

12-30-2002

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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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):

National Lampoon Networks, Inc.

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

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

2. Name and address of receiving party(ies)

Name: National Lampoon, Inc.

Internal Address: Suite 1000

Street Address: 10850 Wilshire Boulevard

City: Los Angeles State: CA Zip: 90024

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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: 12/8/02

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

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

Name: Elizabeth H. Lacy

Internal Address: Leagre Chandler & Millard

Street Address: 135 N Pennsylvania Street, Suite 1400

City: Indianapolis State: IN Zip: 46204

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41): \$ 340.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Angela Dorman, Paralegal Name of Person Signing

Angela Dorman Signature

12-20-02 Date

Total number of pages including cover sheet, attachments, and document: 6

12/30/2002 LNUELLER 00000047 78038906

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

01 FC:8521 02 FC:8522

40.00 OP 300.00 OP

TRADEMARK REEL: 002639 FRAME: 0800

**Additional Sheets for
Recordation Form Cover Sheet
Trademarks Only**

Item 4.A. Trademark Application Numbers:

- 1) Registration No. 761029122.
- 2) Registration No. 78038906.
- 3) Registration No. 78043231.
- 4) Registration No. 78044534.
- 5) Registration No. 78047464.
- 6) Registration No. 78076598.
- 7) Registration No. 7810684.

Item 4.B. Trademark Registration Numbers:

- 1) Registration No. 2,183,937.
- 2) Registration No. 2,140,273.
- 3) Registration No. 2,421,040
- 4) Registration No. 2,418,998.
- 5) Registration No. 2,419,086.
- 6) Registration No. 2,417,408.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“**Security Agreement**”), is made as of the 8th day of December, 2002, by NATIONAL LAMPOON NETWORKS, INC., a Delaware corporation with Taxpayer I.D. No. 54-2068375 (“**Borrower**”), having its chief executive offices at 10850 Wilshire Boulevard, Suite 1000, Los Angeles, CA 90024, in favor of NATIONAL LAMPOON, INC., a Delaware corporation and successor by merger to J2 COMMUNICATIONS, A California corporation (“**Secured Party**”), with a notice address of 10850 Wilshire Boulevard, Suite 1000, Los Angeles, CA 90024.

WITNESSETH:

WHEREAS, pursuant to a certain Demand Note dated as of August 28, 2002 (the “**Note**”), Secured Party agreed to make a loan to Borrower which loan was secured by a security interest granted in favor of Secured Party by Borrower in all of Borrower's assets including after acquired property such as the Trademark Collateral, as described below; and

WHEREAS, Borrower acquired substantially all of the assets of Burly Bear Network, Inc., a Delaware corporation, as of September 3, 2002, and such assets are subject to the grant of security interest in favor of Secured Party under the General Security Agreement (defined below).

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby further evidences its grant to Secured Party of a continuing security interest in the “**Trademark Collateral**” listed on Schedule 1 hereto, to secure payment, performance and observance of the Liabilities of Borrower to the Secured Party; and Borrower further agrees as follows:

1. Definitions. Terms used herein, and not specifically herein defined, shall have the meanings ascribed to them in the General Security Agreement dated as of August 28, 2002 by Borrower in favor of Secured Party (the “**General Security Agreement**”).


2. Purpose. This Security Agreement has been executed and delivered by Borrower to Secured Party for the purpose of registering the grant of the security interest herein with the United States Patent and Trademark Office or with such other Governmental Authorities as may have jurisdiction over the Trademark Collateral within or without the United States of America.

3. Incorporation by Reference. The security interest herein has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the General Security Agreement. The General Security Agreement and all rights and remedies of Secured Party shall remain in full force and effect in accordance with its terms. This Security Agreement is made subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in the General Security Agreement to the same extent and effect as if fully set forth herein, and the General Security Agreement is subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in this Security Agreement to the same extent and effect as if fully set forth therein. In the event of any irreconcilable inconsistency between the terms of the General Security Agreement and this Security Agreement, the General Security Agreement shall control.

4. Counterparts. This Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same document.


IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective duly authorized officers as of the 8th day of December, 2002.

