

01-23-2003

KL Ref. No.: 056955/4

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

Patent and Trademark Office

To the Honorable Commissioner of P.

102345378

original documents or copy thereof.

1. Name of conveying party(ies)
BAD BOY LLC.

1-16-03

Individual(s)
 General Partnership
 Corporation-State
 Association
 Limited Partnership
 Other- A Delaware limited liability Company

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

2. Name and address of receiving party(ies)
Name: **Bad Boy Entertainment, Inc.**

Internal Address:

Street Address: **1540 Broadway, 30th Floor**

City: **New York** State: **NY** Zip: **10036**

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

3. Nature of conveyance:

Assignment
 Security Agreement
 Merger
 Change of Name
 Other

Execution Date: November 20, 2002

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

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

A. Trademark Application No.(s) **74/476,166** B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: **Amanda J. Pestcoe, Esq.**

Internal Address: **Kramer Levin Naftalis & Frankel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **New York** Zip: **10022**

6. Total number of applications and registrations involved.....²

7. Total fee (37 CFR 3.41) **\$65.00**

Enclosed
 Authorized to be charged to deposit account # **50-0540**

8. Deposit account number: **50-0540**
(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.

Amanda J. Pestcoe *Amanda Pestcoe* **January 16, 2003**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 12

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

RFCST.PTO

01/22/2003 TDIAZ1 00000185 74476166

01 FC:8521 40.00 DP
02 FC:8522 25.00 DP

KL3:2237585.1

TRADEMARK
REEL: 002654 FRAME: 0285

RECORDATION FORM COVER SHEET
CONTINUATION SHEET

APPLICATION NUMBER

75/863,616

TRADEMARK

BADBOYONLINE

ENTERTAINMENT TRADEMARK SECURITY AGREEMENT

THIS ENTERTAINMENT TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into as of November 20, 2002, by BAD BOY LLC, a Delaware limited liability company with an address at 11988 El Camino Real, Suite 200, San Diego, California 92130 (the "Debtor"), in favor of Bad Boy Entertainment, Inc., a New York corporation, with an address at 1540 Broadway, 30th Floor, New York, New York 10036 (the "Secured Party").

RECITALS

A. Platypus Wear, Inc. ("PWI") sued the Secured Party and certain other related entities in the United States District Court for the Southern District of California ("District Court") in Case No.: 00CV0133 JM (JAH) ("Litigation"), alleging infringement and dilution of PWI's Bad Boy trademarks by the defendants' use of variations of the term "Bad Boy" for their music and entertainment businesses.

B. On March 13, 2002, the District Court entered a final judgment against the Secured Party and the other defendants in the Litigation enforcing the parties' settlement of the Litigation ("Final Judgment"). The Final Judgment required Bad Boy Entertainment, Inc. to assign the Entertainment Marks (as defined below) to PWI, receive back a perpetual royalty-free license to use the Entertainment Marks (the "Entertainment License") pursuant to a separate entertainment license agreement, and further required the Secured Party or its affiliates to enter into a multi-year, royalty-bearing clothing license with PWI pursuant to a separate Clothing License Agreement. The Entertainment Marks are those marks set forth on Exhibit "A" attached hereto and incorporated herein.

C. Bad Boy Entertainment, Inc. and Sean John Clothing, Inc. have appealed from the Final Judgment.

D. Notwithstanding the appeal, the Secured Party through its affiliates and PWI have begun performing under the Final Judgment.

E. Incident to the above arrangements, the Debtor and Secured Party agreed to enter into this Agreement for the purpose of granting to Secured Party a security interest in the Entertainment Marks solely to secure against damages that Secured Party incurs as a result of a termination or rejection of the Entertainment License Agreement other than through a breach by the Secured Party or the licensee of the Entertainment License Agreement.

NOW, THEREFORE, in consideration of the mutual provisions herein, the parties agree as follows:

1. Creation of Security Interest. The Debtor hereby grants to the Secured Party a security interest in all of the Debtor's right, title and interest in and to the Entertainment Marks, any registrations that result from the trademark applications listed in Exhibit "A," any renewals of the Entertainment Marks or any such registrations, together with the goodwill of the business

connected with the use of, and symbolized by, the Entertainment Marks and such registrations (collectively "Collateral").

