

10-23-2002



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

102258410 TRADEMARKS ONLY

R SHEET 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.

<p>1. Name of conveying party(ies): Heritage 215 Entertainment LLC</p> <p style="text-align: right; font-size: 1.2em; margin-right: 50px;">10-16-02</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>limited liability company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Comerica Bank - California</u> Internal Address: _____ Address: _____</p> <p>Street Address: <u>9777 Wilshire Blvd., 4th Fl.</u> City: <u>Beverly Hills</u> State: <u>CA</u> Zip: <u>90212</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Banking corporation - California</u></p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>September 26, 2002.</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>78/169,271</u></p>	<p>B. Trademark Registration No.(s)</p>
Additional number(s) attached <input type="checkbox"/> Yes <input type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Michael S. Sherman, Esq.</u> Internal Address: _____ Street Address: <u>1900 Avenue of the Stars</u> <u>7th Floor</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90067</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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2002 OCT 16 AM 7:30
FINANCE SECTION

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.

Steven Plotkin, Esq. 10/10/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

10/22/2002 LMUELLER 00000289 78169271
01 FC:8521 40.00 DP

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

TRADEMARK
REEL: 2603 FRAME: 0693

MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS

The undersigned (collectively, jointly and severally, the "Pledgor") irrevocably have granted to Comerica Bank - California, a California banking corporation (the "Secured Party"), a continuing security interest and lien in, to and on all of Pledgor's right, title and interest in, to and under the following:

- (a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark including, without limitation, each Trademark referred to in Schedule A attached hereto;
- (b) each Trademark license including, without limitation, each Trademark license referred to in Schedule B attached hereto; and
- (c) all products and proceeds of, and income from, any of the foregoing including, without limitation, any claim by the Pledgor against any third party for the past, present or future infringement or dilution of, or the violation of any rights with respect to, any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

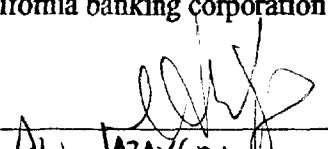
For the purposes hereof, "Trademark" means all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter 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.

The security interest and lien described herein is granted pursuant to the Trademark Security Agreement (the "Agreement"), dated as of September 26, 2002, made by Pledgor in favor of Secured Party. Nothing contained in this Memorandum of Security Interest in Trademarks shall be construed as constituting a present assignment of the Trademarks or as limiting any interest which Secured Party may have in any other collateral described in the Agreement or otherwise.

IN WITNESS WHEREOF the undersigned hereunto have set their hands this 26th day of September, 2002.

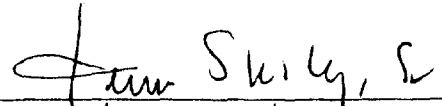
"Secured Party"

COMERICA BANK – CALIFORNIA,
a California banking corporation


By: Ali JAZAYERI
Its: CORP. BANKING OFFICER

"Pledgor"

HERITAGE 215 ENTERTAINMENT LLC,
a Delaware limited liability company


By: Kevin S. Willey, Sr.
Its: COO

SCHEDULE A

TRADEMARKS

Heritage 215 Entertainment LLC has filed an application for trademark registration of the mark "LIVIN' LARGE" on September 30, 2002 with the United States Patent and Trademark Office.

SCHEDULE B
TRADEMARK LICENSES

None.