NATIONAL LAMPOON NETWORKS, INC.,
a Delaware corporation

By: 
Daniel S. Laikin, Chief Operating Officer

ACCEPTED:

NATIONAL LAMPOON, INC., a Delaware corporation
(successor by merger to J2 COMMUNICATIONS,
A California Corporation)

By: 
Daniel S. Laikin, Chief Operating Officer

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Daniel S. Laikin, known to me to be Chief Operating Officer of each of National Lampoon Networks, Inc., a Delaware corporation and National Lampoon, Inc., a Delaware corporation and successor by merger to J2 Communications, a California corporation, and acknowledged the execution of the foregoing for and on behalf of said corporations.

Witness my hand and Notarial Seal, this 8th day of December, 2002.

Diane L Lawson
Notary Public - Signature

Diane L. Lawson
Notary Public - Printed

County: MARION
Commission Exp: 1-26-07

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Trademarks

- 1) Trademark for "Half Baked" - Registration No. 2,183,937, Principal Register, issued August 25, 1998.
- 2) Trademark for "Burly Bear Network" Registration No. 2,140,273, Principal Register, issued March 3, 1998.
- 3) Trademark for "Laarr's Lounge" Registration No. 2,421,040, Principal Register, issued January 16, 2001
- 4) Trademark for "Stripped Down" Registration No. 2,418,998, Principal Register, issued January 9, 2001.
- 5) Trademark for "Press Junky" Registration No. 2,419,086, Principal Register, issued January 9, 2001.
- 6) Trademark for "Burlyvision" Registration No. 2,417,408, Principal Register, issued January 9, 2001.

Applications for Registration of Trademarks:

- 1) Trademark/Service Application for the Burly Bear Network logo trademark, Registration No. 761029122, filed April 19, 2000.
- 2) Trademark/Service Application for "BurlyTV" trademark, Registration No. 78038906, filed December 12, 2000.
- 3) Trademark/Service Application for "Impostor" trademark, Registration No. 78043231, filed January 15, 2001.
- 4) Trademark/Service Application for "Celebrity Highway" trademark, Registration No. 78044534, filed January 23, 2001.
- 5) Trademark/Service Application for "Sexology" trademark, Registration No. 78047464, filed February 9, 2001.
- 6) Trademark/Service Application for "The Sex Talk Show" trademark, Registration No. 78076598, filed July 31, 2001.
- 7) Trademark/Service Application for "Movie Junky" trademark, Registration No. 7810684, filed February 5, 2002.


**LEAGRECHANDLER
& MILLARD LLP**
ATTORNEYS AT LAW
Solutions for Business Success™

WRITER'S DIRECT DIAL NUMBER
317.808.3161
ADorman@LCMLaw.com

December 20, 2002

EXPRESS MAIL

Express Mail label number: EL 852004645 US

BOX ASSIGNMENTS
Commissioner of Patents
and Trademarks
Washington, D.C. 20231

Date of Deposit: December 20 2002

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Angela D. Dorman

(Name of person mailing paper or fee)


Signature

Re: Recordation Form Cover Sheet
Trademark Security Agreement
Receiving Party: National Lampoon, Inc.
Trademark Nos. See Exhibit A attached hereto

Greetings:

We are submitting herewith a Recordation Form Cover Sheet (Trademarks Only) along with an original Trademark Security Agreement concerning the trademarks and trademark applications set forth on Exhibit A attached hereto. Please record the enclosed documents with your office. Also enclosed is a check made payable to the Commissioner of Patents and Trademarks in the amount of \$340.00 for the recording fee. You are authorized to charge any underpayment of fees for this filing to Deposit Account No. 50-0460. Please refer to our Client No. 5195-1864 when doing so, for tracking purposes.

December 20, 2002

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Please acknowledge receipt of the enclosed Recordation Form Cover Sheet and Trademark Security Agreement and check, by stamping and returning the enclosed self-addressed postcard.

If you have any questions, please contact Elizabeth Lacy or me at 317-808-3000.

Sincerely,



Angela D. Dorman
Paralegal

:ad

Attachment

Enclosures

cc: Elizabeth H. Lacy, Esq.

151784.1

EXHIBIT A

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