2. Security for Obligations. The security interest granted under this Agreement by the Debtor solely secures the damages that Secured Party can prove that it has incurred as the result of the termination or rejection of the Entertainment License Agreement of even date herewith between Debtor and Secured Party ("Entertainment License Agreement") through no breach of the Entertainment License Agreement by the Secured Party or the licensee or any sublicensee under the Entertainment License Agreement ("Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of the Secured Obligations, if any, that would be owed by the Debtor to the Secured Party but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Debtor.

3. Debtor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Debtor shall remain liable under the Entertainment License Agreement to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, and (b) the proper exercise by the Secured Party of any of the rights hereunder shall not release the Debtor from any of its duties or obligations under the Entertainment License Agreement.

4. Restrictions on Future Agreements. The Debtor will not without the Secured Party's prior written consent (a) enter into any agreement that is inconsistent with the Debtor's obligations under this Agreement, (b) take any action or fail to take any action that would have a material adverse effect on the validity or enforceability of the limited rights granted to the Secured Party under this Agreement, (c) abandon the applications or registrations for the Entertainment Marks provided that Secured Party (i) continues to use the Entertainment Marks on the goods or services that are the subject of such applications and registrations pursuant to the provisions of the Entertainment License Agreement, and (ii) promptly delivers to Debtor upon Debtor's request all necessary information, materials and documents evidencing such continuous use, or (d) enter into any other contractual obligations that would restrict, inhibit or impair in any way the Secured Party's rights to use, sell or otherwise dispose of the Collateral or any part thereof upon the termination or rejection of the Entertainment License Agreement through no breach of the Entertainment License Agreement by Secured Party or the Licensee or any sublicensee under the Entertainment License Agreement.

5. Representations and Warranties. The Debtor hereby represents, warrants, covenants and agrees that as of the date of this Agreement:

(a) It has not made a previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Collateral. It has not granted any license (other than the Entertainment License), release, covenant not to sue, or non-assertion assurance to any person with respect to any part of the Collateral.

(b) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other third party is required for (i) the grant by

the Debtor of the assignment and security interest granted hereby or the Debtor's execution, delivery or performance of this Agreement, (ii) the perfection or maintenance of the security interest created hereby (including the first priority nature of such security interest) or (iii) the exercise by the Secured Party of its rights provided for in this Agreement or the remedies in respect of the Collateral pursuant to this Agreement, in each case other than the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements have been duly filed, and the filing of Memoranda of Security Interest or summaries of this Agreement with the United States Patent and Trademark Office.

(c) Except for the Entertainment License, the Debtor has no knowledge of the existence of any right or any claim that could be made by any third party relating to any item of Collateral.

6. Further Assurances.

(a) Debtor agrees that from time to time, at Secured Party's sole reasonable expense, and with prior written notice from Secured Party, Debtor shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Secured Party may reasonably request, in order to perfect and protect the security interest granted under this Agreement (including, without limitation, the first-priority nature thereof) or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any part of the Collateral. Without limiting the generality of the foregoing, the Debtor shall promptly execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or as the Secured Party may reasonably request in order to perfect and preserve the security interest granted hereunder.

(b) The Debtor hereby authorizes the Secured Party to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the signature of the Debtor where permitted by law, provided that any such statements or amendments do not expand or modify the Collateral. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) With respect to each trademark or service mark registration or application for the Entertainment Marks as listed on Exhibit "A", the Debtor agrees to take all necessary steps, including, without limitation, in the United States Patent and Trademark Office to (i) maintain each such trademark or service mark registration or application, and (ii) pursue each such application including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the participation in opposition, cancellation and infringement proceedings as determined by Debtor in its sole reasonable discretion, the filing of renewals and maintenance affidavits and the payment of maintenance fees, provided that Secured Party promptly provides to Debtor, upon Debtor's written request, all evidence of use of the Entertainment Marks, documents and other reasonable assistance that are necessary or that Debtor reasonably requests in order to pursue each such application and to maintain each such trademark or service mark registration or

application. Any expenses incurred in connection with such activities shall be borne by the Debtor. The Debtor shall not, without the written consent of the Secured Party, discontinue use of or otherwise abandon any of the Entertainment Marks identified in Exhibit "A" or abandon any pending application for an Entertainment Mark identified in Exhibit "A", except to the extent Secured Party's failure to provide to Debtor the requested documents or assistance referenced above renders Debtor unable to maintain such registrations and applications.

