



1-7-03

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|---|--|----------------|---|---|--|
| Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings | | 01-10-2003 | | U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office | |
| To the Honorable Commissioner of P: | | 102334050 | | Original documents or copy thereof. | |
| 1. Name of conveying party(ies): <u>Alcon Entertainment, LLC</u> <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 Co.</u> <u>of Delaware</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | 2. Name and address of receiving party(ies) Name: <u>JPMorgan Chase Bank</u> Internal Address: <u>Garrett Verdone</u> Street Address: <u>1110 Ave. of the Americas</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u> <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>NY Banking Corp.</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| 3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>December 6, 2002</u> | | | | | |
| 4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/234591</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | B. Trademark Registration No.(s) <u>2378099</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Rachel Miller</u> Internal Address: <u>Morgan, Lewis +</u> <u>BOCKIUS LLP</u> Street Address: <u>101 Park Ave</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10078</u> | | | 6. Total number of applications and registrations involved: 5 | | |
| | | | 7. Total fee (37 CFR 3.41) \$ <u>140.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account | | |
| | | | 8. Deposit account number: <u>13-4520</u> (Attach duplicate copy of this page if paying by deposit account) | | |
| DO NOT USE THIS SPACE | | | | | |
| 9. Statement and signature. <i>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.</i> <u>Meyer Kosni</u> <u>[Signature]</u> <u>1/6/03</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 12 | | | | | |

01/10/2003 DBYRNE 00000012 76234591

01 FC:8521
02 FC:8522

40.00 DP
100.00 DP

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

1. Trademarks and Service Marks: Registrations and Applications

Alcon has applied for registration of its trademarks and service marks exclusively at the United States Patent and Trademark Office (“USPTO”); no state trademark or service mark applications have been filed. With regard to these marks, Alcon has not entered into any material licenses, sublicenses, or other material agreements (other than any agreements which relate to exploitation of a Picture).

| Mark | Filing Basis | Serial Number or Registration Number | Filing Date or Registration Date | Goods/Services | Status |
|----------------------------------|--------------|--------------------------------------|----------------------------------|--|------------|
| ALCON ENTERTAINMENT (and design) | ITU | Reg. No. 2378099 | Reg. 8/15/2000 | Entertainment services, namely, motion picture film and television production services, and sound recording production services, in International Class 41. | Registered |
| ALCON ENTERTAINMENT (and design) | ITU | Reg. No. 2406953 | Reg. 11/21/2000 | Video and sound recordings, namely prerecorded audio and video tapes, cassettes, compact discs, laser discs, and motion pictures featuring drama, music, and comedy, in International Class 9. | Registered |

| Mark | Filing Basis | Serial Number or Registration Number | Filing Date or Registration Date | Goods/Services | Status |
|--|--------------|--------------------------------------|----------------------------------|--|--|
| ALCON ENTERTAINMENT (and design) | ITU | 76/234591 | Filed 04/2/2001 | Video and sound recordings, namely prerecorded audio and video tapes, cassettes, compact discs, laser discs, DVD discs, CD-ROMs, motion picture films, all featuring drama, music, and comedy; downloadable video recordings featuring drama, music, comedy, animation; downloadable audio recordings featuring drama, music, and comedy; interactive multimedia computer game programs, interactive vide game programs, video and computer game software, programs, cartridges, cassettes, discs, CD-ROMs, DVD-ROMs, and tapes, in International Class 9. | Pending |
| ALCON ENTERTAINMENT (and design – motion logo) | USE | Serial Number 76/326369 | Filed 6/15/99 | Video and sound recordings, namely prerecorded audio and video tapes, cassettes, compact discs, laser discs, and motion pictures featuring drama, music, comedy and other types of entertainment media, in International Class 9. Entertainment services, namely, motion picture film and television production services, and sound recording production services, in International Class 41. | Pending. Due to mishandling by the USPTO, this serial number replaced serial number 75/727625. |

| Mark | Filing Basis | Serial Number or Registration Number | Filing Date or Registration Date | Goods/Services | Status |
|--|--------------|--------------------------------------|----------------------------------|---|---|
| ALCON ENTERTAINMENT (and design – motion logo) | USE | Serial Number 75/727625 | Filed 6/15/99 | <p>Video and sound recordings, namely prerecorded audio and video tapes, cassettes, compact discs, laser discs, and motion pictures featuring drama, music, comedy and other types of entertainment media, in International Class 9.</p> <p>Entertainment services, namely, motion picture film and television production services, and sound recording production services, in International Class 41.</p> | This was the original filing for the motion logo, but it was replaced by serial number 76/326369 due to USPTO mishandling. Eventually, the USPTO will purge this serial number. |

