

04-29-2003

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



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): UNIVERSAL CITY STUDIOS LLLP UNIVERSAL HOME VIDEO LLLP UNIVERSAL STUDIOS HOME VIDEO LLC UNIVERSAL STUDIOS TELEVISION ENTERPRISES LLLP
[ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [X] Other LIMITED LIABILITY LIMITED PARTNERSHIP AND LIMITED LIABILITY COMPANY
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies) Name: JPMORGAN CHASE BANK, AS ADMINISTRATIVE AGENT Internal Address: LIEN PERFECTION UNIT Street Address: P.O. BOX 2558 City: HOUSTON State: TX Zip: 77252
[ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [X] Other BANK
If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [X] Security Agreement [ ] Change of Name [ ] Other
Execution Date: NOVEMBER 25, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE SCHEDULE A ATTACHED HERETO. B. Trademark Registration No.(s)
Additional number(s) attached [X] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: JACKIE LEE Internal Address: ACCESS INFORMATION SERVICES, INC. Street Address: 1773 WESTERN AVENUE City: ALBANY State: NY Zip: 12203

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$ 140.00 [X] 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. Jackie Lee Signature Date 4-23-03
Total number of pages including cover sheet, attachments, and document: 10

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

04/30/2003 6TON11 00000128 76472797
01 FC:8521 40.00 DP
02 FC:8522 100.00 DP
03 FC:8523 120.00 DP

TRADEMARK REEL: 002641 FRAME: 0851

Owner	Country	Trademark	Classes	App No	App Dt	Reg No	Reg Dt	Status
Universal City Studios LLLP	United States	ESCAPE FROM THE MUMMY'S TOMB	41	76/472797	12/9/2002			Pending Application
Universal City Studios LLLP	United States	HATS OFF TO HOLLYWOOD	42	76/495837	3/10/03			Pending Application
Universal City Studios LLLP	United States	VAN HELSING	16	76/493900	3/3/03			Pending Application
Universal City Studios LLLP	United States	VAN HELSING	25	76/493919	3/3/03			Pending Application
Universal City Studios LLLP	United States	VAN HELSING	28	76/483920	3/3/03			Pending Application

Worksheet: Sheet1  
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# TRADEMARK SECURITY AGREEMENT

## (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, UNIVERSAL CITY STUDIOS LLLP, a Delaware limited liability limited partnership (as successor in interest, for the purposes hereof, to Universal City Studios LP, Universal City Studios LLC and Universal City Studios, Inc.), UNIVERSAL HOME VIDEO LLLP, a Delaware limited liability limited partnership (as successor in interest, for the purposes hereof, to Universal Home Video LP, Universal Home Video LLC and Universal Home Video, Inc.), UNIVERSAL STUDIOS HOME VIDEO LLC, a Delaware limited liability company (as successor in interest, for the purposes hereof, to Universal Studios Home Video, Inc.) and UNIVERSAL TELEVISION ENTERPRISES LLLP, Delaware limited liability limited partnership (as successor in interest, for the purposes hereof, to Universal Television Enterprises LP, Universal Television Enterprise LLC, Universal Television Enterprises, Inc., MCA Television Limited, Universal Pay TV Programming, Inc. and Universal Television Enterprises Productions, Inc.) (herein referred to as the "Lien Grantors") own, or in the case of licenses, are party to, the Trademark Collateral (as defined below);

WHEREAS, Vivendi Universal Entertainment LLLP (the "Borrower"), the Mandated Lead Arrangers and Banks party thereto, and JPMorgan Chase Bank, as Administrative Agent, are parties to an Amended and Restated Agreement dated as of November 25, 2002 (as amended from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of November 25, 2002 (as amended and/or supplemented from time to time, the "Security Agreement") among the Borrower, the Guarantors party thereto and JPMorgan Chase Bank, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (including this Trademark Security Agreement), each Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "Lien Grantors' Secured Guarantee") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Lien Grantor, including all right, title and interest of such Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee, to secure the Lien Grantors' Secured Guarantee, a continuing security interest in all of such Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by such Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which such Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all Proceeds (as defined in the Security Agreement) of the foregoing, including, without limitation, all proceeds of and revenues from any claim by any Lien Grantor against third parties for past, present or future infringement of any Trademark owned by such Lien Grantor, and all rights and benefits of such Lien Grantor under any Trademark License;

in each case subject to the *provisos* at the end of Section 3(a) of the Security Agreement.

Each Lien Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of such Lien Grantor, any Secured Party (as defined in the Security Agreement) or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower's expense, to the extent permitted by law to exercise, at any time and from time to time while any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action as set forth in Section 19 of the Security Agreement.

Except to the extent not prohibited by the Security Agreement or the Loan Agreement, each Lien Grantor agrees not to sell, lease, exchange, assign or otherwise dispose of, or grant any option with respect to, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Lien Grantor to the Grantee pursuant to the Security Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee 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.

IN WITNESS WHEREOF, each Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 25<sup>th</sup> day of November, 2002.

UNIVERSAL CITY STUDIOS LLLP

By K Randall  
Name: Karen Randall  
Title: Executive Vice President

UNIVERSAL HOME VIDEO LLLP

By K Randall  
Name: Karen Randall  
Title: Executive Vice President

UNIVERSAL STUDIOS HOME VIDEO LLC

By K Randall  
Name: Karen Randall  
Title: Executive Vice President

UNIVERSAL STUDIOS TELEVISION  
ENTERPRISES LLLP

By K Randall  
Name: Karen Randall  
Title: Executive Vice President

Trademark Security Agreement

TRADEMARK  
REEL: 002641 FRAME: 0855

Acknowledged:

JPMORGAN CHASE BANK,  
as Administrative Agent

By: \_\_\_\_\_



Name:

Title:

**BRUCE BORDEN**  
**VICE PRESIDENT**

Trademark Security Agreement

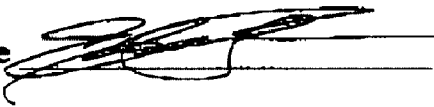
**TRADEMARK**  
**REEL: 002641 FRAME: 0856**

**ACKNOWLEDGMENT**

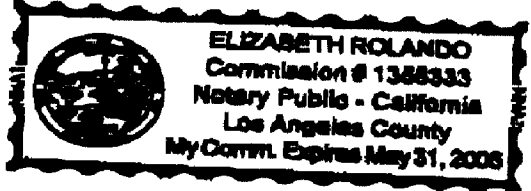
State of California            )  
  )  
County of Los Angeles        )

On November 25, 2002, before me, the undersigned, a notary public in and for said State, personally appeared Karen Randall, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that she executed the same in her respective authorized capacity, and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (seal)

Capacity of signatory: Notary Public



**U.S. TRADEMARK REGISTRATIONS**

TRADEMARK

REG. NO.

REG. DATE

See attached schedule

**U.S. TRADEMARK APPLICATIONS**

TRADEMARK

APP. NO.

APP. DATE

See attached schedule



# TRADEMARK LICENSES

**Name of  
Agreement**

**Parties  
Licensor/Licensee**

**Date of  
Agreement**

**Subject  
Matter**

See attached schedule

Owner	Country	Trademark	Classes	App No	App Dt	Reg No	Reg Dt	Status
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Worksheet: Sheet1  
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