(d) The Debtor agrees to notify the Secured Party promptly and in writing if it learns (i) that any item of the Collateral may be determined to have become abandoned or dedicated or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) specifically against any item of the Collateral.

(e) In the event that the Debtor becomes aware that any item of the Collateral is infringed or misappropriated by a third party, the parties shall follow the procedure set forth in Section 8 of the Entertainment License Agreement.

7. Transfers and Other Liens. During the term of this Agreement, the Debtor agrees not (i) to sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Collateral or (ii) to create or suffer to exist any security interest, lien, claim or other encumbrance (collectively "Lien") upon or with respect to any of the Collateral, except for the security interest created by this Agreement.

8. No Modification. The Debtor and Secured Party acknowledge and agree that this Agreement is not intended to modify, limit or restrict in any way the rights or remedies of the parties under the Entertainment License Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

9. Secured Party Appointed Attorney in Fact. The Debtor hereby irrevocably appoints the Secured Party its attorney in fact, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, from time to time upon the occurrence and during the continuance of a Default (as defined herein), to take any action and to execute any instrument that may be necessary or that the Secured Party may deem desirable to accomplish the purposes of this Agreement. The Debtor hereby ratifies all that may be done by virtue hereof in accordance with the terms hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Secured Obligations have been indefeasibly paid in full in cash and until this Agreement shall have been terminated. The Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights or remedies of the Secured Party under the Entertainment License Agreement or any other document or agreement, but rather is intended to facilitate the exercise of such rights and remedies.

10. The Secured Party May Perform. If the Debtor fails to perform any agreement contained herein within thirty (30) days of receiving Secured Party's written notice describing in reasonable detail the nature of the alleged failure to perform, the Secured Party may itself perform, or cause performance of, such agreement, and the expenses of the Secured Party incurred in connection therewith shall be payable by the Debtor under Section 13.

11. The Secured Party's Duties. The powers conferred on the Secured Party hereunder are solely to protect its security interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for accounting for monies actually received by it hereunder, the Secured Party shall have no duty as to any Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral.

12. Remedies. Upon Secured Party's proof that it has incurred damages as the result of the termination or rejection of the Entertainment License Agreement through no breach of the Entertainment License Agreement by the Secured Party or the licensee or any sublicensee under the Entertainment License Agreement ("Default"):

(a) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or in the Entertainment License Agreement or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of New York at such time (the "New York Uniform Commercial Code"), whether or not the New York Uniform Commercial Code applies to the affected Collateral, and also may (i) require the Debtor to, and the Debtor hereby agrees that it shall at its own expense and upon request of the Secured Party forthwith, (A) assemble all or part of the documents and things embodying any part of the Collateral as directed by the Secured Party and make them available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to both parties, (B) execute and deliver an assignment of all right, title and interest of the Debtor in and to all or any portion of the Collateral and/or (C) take such other action as the Secured Party may request to effectuate the outright assignment of all or any portion of such Collateral or to exercise, register or further perfect and protect its rights and remedies with respect to such assigned Collateral, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange or broker's board or at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Collateral, the goodwill of the business solely connected with and symbolized by any Entertainment Marks subject to such disposition shall be included, and the Debtor shall supply to the Secured Party or its designee a copy of the Debtor's documents and things relating to its exclusive licensee's (i.e., Secured Party's) manufacture, distribution, advertising and sale of the Licensed Goods and Services (as defined in the Entertainment License Agreement) relating to any Collateral subject to such disposition. The Debtor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' prior written notice to the Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale, without further notice, may be made at the time and place to which it was so adjourned.

(b) Any cash held by the Secured Party as Collateral and all cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral may, in the discretion of the Secured Party, be held by the Secured

Party as collateral for, and/or then or at any time thereafter applied in whole or in part by the Secured Party for its benefit against, all or any part of the Secured Obligations.

