

U.S. DEPARTMENT OF COMMERCE

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Patent and Trademark Office
Docket No. 00753/2442

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

<p>1. Name of conveying party(ies): DISC INTELLECTUAL PROPERTIES, LLC</p> <p><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: CALIFORNIA LLC</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: BANK OF AMERICA, N.A. Internal Address: Street Address: 5945 CANOGA AVENUE City: WOODLAND HILLS State: CA ZIP: 91367</p> <p><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: NATIONAL BANKING ASSOCIATION</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: FEBRUARY 17, 2004</p>	

4.A. Trademark Application No.(s)	B. Registration No (s)
78/186,739 78/056,741	1,676,962 1,653,200 2,804,842 2,041,554
78/056,743 78/203,283	1,988,730 2,815,057 2,178,281 2,233,636
	2,123,784

Additional numbers attached? * Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Charlotte Chen Morrison & Foerster, LLP 555 West Fifth Street, 35th Floor Los Angeles, CA 90013</p>	<p>6. Total number of applications and trademark registrations involved: 13</p> <p>7. Total fee (37 C.F.R. § 3.41): \$340</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket 00753/2442</p> <p>8. Deposit account number: 03-1952</p>
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The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: **CHARLOTTE Y. CHEN** *Charlotte Chen* 2/18/04
Signature Date

Total number of pages comprising cover sheet, attachments and document: **19**

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

la-708766
700067000

TRADEMARK
REEL: 002796 FRAME: 0663

SECURITY AGREEMENT
(Trademarks)

THIS SECURITY AGREEMENT (Trademarks) (the "Trademark Security Agreement") is made and dated this 17th day of February, 2004 by and between DISC INTELLECTUAL PROPERTIES, LLC, a California limited liability company (the "Pledgor"), and BANK OF AMERICA, N.A., a national banking association (the "Lender").

RECITALS

A. Pursuant to that certain Business Loan Agreement dated as of February 17, 2004 between Lender and GEP ADMINISTRATIVE SERVICES, INC. ("Borrower"), as amended, modified or waived, the "Credit Agreement", Lender extended or agreed to extend credit to or for the benefit of Borrower on the terms and conditions and subject to the conditions set forth therein.

B. In connection therewith, Pledgor agreed to guaranty Borrower's obligations to Lender and among other things, to execute and deliver in favor of Lender (i) that certain Security Agreement (Multiple Use) dated as of February 17, 2004 (as amended, modified or waived, the "Security Agreement") between Borrower and Lender, and (ii) certain supplemental documents, including, without limitation, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. As collateral security for the Indebtedness (as defined in the Security Agreement), Pledgor hereby mortgages, assigns, grants and conveys to the Lender, a security interest, pledge, assignment and mortgage in all of Pledgor's right, title and interest in the following (the "Trademark Collateral"):

(a) All now existing or hereafter created or acquired, trademarks, service marks, unregistered marks, logos, indicia, tradenames, tradestyles, other business identifiers and rights and works protectable by trademark whether now owned or hereafter, and, except to the extent prohibited by the terms thereof or by law, all agreements in respect of Trademarks owned by third parties, including, without limitation, the Trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell the inventions disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising goodwill symbolized by or associated with any of the foregoing;

(g) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Lender for past, present and future infringements of any of the foregoing; and

(h) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement and any other documents, Pledgor hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Pledgor which are registered with the United States Patent and Trademark Office (any and all trademarks so registered being the "Trademarks"); and

(b) Agrees promptly to notify Lender in writing of any additional Trademarks of which Pledgor becomes the owner, and to deliver to Lender an amended Schedule I reflecting such additional Trademarks. Lender is hereby authorized to cause such amended Schedule I to be filed and recorded in an amendment of this Trademark Security Agreement.

3. No Present Assignment. Neither the Credit Agreement, this Trademark Security Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of Lender, it is the intention of the parties hereto that Pledgor continue to own the Trademark Collateral.

4. Relationship to Other Documents. The Trademark Collateral shall constitute Collateral for all purposes of the Credit Agreement, the Security Agreement and the other documents executed in connection therewith and Lender shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other Collateral pursuant to the Security Agreement.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Trademark Security Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns.

(b) Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

(d) This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.


(e) This Trademark Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed on and as of the day and year first above written.

PLEDGOR:

DISC INTELLECTUAL PROPERTIES, LLC
a California limited liability company

By: GEP ADMINISTRATIVE SERVICES, INC.,
Member

By: 
Name: Markham L. Goldstein
Title: President and Chief Executive Officer

LENDER:
BANK OF AMERICA, N.A.,

By: _____
Name: Andrea A. Tunks
Title: Vice President and Credit Products Officer

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed on and as of the day and year first above written.

PLEDGOR:

DISC INTELLECTUAL PROPERTIES, LLC
a California limited liability company

By: GEP ADMINISTRATIVE SERVICES, INC.,
Member

By: _____
Name: Markham L. Goldstein
Title: President and Chief Executive Officer

LENDER:
BANK OF AMERICA, N.A.

By: 
Name: Andrea A. Tunks
Title: Vice President and Credit Products Officer

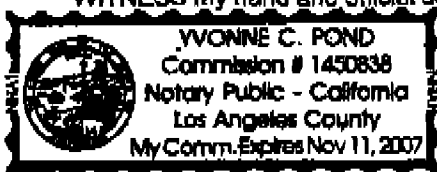
STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) ss.

On FEB 17, 2004, before me, the undersigned notary public in and for said County and State, personally appeared ANDREA A. TEJES

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.



Yvonne C. Pond
My commission expires on Nov. 11, 2007

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER DOCUMENT

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
Title(s) _____
- PARTNER(S)
___ Limited ___ General
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

_____ Title or Type of Document

_____ Signer(s) Other Than Named Above

Date of Document: _____

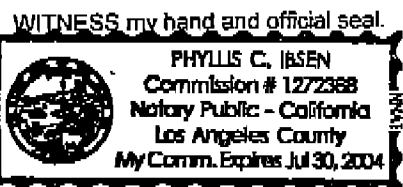
Number of Pages: _____

SIGNER IS REPRESENTING:

STATE OF CALIFORNIA)

COUNTY OF Los Angeles) ss.

On February 13, 2004, before me, the undersigned notary public in and for said County and State, personally appeared Martshum L. Goldstein 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.



Phyllis Ibsen
My commission expires on 7/30/2004

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER DOCUMENT

DESCRIPTION OF ATTACHED

- INDIVIDUAL
- CORPORATE OFFICER
Title(s) _____ Title or Type of Document
- PARTNER(S)
____ Limited ____ General Signer(s) Other Than Named Above
- ATTORNEY-IN-FACT Date of Document: _____
- TRUSTEE(S) Number of Pages: _____
- GUARDIAN/CONSERVATOR SIGNER IS REPRESENTING:
- OTHER: _____

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT
(Description of Trademark Collateral)

Registration Number

Registration Date

Attached.

File No.

Trademark

Country

Appl. No.
Appl. Date

Reg. No.
Reg. Date

Classes
Goods

Due Date

Status

United States of America

032837 000029

CENEX

United States of
America

73792437
10-Apr-89

1875862
25-Feb-92

135
Personnel services, namely, extra
casting services for motion pictures,
television and advertising.

R

2/25/2012

Registered
Owner: DISC
INTELLECTUAL
PROPERTIES, LLC.

12/19/2003 12:09:58 PM

File No.	Trademark	Country	Appl. No.	Reg. No.	Classes	Due Date	Status
022637 000030	CENTRAL CASTING	United States of America	74/077494 12-Jul-90	7633200 05-Aug-91	136 Temporary employment agency services; namely, casting extras for motion pictures, television and advertising.	R. 8/6/2011	Registered Owner: DISC INTELLECTUAL PROPERTIES, LLC. "CASTING" has been disclaimed.
022637 000035	CENTRAL CASTING & Design	United States of America	74/165736 19-Nov-02	136 Temporary employment agency services; namely, casting extras for motion pictures, television and advertising.			Published 10/21/2003. "Casting" has been disclaimed. Assignment to DISC INTELLECTUAL PROPERTIES, LLC recorded 7/31/2003. Amendment to allege use accepted on 7/2/2002.



File No.	Trademark	Country	Appl No.	Reg No.	Class	Due Date	Status
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032637 000023	DISC (Stylized)	United States of America	74/453268	2041654	109 Computer software programs used as an accounting system.	F 3/4/2007	Registered Owner: DISC INTELLECTUAL PROPERTIES, LLC.
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032637 000024	DISC (Stylized)	United States of America	76/975031	1888730	135 Business production of T.V. programs; commercials and movies, namely transactional, management, payroll and accounting services for the entertainment industry.	R 7/23/2006	Registered Owner: DISC INTELLECTUAL PROPERTIES, LLC.
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File No.	Trademark	Country	Appl No.	Reg No.	Classes	Pub Date	Status
032637 000039	ENTERTAINMENT PARTNERS	United States of America	78/215187 14-Feb-03		1/09, 35, 36, 42 In Class 09: Computer software for budgeting, production, scheduling, financial accounting, and transmission of production data via personal digital assistants, all of the foregoing for the entertainment industry. In Class 35: Personnel management services, production management services, and production scheduling services, all for the entertainment industry. In Class 36: Credit and debit card services, payroll preparation services, accounting services and budgeting services, all for the entertainment industry. In Class 42: Computer services, namely, hosting, creating and maintaining websites and providing computer networks for authorized users to access information and computer software for production management, accounting, scheduling, payroll services, budgeting, and personnel services, all for the entertainment industry.		Published Owner: DISC INTELLECTUAL PROPERTIES, LLC "Entertainment" disclaimer, Section 2(f).

TRADEMARK

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File No.	Trademark	Country	Appl. No.	Reg. No.	Class(es)	Goods	Pub. Date	Status
032697 000036	 EP ENTERTAINMENT PARTNERS & Design	United States of America	78/189739	19-Nov-02	109, 35, 36, 42	In Class 09: Computer software for budgeting, production, scheduling, financial accounting, and transmission of production data via personal digital assistants, all of the foregoing for the entertainment industry. In Class 35: Personnel management services, production management services, production scheduling services, accounting services and budgeting services, all for the entertainment industry. In Class 36: Credit and debit card services for the entertainment industry. In Class 42: Computer services, namely, hosting, creating and maintaining web sites and providing computer networks for authorized users to access information and computer software for production management, accounting, scheduling, payroll services, budgeting, and personnel services, all for the entertainment industry.		Pending Assignment to DISC INTELLECTUAL PROPERTIES, LLC recorded 7/31/2003. Amendment to Allegs Use accepted on 6/13/03. "Entertainment" disclaimed. Section 2(f).

File No.

032637 000020

Trademark

EP GLOBAL PROXEE

Country

United States of America

Appl No. Appl Date

78065743 04-Apr-01

Reg No Reg Date

Classes
Goods

1 09

Computer software for transmitting production data via personal digital assistants in the field of film and television productions.

Bus Date

Status

Allowed
"Alchab" has been
disclaimed.

At client's instruction,
will allow to abandon.

Owner: Entertainment
Partners (California
corporation)

TRADEMARK

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File No.	Trademark	Country	Appl No.	Reg No.	Class	Code	Date	Status
032637 000019	EP GLOBAL VISTA	United States of America	78/056741		109			Allowed "Global Vista" has been disclaimed.

109
Computer software for financial
accounting in connection with film and
television productions.

Notice of Allowance
Issued 4/16/2002.
Statement of Use or 4th
Request for Extension of
Time due on 04/16/2004.
Owner: Entertainment
Partners (California
corporation)

Will be assigned to
DISC INTELLECTUAL
PROPERTIES, LLC
after Statement of Use
is filed and accepted.

TRADEMARK

REEL: 002796 FRAME: 0678

File No. 092837 000040 **Trademark** EP LOGO **Country** United States of America **Appl No.** 76/203283 **Reg No.** 14-Jan-03 **Classes** 109, 35, 36, 42 **Code** **Due Date** **Status** Pending



Owner: DISC INTELLECTUAL PROPERTIES, LLC

Amendment to Alleged Use accepted on 7/8/2003.

In Class 09: Computer software for budgeting, production, scheduling, financial accounting, and transmission of production data via personal digital assistants, and manuals and data sheets sold therewith as a unit, all of the foregoing for the entertainment industry.

In Class 35: Personnel management services, production management services, production scheduling services, accounting services and budgeting services, all for the entertainment industry.

In Class 36: Credit and debit card services for the entertainment industry.

In Class 42: Computer services, namely, hosting, creating and maintaining weblogs and providing computer networks for authorized users to access information and computer software for production management, accounting, scheduling, payroll services, budgeting, and personnel services, all for the entertainment industry.

File No.	Trademark	Country	Appl. No.	Reg. No.	Classes	Int. Date	Status
032637 000028	MOVIE MAGIC	United States of America	76/802123 28-May-87	2179281 04-Aug-98	109 Computer programs used in connection with the scripting of motion pictures and the scheduling and budgeting of motion picture production.	R 9/4/2003	Registered Owner: DISC INTELLECTUAL PROPERTIES, LLC. "MOVIE" has been disclaimed.
032637 000057	VISTA	United States of America	76/248971 19-May-03		109 Computer software for budgeting and production cost accounting for the entertainment industry, and manuals provided therewith as a unit.		Pending Will be published December 30, 2003. Owner: DISC INTELLECTUAL PROPERTIES, LLC.

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TRADEMARK

REEL: 002796 FRAME: 0680

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File No.	Trademark	Country	Appl No.	Reg No.	Classes	Int'l Data	Status
			Appl Date	Reg Date	Goods		
032637 000015	VISTA ACCOUNTING	United States of America	75-261302 22-Sep-97	2233636 23-Mar-99	109 Software for accounting in film and television productions, particularly for use with individual personal computers, workstations or networked working groups.	D R 3/23/2005 3/23/2008	Registered Owner: DISC INTELLECTUAL PROPERTIES, LLC. "ACCOUNTING" has been disclaimed.
032637 000015	VISTA BUDGETING	United States of America	75/221069 03-Jan-97	2123784 23-Dec-97	109 Software for budgeting in film and television productions, particularly for use with individual personal computers, workstations or networked working groups.		Registered Owner: DISC INTELLECTUAL PROPERTIES, LLC. "BUDGETING" has been disclaimed. Allow to cancel.

TRADEMARK

REEL: 002796 FRAME: 0681

RECORDED: 02/18/2004