

10-21-2002

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Docket No.:

244-001320-US (-TM)



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To the Honorable Commissioner c

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and the attached original documents or copy thereof

1. Name of conveying party(ies):

Star Struck, Inc.

10/21/02

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

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

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

Name: People's Bank

Internal Address:

Street Address: 850 Main Street

City: Bridgeport State: CT ZIP: 06604

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 9, 2002

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75551604

B. Trademark Registration No.(s)

1680994 1749310

Additional numbers attached? Yes No

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

Name: Thomas L. Tully, Esq.

Internal Address: Perman & Green, LLP

Street Address: 425 Post Road

City: Fairfield State: CT ZIP: 06824

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 570.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

16-1350

10/22/2002 6TON11 00000045 75551604

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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.

Janik Marcovici, Esq.

Signature

9/30/02

Name of Person Signing

Signature

Date

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

9

**AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF
TRADEMARKS AND SECURITY AGREEMENT**

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS AND SECURITY AGREEMENT (this "Agreement") is made on the 7th day of ~~June~~ ^{July} 2002 between STAR STRUCK, INC., a Connecticut corporation having a mailing address at 8 Francis J. Clarke Circle, P.O. Box 308, Bethel, Connecticut 06801-0308 (the "Assignor") and PEOPLE'S BANK, a Connecticut banking corporation having a mailing address at 850 Main Street, Bridgeport, Connecticut 06604-4913 (the "Lender").

R.

RECITALS

WHEREAS, the Assignor executed and delivered a Revolving Promissory Note (the "Note") to the Lender in the aggregate principal amount of up to \$2,000,000.00 pursuant to a certain Loan Agreement dated October 29, 1998, between the Assignor and the Lender (as amended from time to time, the "Loan Agreement");

WHEREAS, in order to induce the Lender to execute and deliver the Loan Agreement, the Assignor agreed to assign to Lender certain trademark rights, pursuant to a certain Collateral Assignment of Trademarks and Security Agreement dated October 29, 1998 (the "Collateral Assignment"), which was executed contemporaneously with a certain Security Agreement (the "Security Agreement"), under which the Lender was granted a lien on and security interest in, among other things, machinery, equipment, formulations, manufacturing procedures, quality control procedures and product specifications of the Assignor ("Other Assets") relating to products sold under the Trademarks (as defined below);

WHEREAS, prior to entering into this Agreement, the Lender shall execute an assignment of the Trademarks back to the Assignor, and

WHEREAS, the Assignor and Lender agree to enter into this Agreement whereby the Assignor shall grant to the Lender a security interest in the Trademarks.

NOW, THEREFORE, in consideration of the premises, the Assignor hereby agrees with Lender as follows:

To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), the Assignor hereby unconditionally grants to the Lender a continuing security interest in and first priority lien on, and pledges and mortgages (but does not transfer title) to the Lender, all of the Assignor's rights, title and interest in and to all of the trademark applications and trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements (subject to paragraph 13 below) and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates. In addition, the Assignor has executed in blank and delivered to the Lender, for the Lender to hold, an

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assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Lender to complete an assignment and record with the United States Patent and Trademark Office ("PTO") the Assignment of Marks at any time after the assignment described in paragraph 7 has become effective.

2. Assignor covenants and warrants that:

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (b) To the best of the Assignor's knowledge, each of the Trademarks is valid and enforceable;
- (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (d) The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, except as provided by this Agreement, including without limitation pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons;
- (e) The Assignor has the unqualified right to enter into this Agreement and perform its terms;
- (f) The Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks;
- (g) The Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. The Assignor hereby grants to Lender and its employees and agents the right to visit the Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto with reasonable notice at reasonable times during regular business hours. The Assignor shall do any and all acts required by Lender to ensure the Assignor's compliance with paragraph 2(g).

4. The Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreements, including without limitation a license agreement, which is inconsistent with the Assignor's obligations under this Agreement, without Lender's prior written consent.

5. If, before the Obligations shall have been satisfied in full, the Assignor shall obtain rights to any new trademarks, the provisions of paragraph 1 shall automatically apply thereto and the Assignor shall give Lender prompt written notice thereof.

6. The Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by paragraphs 1 and 5 hereof.

7. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Trademarks provided in paragraph 1, the Assignor grants, assigns, transfers, conveys and lets over to the Lender the Assignor's entire right, title and interest in and to the Trademarks; provided that such grant, assignment, transfer and conveyance shall be effective only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon a demand or acceleration of the indebtedness by the Lender at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Lender) upon an Event of Default for which acceleration of the indebtedness outstanding under the Loan Agreement, or the Note issued pursuant thereto, is automatic.

8. At such time as the Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to vest in the Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks (subject to the provisions of paragraph 13 below), shall be borne and paid by the Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

10. The Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable and unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by the Assignor. The Assignor shall not abandon any Trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

11. Unless and until there shall have occurred and be continuing an Event of Default, the Assignor shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in

its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorney's fees, incurred by Lender in the fulfillment of the provisions of this paragraph 11.

12. In the event of the occurrence of an Event of Default under the Loan Agreement, the Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. If the Assignor fails to comply with any of its obligations hereunder, Lender may do so in the Assignor's name or in Lender's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

14. No course of dealing between the Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assignees of the parties.

19. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of Connecticut without regard to its conflict of laws provisions.

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IN WITNESS WHEREOF, this Amended and Restated Collateral Assignment of Trademarks and Security Agreement has been executed as of the day and year first above written.

ASSIGNOR

STAR STRUCK, INC.

By: [Signature]
Name:
Title:

LENDER

PEOPLES BANK

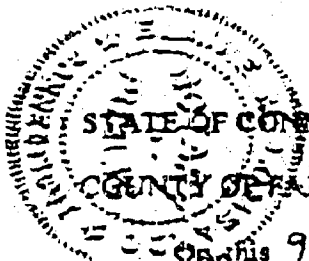
By: [Signature]
Name: Peter Coates
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT)
) ss. Bethel
COUNTY OF FAIRFIELD)

On this ___th day of September, 2002, before me, the undersigned officer, personally appeared _____ of Star Struck, Inc., signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited liability company.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____



STATE OF CONNECTICUT)
) ss. Bridgeport
COUNTY OF FAIRFIELD)

On this 9th day of September, 2002, before me, the undersigned officer, personally appeared Herbert Bates, Vice President of People's Bank, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said banking association.

Elvise M. Lombardo

~~Commissioner of the Superior Court~~
Notary Public My Commission Exp. June 30, 2004
My Commission Expires: _____

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CRYSTAL CLEAR	1,749,310	Sept. 13, 1991
PYRAMID	1,680,994	March 23, 1990
TRADEMARK APPLICATION		
THE GAME STARTS HERE	75/551,604	Sept. 11, 1998

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TOTAL P. 13

TOTAL P. 12