(c) The Secured Party may exercise any and all rights and remedies of the Debtor in respect of the Collateral, including, without limitation, any and all rights of the Debtor to demand or otherwise require payment of any amount under, or performance of any provision of, any of the Collateral.

(d) All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby, by the Entertainment License Agreement, by any other document or agreement or by law, shall be cumulative and may be exercised singularly or concurrently.

(e) The Secured Party may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. The Secured Party and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. Neither the Secured Party nor any director, officer, employee, attorney or agent of the Secured Party shall be liable to the Debtor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct, nor shall the Secured Party be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto.

13. Indemnity and Expenses.

(a) The Debtor agrees to indemnify the Secured Party and its officers, directors, employees, agents and advisors (each an "Indemnified Party") from and against any and all claims, losses and liabilities growing out of or resulting from a Default (including, without limitation, enforcement of this Agreement), except to the extent that such claims, losses or liabilities are found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct.

(b) Upon a Default, the Debtor agrees to pay to the Secured Party, upon demand, the amount of any and all reasonable expenses (including, without limitation, the reasonable fees and expenses of its counsel and of any experts and agents) that the Secured Party may incur in connection with (i) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (ii) the exercise or enforcement of any of the rights of the Secured Party, or (iii) the failure by the Debtor to perform or observe any of the provisions hereof.

14. Amendments; Waivers; Etc.

(a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Debtor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(c) Notwithstanding anything to the contrary herein, this Agreement shall not be modified or amended in any way except upon the written consent of the Secured Party and the Debtor.

15. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telecopier, telegraphic or telex communication) and mailed, telecopied, telegraphed, telexed or delivered, (a) if to the Debtor, addressed to it at its address set forth on Page 1 of this Agreement, (b) if to the Secured Party, addressed to it at its address set forth on Page 1 of this Agreement, or (c) as to any party at such other address as shall be designated by such party in a notice to each other party complying as to delivery with the terms of this Section 15. All such notices and other communications shall be deemed to have been duly given on the date of service if sent by facsimile (provided a hard copy is sent in one of the manners specified below), or on the day following service if sent by overnight air courier service with next day delivery with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested.

16. Continuing Security Interest; Assignments. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the earlier of (i) the cash payment in full of the Secured Obligations and (ii) the termination of this Agreement pursuant to Section 19 below, (b) be binding upon the Debtor, its successors and assigns and (c) inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of, and be enforceable by, the Secured Party and its respective successors, transferees and assigns.

17. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Secured Party in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, the Debtor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

18. Governing Law.

(a) This Agreement shall be governed by and interpreted under the internal laws (as opposed to conflict of laws provisions) and decisions of the State of California, and any dispute

arising out of, connected with, related to, or incidental to the relationship established between the Debtor and the Secured Party in connection with this Agreement, and whether arising in contract, tort, equity or otherwise, shall be resolved in accordance with the internal laws (as opposed to the conflicts of laws provisions) and decisions of the State of California.

(b) The Debtor and the Secured Party each waive any right to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise arising out of, connected with, related to or incidental to the relationship established between them in connection with this Agreement. Instead, any disputes resolved in court will be resolved in a bench trial without a jury.

(c) The Debtor (i) agrees that the Secured Party shall not have any liability to the Debtor (whether sounding in tort, contract or otherwise) for losses suffered by the Debtor in connection with, arising out of, or in any way related to, the transactions contemplated and the relationship established by this Agreement, or any act, omission or event occurring in connection therewith, unless it is determined by a judgment of a court that is binding on the Secured Party (which judgment shall be final and not subject to review on appeal), that such losses were the result of acts or omissions on the part of the Secured Party, constituting gross negligence or willful misconduct and (ii) waives, releases and agrees not to sue upon any claim against the Secured Party under this Agreement (whether sounding in tort, contract or otherwise), except a claim based upon gross negligence or willful misconduct. Whether or not such damages are related to a claim that is subject to the waiver effected above and whether or not such waiver is effective, the Secured Party shall not have any liability with respect to any claim for, any special, indirect, consequential or punitive damages suffered by the Debtor in connection with, arising out of, or in any way related to the transactions contemplated or the relationship established by this Agreement, or any act, omission or event occurring in connection therewith unless it is determined by a judgment of a court that is binding on the Secured Party (which judgment shall be final and not subject to review on appeal), that such damages were the result of acts or omissions on the part of the Secured Party, constituting gross negligence or willful misconduct.

