

01-22-2003



102343298

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

1-13-03

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Agreement
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name   
Formerly

Execution Date  
Month Day Year

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

Corporation

Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

01/22/2003 LMUELLER 00000036 76249407

FOR OFFICE USE ONLY

01 FC:8521 40.00 OP  
02 FC:8522 225.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002666 FRAME: 0094

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Mark if additional names of conveying parties attached.

Enter Additional Conveying Party

Name

Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  
 Corporation  Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Citizenship/State of Incorporation/Organization

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees: Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

David W. Grace

Name of Person Signing

Signature

January 7, 2003

Date Signed

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 13, 2002, is made by Earth Escapes, LLC, a California limited liability company ("Grantor"), in favor of TBA Entertainment Corporation, a Delaware corporation ("TBA"), and Innovative Media Productions, Inc., a California corporation ("Innovative") (collectively, "Secured Party"), with reference to the following facts:

### WITNESSETH:

WHEREAS, concurrently herewith, Grantor and Secured Party are entering into that certain Settlement Agreement and Mutual General Release, dated of even date herewith, by and among Grantor, Tall Pony Productions, Inc., a California corporation, Land of Os, Inc., a Tennessee corporation, and TBA and Innovative (the "Settlement Agreement");

WHEREAS, Grantor has agreed to execute and deliver to Secured Party that certain Security Agreement, dated of even date herewith (the "Security Agreement"), by and among TBA and Innovative, on the one hand, and Grantor, on the other hand, pursuant to which Grantor has agreed to grant Secured Party a security interest in the Collateral (as defined in the Security Agreement) as security for the prompt and complete payment of all of the Obligations (as defined in the Security Agreement); and

WHEREAS, Grantor has agreed to execute and deliver to Secured Party this Agreement pursuant to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

#### 1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) All of the trademarks identified on Schedule I hereto and all registrations thereof;
- (b) All applications for registration of any trademarks now or hereafter filed by Grantor, including, but not limited to, those applications referred to on Schedule I hereto;
- (c) All goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) All products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or (ii) injury to the goodwill associated with any trademark.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the continuing first priority security interest in the Trademark Collateral made and 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.

**[Remainder of Page Intentionally Left Blank; Signatures Follow]**

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of December 13, 2002.

EARTH ESCAPES, LLC, a California limited liability company

By: LAND OF OS, INC., a Tennessee corporation

Its: Manager

By: 

Name: Marc Oswald

Title: President

ACCEPTED AND ACKNOWLEDGED BY:


TBA ENTERTAINMENT CORPORATION,  
a Delaware corporation

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

Name: Thomas Jackson Weaver, III

Title: Chairman of the Board

INNOVATIVE MEDIA PRODUCTIONS, INC.,  
a California corporation

By: 

Name: Parvene Michaels

Title: President

CC396546.4

STATE OF TENNESSEE )  
 )ss.  
COUNTY OF WILLIAMSON )

On DECEMBER 19, 2002 before me, KURT M. TASER, a Notary Public, personally appeared MARC OSWALD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Kurt Taser*

[SEAL]

STATE OF CALIFORNIA )  
 )ss.  
COUNTY OF LOS ANGELES )

On 12/24/02 before me, Karen Reed Ahrens, a Notary Public, personally appeared Parvane Michaels, ~~personally known to me (or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity(~~ies~~) upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Karen Reed Ahrens

[SEAL]





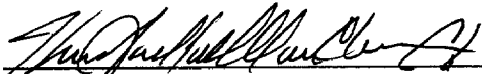
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of December 13, 2002.

EARTH ESCAPES, LLC, a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

TBA ENTERTAINMENT CORPORATION,  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Thomas Jackson Weaver, III  
Title: Chairman of the Board

INNOVATIVE MEDIA PRODUCTIONS, INC.,  
a California corporation

By: \_\_\_\_\_  
Name: Parvene Michaels  
Title: President

CC396546.4

STATE OF TENNESSEE)


)ss. 492 54 3078

COUNTY OF HARDEMAN)

On December 17, 2002 before me, Barbara J. Kutz, a Notary Public, personally appeared Thomas Jackson Weaver III, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.

Signature

A handwritten signature in cursive script, appearing to read "Barbara J. Kutz". The signature is written in black ink and is positioned to the right of the word "Signature".

[SEAL]

## SCHEDULE I

### Registered Trademarks

1. Serial Number: 76249408  
Registration Number: 2620532
2. Serial Number: 76249350  
Registration Number: 2620529
3. Serial Number: 75775924  
Registration Number: 2493887

### Trademark Applications

1. Serial Number: 76249407
2. Serial Number: 76249406
3. Serial Number: 76248084
4. Serial Number: 76248083
5. Serial Number: 76248082
6. Serial Number: 76248081
7. Serial Number: 76123489