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Alcon Entertainment, LLC, a Delaware limited liability company (the "Pledgor"), now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined as 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) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of December 6, 2002, among the Pledgor as Borrower thereunder, the guarantors referred to therein, the lenders referred to therein (the "Lenders"), and JPMorgan Chase Bank as agent for the Lenders (in such capacity the "Administrative Agent") and as Issuing Bank (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement), the Lenders have agreed to make loans to the Pledgor and the Issuing Bank has agreed to issue Letters of Credit for the account of the Pledgor;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgor has granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of the Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (such term being used herein as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does, hereby grant to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor:

(i) 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 annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

The Pledgor agrees that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right of the Pledgor, the Administrative Agent, the Issuing Bank or the Lenders therein or if any Person shall do or perform any acts which the Administrative Agent believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty days' prior written notice to the Pledgor (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such steps and institute such suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary for the full protection of the

rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgor written notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each of the Pledgor and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated, all Obligations have been indefeasibly paid in full and performed and all Letters of Credit have expired or been terminated or canceled, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) shall execute and deliver to the Pledgor, at the Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders), will provide the notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

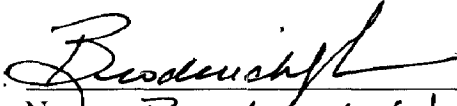
**THIS TRADEMARK SECURITY AGREEMENT SHALL BE
CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE
STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE
PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.**

In the event of a conflict between this Trademark Security Agreement and the Credit Agreement, the provisions of the Credit Agreement will govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of day and year first written above.

ALCON ENTERTAINMENT, LLC

By: 
Name : Broderick Johnson
Title: Co-President

Accepted:

JPMORGAN CHASE BANK,
as Administrative Agent

By: _____
Name:
Title:

Trademark Security Agreement

STATE OF California)

COUNTY OF Los Angeles) ss.:

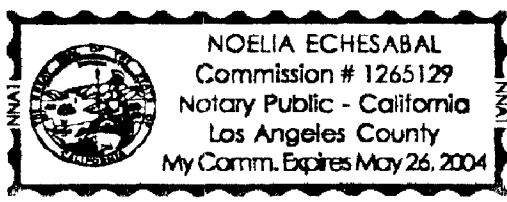
On this the 12th day of December, 2002, before me, Noelia Echesabal

Broderick Johnson, the undersigned Notary Public, personally appeared

personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the Co-President of Alcon Entertainment, LLC who executed the foregoing instrument on behalf of the company and acknowledged that such company executed it pursuant to a resolution of its Members.

WITNESS my hand and official seal.
Noelia Echesabal
Notary Public



Trademark Security Agreement

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of day and year first written above.

ALCON ENTERTAINMENT, LLC

By: _____
Name :
Title:

Accepted:

JPMORGAN CHASE BANK,
as Administrative Agent

By:  _____
Name:
Title: **Dennis Heffernan, VP**

Trademark Security Agreement

TRADEMARK
REEL: 002645 FRAME: 0955

Schedule B to Trademark
Security Agreement

TRADEMARK LICENSES



Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Tel: 202.739.3000
Fax: 202.739.3001
www.morganlewis.com

Morgan Lewis
C O U N S E L O R S A T L A W

Ellen M. Baker
Legal Assistant
(202) 739-5758
ebaker@morganlewis.com

January 7, 2003

VIA HAND DELIVERY

Commissioner for Trademarks
Box Assignments
2900 Crystal Drive
Arlington, Virginia 22202-3513
Attention: Assignment Branch

Re: Recordation of Trademark Security Agreement
 Our Ref: 66397-0000-001

Dear Madam:

We enclose for recording at the Assignment Branch an original document entitled Trademark Security Agreement reflecting that Alcon Entertainment, LLC has issued a trademark security agreement to JP Morgan Chase Bank. The trademark security agreement is being filed to update record title to the 5 U.S. Federal trademarks listed on the Schedule attached to the document.

The details of this recording are set out on the enclosed Recordation Form Cover Sheet in compliance with Patent and Trademark Office rules. We also enclose a check in the amount of \$140.00 to cover the filing fee for this request. Any additional fees should be charged to the deposit account of Morgan, Lewis & Bockius LLP, Deposit Account No. 13-4520.

Please call me if you have any questions concerning this filing. Thank you for your assistance.

Sincerely,

Ellen M. Baker
Legal Assistant
Enclosures

cc: Rachel Miller
Meytal Kashi

Philadelphia Washington New York Los Angeles Miami Harrisburg Pittsburgh
Princeton Northern Virginia London Brussels Frankfurt Tokyo

1-WA/1922331.1

RECORDED: 01/07/2003

TRADEMARK
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