(d) The Debtor waives the posting of any bond otherwise required of the Secured Party in connection with any judicial process or proceeding to obtain possession of, replevy, attach or levy upon the Entertainment Marks or other security for the Secured Obligations, to enforce any judgment or other court order entered in favor of the Secured Party, or to enforce by specific performance, temporary restraining order, preliminary or permanent injunction this Agreement or any other agreement or document between the Debtor and the Secured Party.

19. Termination. Notwithstanding any contrary provision herein, this Agreement shall be automatically terminated and all Liens against the Entertainment Marks created by the security interest granted herein shall be automatically and forever released and extinguished upon the occurrence of the following events: (1) the Intellectual Property Bankruptcy Law Protection Act, as codified in 11 U.S.C Section 365 (n), is modified or a new law or regulation is enacted that provides the same protections for trademark licensees as are currently granted to patent licensees under the Intellectual Property Bankruptcy Law Protection Act as it exists as of the date of this Agreement; and in such event (2) Debtor submits to Secured Party a written opinion of counsel from a law firm of national standing reasonably acceptable to the Secured Party (and with Luce,

Forward, Hamilton & Scripps LLP being deemed such a law firm) in form and substance reasonably satisfactory to the Secured Party stating that the amendment to the Intellectual Property Bankruptcy Law Protection Act or such new law or regulation provides the same protections for trademark licensees as are currently granted to patent licensees under the Intellectual Property Bankruptcy Law Protection Act as it exists as of the date of this Agreement, and (3) upon submitting such notice and opinion of counsel letter to the Secured Party, this Agreement shall be automatically terminated without further action of the Secured Party or the Debtor, the Debtor's rights in the Entertainment License Agreement shall be transferred to Platypus Wear, Inc., the Entertainment Marks shall be transferred to Platypus Wear, Inc., and the Debtor shall be dissolved. Upon such event, Secured Party will execute such documents and perform such acts as are necessary or that Debtor reasonably requests in order to terminate any Lien against any of the Entertainment Marks or to effectuate the intent of this Section 19.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their respective duly authorized representatives as of the date first above written.

BAD BOY LLC,
a Delaware Limited Liability Company

By: Platypus Wear, Inc.,
Manager

By: 
Laurens Offner, President

BAD BOY ENTERTAINMENT, INC.,
a New York corporation

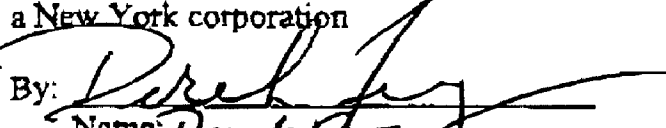
By: 
Name: Derek Argosen
Title: CFO

EXHIBIT "A"

ENTERTAINMENT MARKS

The Entertainment Marks shall be comprised of all of the following marks:

1. U.S. Trademark Application Serial No. 74/476,166 for the mark Bad Boy Entertainment and Baby logo;
2. U.S. Trademark Application Serial No. 75/863,616 for the mark BadBoyOnline;
3. Australian Trademark Application No. 663,853 for the mark Bad Boy and Baby logo;
4. Canadian Trademark Application No. 785,086 for the mark Bad Boy and Baby logo;
5. European Community Trademark Application No. 001032853 for the mark Bad Boy and Baby logo;
6. Japanese Trademark Registration No. 4032582 for the mark Bad Boy and Baby logo;
7. South Korean Trademark Registration No. 358063 for the mark Bad Boy and Baby logo;
8. New Zealand Trademark Registration No. 251,206 for the mark Bad Boy and Baby logo;
9. South African Trademark Application No. 95/7864 for the mark Bad Boy and Baby logo; and
10. Bad Boy Records.