

08-21-2002

MRP 8-16-02

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

RECC



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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):
 Equity Marketing, Inc.
 Individual(s)
 General Partnership Association
 Corporation Limited Partnership
 Other _____

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

2. Name and address of receiving party(ies)
 Name: Bank of America, N.A., as Secured Party
 Internal Address: _____
 Street Address: Fifth Avenue Plaza, 800 Fifth Avenue
 City: Seattle State: WA Zip: 98104-3185
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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

1. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Corporation-State
 Other: IP Supplement to Grant of Trademark Security Interest
 Execution Date: July 17, 2002

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

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,270,378; 2,377,523; and 2,377,524

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Lisa H. Juelle
 Internal Address: _____

 Street Address: O'MELVENY & MYERS LLP
400 South Hope Street
 City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$90.00
 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.
Lisa H. Juelle *Lisa H. Juelle* August 15, 2002
 Name of Person Signing Signature Date

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

08/20/2002
01 FC:481
02 FC:482

DBYRNE 00000028 2270378

40.00 DP
50.00 DP

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

LA1:980561.1

TRADEMARK
REEL: 002566 FRAME: 0515

IP SUPPLEMENT

This IP SUPPLEMENT, dated July 17, 2002, is delivered pursuant to and supplements (i) the Security Agreement, dated as of April 24, 2001 (as it may be from time to time amended, modified or supplemented, the "**Security Agreement**"), among EQUITY MARKETING, INC., a Delaware corporation ("**Grantor**"), the other Grantors named therein, and BANK OF AMERICA, N.A., as Secured Party, and (ii) the Grant of Trademark Security Interest dated April 24, 2001 (the "**Grant**") executed by Grantor. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Grant.

Grantor assigns and grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral listed on Schedule A attached hereto. All such Trademark Collateral shall be deemed to be part of the Trademark Collateral and shall be hereafter subject to each of the terms and conditions of the Security Agreement and the Grant.

IN WITNESS THEREOF, Grantor has caused this IP Supplement to be duly executed and delivered by its duly authorized officer as of July 17, 2002.

EQUITY MARKETING, INC.,
a Delaware corporation

By: _____

Name: Michael W. Sanders

Title: Senior Director, Finance

Schedule A

TRADEMARK COLLATERAL

Registered Trademarks:

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Equity Marketing, Inc.	UPSHOT	2,270,378	8/17/99
Equity Marketing, Inc.	FLY PAPER MEDIA IN MOTION AND DESIGN	2,377,523	8/15/00
Equity Marketing, Inc.	FLY PAPER	2,377,524	8/15/00

GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST**, dated April 24, 2001 is delivered pursuant to and supplements the Security Agreement, dated April 24, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among **EQUITY MARKETING, INC.**, a Delaware corporation ("**Grantor**" or "**Company**"), the other Grantors named therein, and **BANK OF AMERICA, N.A.**, as Secured Party. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

WHEREAS, GRANTOR owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, GRANTOR, has entered into a Credit Agreement dated as of April 24, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and Bank of America, N.A., as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Swap Contracts (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Rate Exchangers**"); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has agreed to assign for collateral purposes and grant to Secured Party a perfected security interest in, all of such Grantor's right, title and interest in, and Secured Party has agreed to become a secured creditor with respect to, among other things, the Trademark Collateral;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby assigns for collateral purposes and grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia,

tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 24th day of April, 2001.

EQUITY MARKETING, INC.

By: Kent R. Crandall
Name: KENT R. CRANDALL
Title: TREASURER

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks:

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Equity Marketing, Inc.	EQUITY MARKETING (Design Only)	2,066,507	06/03/97
Equity Marketing, Inc.	EQUITY PROMOTIONS (AND DESIGN)	2,088,849	08/19/97
Equity Marketing, Inc.	EQUITY TOYS	2,161,051	05/26/98
Equity Marketing, Inc.	HEADLINERS	2,109,882	10/28/97
Equity Marketing, Inc.	TUB TINTS	2,152,432	04/21/98
Equity Marketing, Inc.	WORLDWIDE PIN REGISTRY (AND DESIGN)	2,260,733	07/13/99
Equity Marketing, Inc.	YOU'LL KNOW THEM WHEN YOU SEE THEM	2,155,697	05/05/98

Trademarks Pending:

<u>Applicant</u>	<u>United States Trademark Description</u>	<u>Application Number</u>	<u>Filing Date</u>
Equity Marketing, Inc.	HEADLINERS IN THE CREASE	75/411,405	12/29/97
Equity Marketing, Inc.	HEADLINERS XL	75/439,652	02/24/98
Equity Marketing, Inc.	POWERPOPS	75/233,174	01/29/97
Equity Marketing, Inc.	SUSTAINABLE HEAT	75/910,814	02/05/00
Equity Marketing, Inc.	WEB AND WIN	75/761,450	7/27/99

LAI-928135

Schedule A-1