
Title: PRESIDENT

Accepted:

CAPITAL COMMUNICATIONS CDPQ INC.

By 

Name:

Title:

By _____

Name:

Title:

ANDELL BUILDINGS LLC

By 

Name: Bruce I. Judelson

Title: Manager

By _____

Name:

Title:

(Signature page in Trademark Security Agreement)

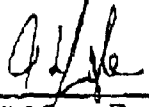
STIKEMAN ELLIOTT MONTREAL

TRADEMARK

REEL: 002558 FRAME: 0282

514 397 4040 P.47/53

CHARLES ROSNER BRONFMAN FAMILY TRUST

By 

Name: RICHARD DOYLE

Title: AUTHORIZED REPRESENTATIVE

By _____

Name:

Title:

[Signature page to Trademark Security Agreement]

514 397 4040 P.48/53

STIKEMAN ELLIOTT MONTREAL

TRADEMARK

REEL: 002558 FRAME: 0283

THE HENRY WINTERSTERN FAMILY TRUST

By [Signature]
Name:
Title:

By [Signature]
Name:
Title:

