TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pacific Century Bank, N.A.	California United Bank	11/02/1998	CORPORATION:

RECEIVING PARTY DATA

Name:	Professional Media Services Corp.
Street Address:	19122 S. Vermont Avenue
City:	Gardena
State/Country:	CALIFORNIA
Postal Code:	90248
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1276081	IN THE GROOVE

CORRESPONDENCE DATA

Fax Number: (312)660-0471

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: rprescan@kirkland.com
Correspondent Name: Renee M. Prescan
Address Line 1: 200 E. Randolph Drive
Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	16854-5
NAME OF SUBMITTER:	Renee M. Prescan

Total Attachments: 18

source=Release Attachment CA#page1.tif source=Release Attachment CA#page2.tif source=Release Attachment CA#page3.tif source=Release Attachment CA#page4.tif source=Release Attachment CA#page5.tif

TRADEMARK REEL: 002837 FRAME: 0951

900007560

source=Release Attachment CA#page6.tif source=Release Attachment CA#page7.tif source=Release Attachment CA#page8.tif source=Release Attachment CA#page9.tif source=Release Attachment CA#page10.tif source=Release Attachment CA#page11.tif source=Release Attachment CA#page12.tif source=Release Attachment CA#page13.tif source=Release Attachment CA#page14.tif source=Release Attachment CA#page15.tif source=Release Attachment CA#page16.tif source=Release Attachment CA#page17.tif source=Release Attachment CA#page17.tif source=Release Attachment CA#page18.tif

TRADEMARK





November 2, 1998

Professional Media Service, Corp. 19122 South Vermont Avenue Gardena, CA 90248-4413 Attn: Peter J. Jacobs

RE: Loan Number: 5420-5420

Dear Mr. Jacobs:

Enclosed are the loan documents pertaining to your paid loan with Pacific Century Bank, N.A., formerly known as California United Bank.

- Promissory Notes and Change in Terms Agreement stamped "PAID"
- Copy of UCC-2 (Originals were mailed to Secretary of State, Sacramento for filing)
- 3. Commercial Guaranty stamped Cancelled

We would like to take this opportunity to thank you for letting Pacific Century Bank, N.A. serve your financial needs and we look forward to being of service to you in the future.

Sincerely,

Gohar Kesyan

Loan Documentation

cc: File



CHANGE IN TERMS AGREEMENT

Borrower:

Professional Media Service, Corp.

19122 South Vermont Avenue

Gardena, CA 90248

California United Bank

South Bay Commercial Loan Center 15030 Ventura Boulevard

Encino, CA 91436

Principal Amount: \$2,000,000.00

Date of Agreement: July 22, 1998

DESCRIPTION OF EXISTING INDEBTEDNESS. A Promissory Note, dated as of September 23, 1997, in the original principal amount of Two Million and 00/100 Dollars (\$2,000,000.00), executed by Borrower in favor of Lender.

DESCRIPTION OF COLLATERAL. The Note is secured by the Collateral, as described in those certain Commercial Security Agreement, Trademark Security Agreement and Copyright Security Agreement, dated as of September 22, 1995, as they may be amended, modified, supplemented, replaced, or restated, from time to time, executed by Grantor in favor of Lender.

DESCRIPTION OF CHANGE IN TERMS. Effective as of May 1, 1998, the interest rate to be applied to the unpaid principal balance of the Note is amended from 2.250 percentage points over the Index to 1.750 percentage points over the Index. Regularly scheduled monthly interest payments shall continue to be due and payable as provided in seld Note, commencing with the payment due on August 1, 1998.

ARBITRATION. Lender and Borrower agree that all disputes, claims and controversies between them, whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or disputes, shall be arbitrated pursuant to the Shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any dead of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness or any act, or exercise of any right, concerning any colateral securing this Agreement, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Agreement, shall also be arbitrated, provided however that no arbitrator shall have the right or the collateral securing this Agreement, shall also be arbitrated, provided however that no arbitrator shall have the right or the collateral securing this Agreement, shall also be arbitrated, provided however that no arbitrator shall have the right or the collateral securing this Agreement, shall also be arbitrated, provided however that no arbitrator shall have the right or the commencement of such an action will not constitute a waiver of the right to arbitrate and the sount shall refer to arbitration as much of such action, including counterclaims, as tawfully may be released to arbitration. Nothing in this Agreement shall preclude any party from seeking shall be deemed the commencement of an action for these purposes

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any tuture change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the release, but also to all such subsequent actions. release, but also to all such subsequent actions,

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE AGREEMENT.

BORROWER:

I FAIDER

rized Office

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.25 (c) 1898 CFI ProServices, Inc. At

ENCINO

Variable Rate, Line of Credit.

TRADEMARK

REEL: 002837 FRAME: 0954

ghts reserved [CA-D20 PROF.LN C8.0VL]

FORNIA nited_{BANK}

5420-542

HESORY NOTE

Borrower:

Professional Media Service, Con 19122 South Vermont Avenue

Gardena, CA 90248

Lender:

California United Bank South Bay Commercial Loan Center 16030 Ventura Boulevard

Encino, CA 91436

Principal Amount: \$2,000,000,00

Initial Rate: 10.750%

Date of Note: September 23, 1997

PROMISE TO PAY. Professional Media Service, Corp. ("Borrower") promises to pay to California United Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of two million & 00/100 Dollars (\$2,000,000,00) or so much as may be outstanding, together with interest on the unpaid outstanding principal belance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan on demand, or if no demand is made, in one payment of all outstanding principal plus all accrued unpaid interest on November 2, 1998. In addition, Borrower will pay regular monthly payments of accrued unpaid interest beginning October 1, 1997, and all subsequent interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 350 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs and any late charges, then to any unpaid interest, and any remaining amount to principal. The receipt of any wire transfer of tunds, check or other item of payment by the bank shall be immediately applied to conditionally reduce Borrower's obligations, but shall not be considered a payment on account unless such wire transfer is of immediately available federal funds and is made to the appropriate deposit account of Bank or unless and until such check or other item of payment is honored when presented for payment.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the prime rate published on a daily basis in the "Money Rates" Section of the Western Edition of The Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loars. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The Index after notice to be applied to the unpaid principal belance of this Note will be at a rate of 2.25p percentage points over the Index, resulting in an initial rate of 10,750%. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by taw. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$250.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, they will reduce the principal balance due.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5,000% of the unpaid portion of the regularly scheduled

DEFALLT. Borrower will be in detault if any of the following happens: (a) Borrower falls to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lendar, or Borrower falls to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lendar. (c) Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the Related Documents. (d) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is talse or misleading in any property. Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (f) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a gardstiment of any of Borrower's accounts with Lender. (g) Any guarantor dies or any of the other events described in this default section occurs with respect to any guarantor of this Note. (h) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impated. (l) Lender in good faith deams itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon Borrower's fallure to pay all amounts declared due pursuant to this section, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, do one or both of the following: (a) increase the variable interest rate on this Note to 7.250 percentage points over the Index, and (b) add any unpaid accrued interest to principal and help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a tawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Somewer also will pay any court costs, in addition to all other sums provided by law. This Note has been delivered to Lander and accepted by Londer in the State of California. Subject to the provisions on arbitration, this Note shall be governed by and construed in accordance with the laws of the State of California.

RIGHT OF SETOFF. Borrower grants to Lender a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to. Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

TRADEMARK

PROMISSORY NOTE (Continued)

1 Loan No 5420

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested orally by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following party or parties are authorized as provided in this paragraph to request advances under the line of credit until Lender receives from Borrower at Lender's address shown above written notice of revocation of their authority: Peter J. Jacobs, President; Jeanna Nicodemus, CFO; Rita Carlos, Accounting Manager; and Melinda Woods, Controller. Each advance under this Note shall be subject to the Borrowing Base. Borrower agrees to be liable for all sums either: (a) advanced in accordance with the instructions of an authorized person or (b) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lander's internal records, including daily computer print—outs. Lender will have no obligation to advance funds under this Note it: (a) Borrower or any guarantor is in default under the terms of this Note; (b) Borrower or any guarantor ceases doing business or is insolvent; (c) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (d) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender, or (e) Lender in good faith deems itself insecure under this Note or any other agreement between Lender and Borrower.

ARBITRATION. Lender and Sorrower agree that all disputes, claims and controversias between them, whother individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and fort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the tawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator whall have the right or the power to engion or restrain any act of any party. Lender and Borrower agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 728, or any similar provision in any other state, the commencement of such arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitration as much of such action, including ounterclaims, as lawfully may be referred to arbitration. The statute of limitations, estoppel, waiver, taches, and similar doctrines which wou

LOAN AGREEMENT. Reference is hereby made to that certain Loan Agreement, dated as of September 22, 1995, as it may be amended, modified, supplemented, replaced, or restated, from time to time, ("Loan Agreement") for additional terms and conditions. Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement.

COLLATERAL. This Note is secured by the Collateral as described in those certain Commercial Security Agreement, Trademark Security Agreement, and Copyright Security Agreement dated as of September 22, 1995, as they may be amended, modified, supplemented, replaced, or restated, from time to time, executed by Grantor in favor Lender.

COMMERCIAL GUARANTY. This Note is supported by a Commercial Guaranty, dated as of September 22, 1995, executed by Peter J. Jacobs ("Guarantor") in favor of Lender.

RESTATEMENT OF ORIGINAL NOTE. This Note has been issued in order to amend and restate, and in substitution for, that certain Promissory Note (the "Original Note"), dated as of November 7, 1996, as amended from time to time, in the original principal amount of One Million and 00/100 Dollars (\$1,000,000.00), executed by Borrower in favor of Lender.

ADDITIONAL MATTERS. Lender reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in Lender's rights and benefits heraunder. In connection therewith, Lender may disclose all documents and information which Lender now or bereafter may have relating to Borrower.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific detault provisions or rights of Lender shall not practice Lender's right to declare payment of this Note on its demand. Lender may delay or forgo enforcing any of its rights or remedies under this Note without toeling them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive any applicable statute of limitations, presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guaranter, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fall to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone than the party with whom the modification is made.

INTEGRATION; AMENDMENT. This Note and the other written documents and instruments between Borrower and Lender set forth in full the terms of agreement between the parties and are intended as the full, complete and exclusive agreement governing the relationship between the parties. This Notes supersedes all prior discussions, promises, representations, warranties, agreements and understandings between the parties. This Note may not be modified or amended, nor may any rights hereunder be walved, except in a writing signed by the party egainst whom enforcement of the modification, amendment or walver is sought. No course of dealing between the parties, no usage of trade, and no partol or extrinsic evidence of any nature shall be used or be relevant to supplement, explain or modify any term or provision of this Note or any supplement or amendment hereto. There are no oral agreements or understandings between Borrower and Lender regarding any extension of the maturity of this Note or making any modifications to this Note, or regarding any other matter.

MUTUAL WAIVER OF RIGHT TO JURY TRIAL. Lender and Borrower each thereby waive the right to trial by jury in any action or proceeding based upon, arising out of, or in any way relating to: (i) this Note; or (ii) any other present or future instrument or agreement between Lender and Borrower; or (iii) any conduct, acts or omissions of Lender or Borrower or any of their directors, officers, employees, agents, attorneys or any other persons affiliated with Lender or Borrower; in each of the foregoing cases, whether sounding in contract or tost or otherwise.

PROMISSORY NOTE (Continued)

Loan No 5420

Page 3

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

Professional Media Service, Corp.

By: Pales if Jacobs, President

LENDER:

California United Bank

Authorized Officer

Variable Rater Line of Credit,

LASER PRO, Reg. U.S. Pat. & T.M. Ott., Ver. 3.24 (c) 1987 CFI ProServices, Inc. Altrights reserved. [CA-Dzo PROFESS.LN C1.OVL]



5420 # 008

PROMISSORY NOTE

Borrower:

Professional Media Service, Corp. 19122 South Vernon Avenue California, CA 90248

Lender:

California United Bank South Bay Regional Office 16030 Ventura Bouleyard

Encino, CA 91436

Principal Amount: \$1,000,000.00

Initial Rate: 10,750%

Date of Note: November 7, 1996

PROMISE TO PAY. Professional Media Service, Corp. ("Borrower") promises to pay to California United Banks, "Lender", provides, in lawful, money of the United States of America, the principal amount of One Million & 00/100 Dollars (\$1,000,000,00) or so hunch as may be obtained indicated the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan on demand, or if no demand is made, in one payment of all outstanding principal plus all accrued unpaid interest on November 3, 1997. In addition, Borrower will pay regular monthly payments of accrued unpaid interest beginning December 1, 1996, and all subsequent interest payments are due on the same day of each month effer that, interest on this Note is computed on a 355/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lander may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs and any tate charges, then to any unpaid interest, and any remaining amount to principal. The receipt of any wire transfer of funds, check or other item of payment by the bank shall be immediately applied to conditionally reduce Borrower's obligations, but shall not be considered a payment on account unless such wire transfer is of immediately available federal tunds and is made to the appropriate deposit account of Bank or unless and until such check or other item of payment is honored when presented for payment.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the prime rate published on a daily basis in the "Money Rates" Section of the Western Edition of the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each day. The index currently is a.250% per resulting in an initial rate of 10.750% per annum. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREFAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$250.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lander in writing, relieve Borrower of Borrower's obligation to continue to make payments of account unpaid interest. Rather, they will reduce the principal balance due.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpold portion of the regularly scheduled payment.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower falls to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower falls to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the Related Documents. (d) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any property. Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (f) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (g) Any guarantor dies or any of the other events described in this default section prospect of payment or performance of this Note. (h) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebledness is impaired. (f) Lender in good faith cleams itself insecure.

Despect of payment or penomence or the independences is impaired. (i) center in good rates deems asset insecure.

LENDER'S RIGHTS. Upon default, Lander may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately declared to the soften including fallure to pay upon final maturity. Lender, at its option, may also, if permitted under applicable law, do one or both of the following: (a) increase the variable interest rate on this Note to 7,500 percentage points over the Index, and (b) add any unpaid accrued interest to principal and such sum will bear interest material paid at the rate provided in this Note (including any increased rate). Lender may hire or pay someone else to halp collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lander's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses tor bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also will pay any court costs, in addition to all other sums provided by law. This Note has been delivered to Lender and accepted by Los ANGELES County, the State of California. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Los ANGELES County, the State of California. Subject to the provisions on arbitration, this Note shall be governed by and construed in accordance with the taws of the State of California. eccordance with the laws of the State of California.

RIGHT OF SETOFF. Borrower grants to Lender a contractual possessory security interest in, and hereby assigns, conveys, delivers, piedges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and at accounts Borrower may open in the tuture, excluding however all IFA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested craftly by Romawar or as compared to

PROMISSORY NOTE (Continued)

prod pita Carlos, accounting member.

this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following party or parties are authorized as provided in this paragraph to request advances under the line of credit until Lender receives from Borrower at Lender's address shown above written notice of Borrower authority. Peter J. Jacobs, President; and Janne Nicodemus, CPO. Each Advance under this Note shall be subject to the Borrower and Lender. Borrower agrees to be liable for all sums either: (a) advanced in accordance with the instructions of an authorized person or (b) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by this Note it: (a) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, any guarantor seeks, claims or otherwise attempts to limit, modity or revoke such guarantor's guarantor or any other loan with Lender; (d) Borrower or any guarantor or any other loan with Lender; (d) Borrower under this Note or any other loan with Lender; (d) Borrower under this Note or any other loan with Lender.

ARBITRATION. Lender and Borrower agree that all disputes, claims and controversies between them, whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and fort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a temporary restraining agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sate under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Lender and Borrower agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitration are much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitration are much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitration are such or such action for these purposes. The Federal Arbitration Act shall apply to the

LOAN AGREEMENT. Reference is hereby made to that cortain Loan Agreement dated as of September 22, 1996, as it may be amended, modified, or

COLLATERAL. This loan is secured by the Collateral as described in those certain Commercial Security Agreement, Trademerk Security Agreement, and Coynight Security Agreement, dated as of September 22, 1995, as they may be amended, modified, or replaced, from time to time, executed by

COMMERCIAL GUARANTY. This loan is supported by one (1) Commercial Guaranty dated as of September 2, 1995.

BORROWER'S ACKNOWLEDGMENT. Borrower hereby acknowledges that this Note is an increased renewal of Note Number 5420, in the original principal amount of \$650,000.00, as evidenced by that certain Promissory Note, dated as of September 22, 1995, executed by Gorrower in favor of

ADDITIONAL MATTERS. Lender recorves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in Lender's rights and benefits hereunder. In connection therewith, Lender may disclose all documents and information which Lender now or hereafter

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive any applicable statute of imitations, presentment, demand for payment, protest and notice of dishoner. Upon any charge in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guaranter, accommodation maker or endorser, shall be released from itsibility. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guaranter or collabaral; or impair, fall to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone

INTEGRATION; AMENDMENT. This Note and the other written documents and instruments between Borrower and Lender set forth in full the terms of agreement between the parties and are intended as the full, complete and exclusive agreement governing the relationship between the parties. This Note supersedes all prior discussions, promises, representations, warranties, agreements and understandings between the parties. This Note may not be modification, amendment or waiver is sought. No course of dealing between the parties, no usage of trade, and no parol or extinsic evidence of any are no oral agreements or understandings between Borrower and Lender regarding any extension of the maturity of this Note or making any modifications to this Note, or regarding any other matter.

MUTUAL WAIVER OF RIGHT TO JURY TRIAL. Lender and Borrower each hereby waive the right to trial by Jury in any action or proceeding based upon, arising out of, or in any way relating to: (i) this Note; or (ii) any other present or future instrument or agreement between Lender and Borrower; or (iii) any conduct, acts or omissions of Lender or Borrower or any of their directors, officers, employees, agents, attorneys or any other persons affiliated with Lender or Borrower; in each of the foregoing cases, whether sounding in contract or tort or otherwise.

TRADEMARK

PROMISSORY NOTE (Continued)

FILMED

Page 3

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE COPY OF THE NOTE.

BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED

BORROWER:

Professional Media Saryipe, Corp.

Peter J. Jacobs, President

California United Book

Variable Rate. Line of Credit.

Authorize

LASER PRO, Reg. U.S. Pal, & T.M. Oll., Ver. 3,225 (c) 1998 OF ProServices, Inc. All rights reserved. [CA-D20 F3,222 PROFESSILIN C1.OVI.]



1 4

PROMISSORY NOTE

Principal Loan Date Maturity Loan No Call Collaborat Account Officer Infliences 550,000.00 09-22-1995 11-01-1995 10-02 55 00-02 156 11-01-1995 10-02 1 District the applicable of the document to any particular loan or Rem.

District California United Bank, N. A.
South Bay
18030 Ventura Bivd.
Facino. CA 31436 Professional Wedle Service, Con-19122 South Vermont Avenue Gerdena, CA 90248

PAID

Principal Amount: \$650,000.00 Initial Rate: 11.750% Date of Note: September 22, 1995
PROMISE TO PAY. Professional Media Service, Corp. ("Borrower") progress to pay to California United States. A. ("Lender"), or order, in
white money of the United States of America, the principal amount of 58t Hundred Finy Thousand & corrow Dollars (8550,000.00) or so much
as may be cutstanding, together with interesting the unpeld outstanding principal balance of each advance. Interest shall be calculated from
the date of each advance until repayment of sact advance.

PAYMENT. Borrower will are that the sact advance.

The date of each advance until repsyment of each advance.

PAYMENT. Berrower will pay this toan on demand, or if no demand is made, in one payment of all outstanding principal plus all accrued unpeld interest on November 1, 1996. In addition, Borrower will pay regular monthly payments of accrued unpeld interest payments are described interest payments are due to the same day of each month effect in losses on the book is computed on a 355/360 simple interest bearing; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal belances in outstanding. Develope at Lender's address shown above or at such other place as a Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first be any unpeld collection costs and any late charges, then to any unpeld interest, and any remaining amount to practicel. The recept of any who transfer is funds, check or other tiam of payment by the bank shall be immediately applied to conditionally reduce Borrower's obligations, but shall not be considered a payment on account unless such wire transfer is of immediately applied to preyement.

Sank or unless and unit such check or other flow of payment is then between them the lame to payment is the between them to payment in the payment in the between them to be a payment in an index which is the highest account made to the sance from time to the based on charges in an index which is the highest

VARIABLE INTEREST RATE. The Interest rate on this hole is subject to change from time to line based on changes in an index which is the highest rate published on a daily basis as the "Prime Rate" in the "Money Rates" section of the Wastern Edition of the Wall Street Journal. (the "Index"). If no rate is published for a day, California United Bank, N.A. reserves the right to determine the established rate which shall not be unreasonable. Lendor will tell Bertower the current index rate upon Borrower's request. Borrower understands that Lender may make lears based on other rates as well. The inferest rate change will not occur more often than each day. The index currently is \$2700 per conturn. The interest rate to be applied to the unpaid principal batance of this Note will be at a rate of 3.000 percentage points over the index, resulting in an initial rate of 11,750% per applied. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than is close. Early apyments will not, unless agreed to by Lender in writing, retires Borrower of Borrower's obligation to continue to make payments of accrued interest. Rather, they will reduce the principal balance due.

LATE CHARGE. Without limiting Lender's other rights and remedies, in the event any installment of principal or interest is not paid in tuit on or before the date due (including without limitation the final installment of principal payable on maturity of this Note), Borrower agrees that it would be impracticable or extremely difficult to fix the actual demages resulting therefrom to Lander, and therefore the Borrower agrees immediately to pay to Lander an amount equal to 5% of the installment (or portion thereof) not paid, as liquidated damages, to compensate Lander for the installment administrative expenses in administrative expenses in administrative expenses in administrative expenses.

administrative expanses in administering the default.

OEFAULT. Borrower will be in detaut it any of the following happens: (a) Borrower talks to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower talks to consist on the soft of the

if any detailt, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, if may be cursed (and no event of default will have occurred) if Borrower, after receiving written notice from bender demanding cure of such default. (a) cures the default within fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (c) if the cure requires more than fifteen (15) days, or (c) if the cure requires more than fifteen (15) days, or (c) if the cure requires continue and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

reasonable and necessary steps sufficient to produce compleme as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unset of principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon Borrower's faiture to pay all amounts declared due pursuant to this section, including faiture to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, do one or both of the following: (a) increases the variable interest rate on this Note to 5.000 personage points over the index, and (b) and any unpaid secrued interest to principal and such sum will bear interest themson, upon paid at the rate provided in this Note (including any increased rate). Lender may him or pay someone when he applicable is the interest the personage whether or not there is a lawrant, including allowers, subject to any limits under applicable is well and Lender's legal expenses for bankington proceedings (including efforts to modify or vacate my short or its provided by law. This Note of subject to post-judgment collection soncess.

Borrower also will pay any bourt costs, in addition at all other is a survey of subject to provide the fact to automit to the principal proceedings (including efforts to callidate in a subject to automit to the principal processing of the principal processing of the principal processing to automit to the principal princi

gen english the either the gen throughout hottom who properties

BE IF M. PORCESSON BLOW IN USE MCCOLINES.

LINE OF CREDIT. This Note evidences a revolving the of credit, Advances under this note may be requested crash by Borrowar or as provided in this paragraph. Lender may, but need not, require that all and requests be confirmed in writing. At communications, instructions, or directions by telephone or otherwise to Lender are to be circuited to Lender's office shown above. The following party or parties are authorized as provided in this paragraph to request actuances under the line of credit until Lender receives from Borrowar at Lender's address shown above written notice of revocation of their authority. Peter J. Jacquise, President; Josenne Nicodomisis, CFD; and Loris Nicore. Advances made under this Note are subject to the Borrowarian Bases as defined in that certain Loan Agraement dated September 22, 1986, as it may be amended from time to time, by and between Borrowar and Linder. Borrowar accounts with Lender. The unput ginnicipal batence owing on this Note at any time may be evidenced by endorsements on this Note or by Lander's infamal records, including daily computer price values. Lender will have no colligation to advance funds under this Note in the life of the Note or any agreement made in connection with the signing of this Note or any agreement that Borrowar or any guaranter has with Lander; indicating any agreement made in connection with the signing of this Note or any agreement that Borrowar or any guaranter has with Lander; indicating any agreement made in connection with the signing of this Note or any agreement that borrower or any guaranter has with Lander; to some provider and according to the Note or any other loan with Lander; to some under this Note or any other agreement between Lander and Borrower or any other agreement between Lander and Borrower area (this Note or any other loan with Lander; to

AFIBITRATION. Lender and Somower agree that at disputes, claims and controversion between them, whether individual, joint, or class in adjure, missing from this Note or otherwise, including without limitation contract and fort disputes, shall be arbitrated pursuant to the fullex of the American Arbitration Association, upon request of either party. No got to take or dispose of any collateral securing this Note shall constitute a warver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive raise or a

temporary restraining preser invoking a power of sale under any osed of trust or mortgage; colorining a with or discharged or imposition of a receiver; or exercising any rights relating to personal property, including latinity or dispositions or such property with or without judicial process; pursuant to Article 9 of the Uniform Colorining that have a second or any edge of the colorining that from a colorining that for the colorining that fortinis including any claim to restrict, reform, or otherwise modify any agreement relating to the collateral securing that thous, including any claim to restrict, reform, or otherwise modify any agreement relating to the collateral securing that have be able to a single process. If the power to explain or restrict, any act of envy party. Lander and Borrower agree that in the event of an action to judicial foreclosure pursuant to California Code of Chili Procedura Section 726, or any straits provision in any other state, the domininacement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of stick action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any unbitation may be entered in any count having juricificion. Nothing in this hists shall preclude any perty from seeking equilable relief from a count of completed juricidicion. The statute of timitations, entropeal, waiver, tackness, and shifted declines which would directive be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration, independent, and enforcement of this action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this

ADDITIONAL MATTERS. Limiter reserves the right to sell, essign, transfer, negotiate or grant participations in all or any part of, or any interest in, Lender's rights and benefits hereunder. In connection therewith, Lender may disclose all documents and information which Lender now or basedier. may have relating to Borrower.

COLLATERAL. This loan is secured by the Collateral as described in that certain Commercial Security Agreement dated Saptember 22, 1995, as it may be amended from time to time, executed by Grantor to Lender.

LOAN AGREEMENT. Patertrice is hereby made to that certain Loan Agreement dated September 22, 1995,as it may be amended from time to time, for additional terms and conditions.

QUARANTY. This loan is supported by a Commercial Guaranty dated September 22, 1995.

QUARANTY. This foan is supported by a Commercial durating dated september 22, 1990.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Landor shall not preclude Landor's right to doctare payment of this Note on its detrend. Lander may delay or forgo enforcing any of its rights or remedies under this Note without tooling them. Somewar and any other person who signs, quarantees or endorses this Note, to the extent allowed by law, waive any applicable statute of ilmitations, presentment, demand for payment, protest and notice of deterrors. Upon any clonic in this Note, and unless otherwise appressity stated in writing, no party who signs this Note, whether as maker, quarantor, accommodation maker or endorser, sale har released from liability. All such parties spee that Lendor may renew or extend (repeatedly and for any length of time) this loss, or release any party or guarantor or collegatedly and for impeling the time allows the reconstruction of modes to anyone. All such parties also agree that Lendor may make allowed the consent of or notice to anyone. All such parties also agree that Lendor may make allowed the consent of or notice to anyone. All such parties also agree that Lendor may make allowed the consent of or notice to anyone other than the party with whom the modification is made.

other than the party was whom the mecanisation is major.

INTEGRATION: AMERIDMENT. This Note and the other written documents and instruments between the parties and size intended as the full, complete and acclusive apreciment governing the relationship between the parties. This Note supersedes of prior discussions, promises, representations, warrantes, agreement performing the relationship between the parties. This Note may not a modification and account of the modification of the party against whom enforcement of the modification, amendment or writers is sought. No course of dealing between the parties, no usage of reds, and no partie or existinct evidence of any nature shall be used or the relevant to supplement, accoming modify any fermion of the party and no partie or existinct or increasing any determining between Borower and Lender regarding any extension of the metunity of this Note or making any modifications to this Note, or regarding any other matter.

MUTUAL WAIVER OF RIGHT TO JURY TRIAL. Lender and Borrower each hereby waive the right to that by jury in any action or proceeding based upon, acting out of, or in any way relating to: (1) this Note; or (i) any other present or future instrument or agreement between Lender and Borrower; or (iii) any conduct, acts or omessions of Lender or Borrower any of their directors, officers, employees, agents, afformers or any other persons affiliated with Lender or Borrower in each of the foregoing cases, whether squarding in contract or toot or otherwise.

PRIOR TO SIGNING THIS MOTE, BOFIROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS MOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BOFIROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER

California United B

Version Rate, Life of Credit,

FILMED

LASER PRO, Reg. U.S. Pal, & T.M. Cift. Ver. 8,200 to 1986 CFI ProServons. Inc. Altrights reserved. (CA-D20 Ed.20 Pa.20 Pa.50 Pa.50, N.C.1, OV.)

TRADEMARK



PROMISSORY NOTE

Principal Linan Date Maturity Loan No. Cell Collete Account Officer Initials 5650 (200.00 | 08-22-1995 | 11-01-1998 | 12-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | 15-01 | Can be by shake not limit the applicability of this document to any particular loan or from References in the shaded area are for Lands PAID

Professional Media Service, Corp. 19122 Bouth Vermont Avenue Gardena, CA 90248

Lender: California United Sank, N. A. South 549 15030 Ventura Blvd. Encino, CA 91438

Principal Amount: \$650,000.00

Initial Rate: 17.750%

Date of Note: September 22, 1995

PROMISE TO PAY. Professional Media Service, Corp. ("Sorrowers) promises to pay to California United Bank, N. A. ("Lender"), or order, in beaths money of the United States of America, the principal appear of Styl Fundred Fifty Thousand & Doyloo Dobars (\$550,000.00) or so much as may be outsidenting, together with interest on the unpaid outsignaling principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

the date of each advance until repsyment of each advance.

PAYMENT. Burrower will pay this team on demand, or it no demand, in one psyment of all outstanding principal plus all accrued unpaid interest on November 1, 1996. In addition, Borrower will pay regular country payments of accrued unpaid interest beginning December 1, 1995, and all subsequent interest payments are due on the same day of each month effect that, interest on his Note is computed on a 365/360 simple interest basis that is, by applying the ratio of the annual interest rate over a year of 350 days, multiplied by the outstanding principal balance, multiplied by the advanced reading advance of a post of the principal balance. Interest the principal balance is outstanding, post-and-are advanced with the principal plus as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first in any unpaid interest, and any remaining amount to principal. The receipt of any wire transfer of bunds, check or other items of payment by the bank shall be immediately applied to contitionally reduce Borrower's obligations, but shall not be considered a payment on account unless such were transfer is of immediately available federal funds and is made to the appropriate deposit account of Bank or unless and until such check or other item of payment is honored when presented for payment.

PARIABLE INTEREST NATE. The Interest rate on this hole in subject to change from time to lime based on changes in an index which is the highest rate protecting on a daily basis as the "Prime Rate" in the "Money Rates" section of the Wastern Edition of

SREPAYMENT: INNIBILIN INTEREST CHARGE, in any event, even upon tull prepayment of this Note, Borrower understands that Lander is antitled to a minimum interest charge of \$250.00. Other than Borrower's obligation to say any minimum interest charge, Borrower may pay without penalty at or a portion of the amount owed earlier than it is due. Early payments with not, unless agreed to by Lender in writing, refleve Borrower's obligation to continue to make payments of accrused unpaid interest. Rather, they will reduce the principal balance due.

LATE CHARGE. Without limiting Lender's other rights and remedies, in the event any instalment of principal or interest is not paid in full on or before the date due (including without limitation the first instalment of principal payable on maintify of this Note). Expresses that it would be impracticable or extremely distout to fix the equal damages resulting treorations to Londer, and therefore the Borrower agrees immediately to pay to Lender an emount equal to 5% of the Installment (or portion thereof) not paid, as Injuriated damages, to compensate Lender for the internal administering the default.

administrative exponses in administering the default.

DEFALET. Borrower will be in detault if any of the following happens: (a) Borrower falls to make any payment when due. (b) Borrower breaks any promitse Borrower has made to Lender, or Borrower tells to comply with or to perform when due any other serm, obligation, coverent, or condition contained in this Note or any agreement related to this Note, or in any other agreement, or any other segment with Lender. (c) Borrower defaults under any loan, seteration of credit, security agreement, purchase or sales agreement, or any other segment. In lavor of any other creditor or person that may meterate any of Borrower's policy or Borrower's ability to ready this Note or person Borrower's behalf is take or miseading it any realists Doctaments. (d) Any representation or statement made or furnished to Lander by Borrower or on Borrower's behalf is take or miseading it any material respect either now or at the time made or furnished. (e) Borrower insolvent, a receiver is appointed for any part of Borrower's performent, any bankruptcy or resolvency taws. (f) Any representation or furnished. (e) Borrower property on or in which Lander has alter or security interest. This includes a garmishment of the Borrower counts with Lender. (e) Any of the events described in his default section occurs with respect to any purantor of this Note. (f) A material adverse change cocurs in Borrower's property on or in which Lander has alter or secturely interest. This includes againstiment of any of any of the events described in his default section occurs with respect to any purantor of this Note. (f) A material adverse change cocurs in Borrower's has not been observed to be believed than propert of payment or first note that the new than a default in payment. (f) Lander in good field desone than a notice of a breach of the same protection of this Note.

If any clatual, other than a default in psyment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the provision of the same provision of this Note within the provisions which the provisions which can be considered which the provisions which can be considered within the constraint of the cure tracking written notice from the characteristic cure of such default. (a) cures the default within fitness (15) days, or (b) if he cure tracking written note from the characteristic default within fitness (15) days, or (b) if he cure tracking written and completes all immediately inflates stages which Leander deems in Leander's allow discretion to be sufficient to cure the default and thereafter continues and completes all reasonably practical.

reasonable and necessary steps sufficient to produce compliance an score at reasonably practical.

LEXTER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal betance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount, Upon Borrower's faiture to pay all amounts declared due pursuant to this section, including faiture to pay upon final methurity, tender, at its option, may also, if permitted under applicable law, do one of both of the following: (a) increase the variable interest rate on this Note to 8,000 percentage points over the Index, and (b) add any unpaid accrued interest to enincipal and such sum will bear interest therefore must paid at the rate provided in titles Note including any increased rate). Lender may hirs or pay compone else to help collect this Note is Borrower does not pay. Borrower also will have the first angount. This includes, subject to any limits under applicable law. Help clocked this Note is Borrower does not pay. Borrower also will have be a level, including attempting from the modifier of the pay increased representation of the first such as a level of the rate of the pay increased any articipated post-judgment coastion solvices. Provided by law, This Note has been delivered to Lender and accepted by Borrower story will be such as upon Lender's request to submit to the furiediction of the pay any court costs, in addition to all diversions are upon Lender's request to submit to the furiediction of the pay any court costs, in addition to all diversions are super Lender's request to submit to the furiediction of the pay and pay any court costs, in addition to all diversions are super Lender's request to submit to the furiediction of the pay and pay any court costs, in addition to all diversions are super Lender's request to submit to the furiediction of the pay and pay any court octs, in the substitution of the pay any court octs, in the substitution of the pay and pay any court octs, and are the pay a

THE STATE OF THE PROPERTY OF THE STATE OF TH

atl IRA, Keogh, and trust accounts.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested onelly by Borrower or as provided in this paragraph. Lender may, but need not, require that at craft requests be confirmed in writing. All communications, instructions, or directions by this paragraph. Lender may, but need not, require that at craft requests be confirmed in writing. All communications, instructions or directions by telephone or otherwise in Lender are to be directed to Lender's office phone above. The feltowing part or parties are authorized as provided in this parties of the provided in the confirmed accounts of the confirmed and to the Borrowing Bease se defined in that certain Lean Agreement dated September 22, 1995, as it may be amended from time to time, by and to the Borrowing Bease se defined in that certain Lean Agreement and September 22, 1995, as it may be amended from time to time, by and to the Borrowing and Lender's interface of the confirmed records including delify computer plant—(a) advanced in accordance with the instructions of an authorized between Borrower and Lender's independent of the Note or by Lender's inferned records, including delify computer plant—outs. Lender with has no obligation to advance trudy under this Note for purpose, the confirmed in convection with the signing of this Note or any guarantor as with Lender, the language of the Notes (b) Borrower or any guarantor as with Lender (c) including any agreement made in convection with the signing of this Notes (b) Borrower or any guarantor as with Lender (d) any guarantor seems, claims or other language of the Notes (b) Borrower or any guarantor as with Lender (d) any guarantor seems, claims or other language of the Notes or purposes other than those or the Note or any other language of the Notes or purposes other than those or the Note or any other language of the Notes

ARBITRATION. Lender and Borrower ogree that all disputes, cleims and controversies between them, whether individual, joint, or cleas in nature, sitisful from this fode or charwise, including without limitation contract and for disputes, shall be arbitrated pursuant to the Rutes of nature, sitisful from this fode or charwise, including without limitation contract and for dispute, shall be arbitrated pursuant to the Rutes of nature and or dispose of any collaters securing this Note shall condition as a contract of this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a watver of this arbitration agreement.

PROMISSORY NOTE (Continued)

Page 2

temporary restraining order, invoking a power of sale under any dead of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exceeding any rights relating to personal property, including taking or disposing of such property with or writhout judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lewfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, shall also be arbitrated, provided newers that no traced, return, or otherwise modify any spreament relating to the collateral securing its Note, shall also be arbitrated, provided newers that in the event of an action to furtilize a value of any or or or order section 725, or any similar provision in any other state, the commencement of such action within contained a value of such action, including counterclaims, as leavingly may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing is this Note, shall precide any party from seeking equitable relief from a court of competent jurisdiction. The statute of irruitations, setoppes, waters, takes, and stimular upon any party from seeking equitable relief from a court or content of the state of irruitations, setoppes, waters, takes, and stimular outdoornes which would otherwise be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action provision.

ADDITIONAL MATTERS. Lander reserves the right to sell, assign, transfer, registate or grant participations in all or any part of, or any interest in, Lander's rights and benefits hereunder. In connection therewith, Lander may disclose all documents and information which Lender now or hereafter may have relating to Borrower.

COLLATERAL. This loan is secured by the Collateral as described in that certain Commercial Security Agreement dated September 22, 1996, as it may be amended from time to time, executed by Grantor to Lender.

LOAN AGREEMENT. Reference is hereby made to that centain Loan Agreement dated September 22, 1995 as it may be amended from time to time. for additional larms and conditions.

GUARANTY. This loan is supported by a Commercial Gueranty dated September 22, 1995.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific details provisions or rights of Lander shall not preclude Lender's right to declare payment of this Note on its demand. Lender may delay or forge enforcing any of its rights or remedies under this Note without locking them. Becover and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, walve any applicable statute of initiations, presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorses, shall be released from the labellay. At such parties agree that Lender may renew or scribedly and for any length of time) this lean, or released may party or guarantor or containers in the sense of the party with the containt of or notice to amyone. All such parties of the containt of or notice to amyone. All such parties also egree that Lender may modify this team without the consent of or notice to amyone. All such parties also egree that Lender may modify this team without the consent of or notice to amyone.

EXECUTION; AMERIDMENT. This Note and the other written documents and iretruments between Borrower and Leader sat forth in full the terms of agreement between the parties and are intended at the full, complete and exclusive agreement governing the relationship between the parties. This Note supersedes all prior discussions, promises, representations, warranties, agreements and understandings between the parties. The Note may not make the modification, amendment or waiver is sought. No course of dealing between the parties, no usage of trade, and no part or extrinsic extence of any nature shall be used or be relativant to supplement, explain or modify any term or provision of this Note or any supplement or amendment intends. These are no over agreements or understandings between Borrower and Landor regarding any extension of the maturity of this Note or making any modifications to this Note, or regarding any other matter.

MAINTIAL WAIVER OF RIGHT TO JURY TRIAL. Lender and Borrower each hereby waive the right to trial by jury in any select or proceeding based upon, arising out of, or in any way relating to: (i) this holds; or (ii) any other present or future instrument or agreement between Lender and Borrower; or (iii) any conduct, acts or confusions of Lender or florrower or any of their discions, officers, employees, sports, attorneys or any other persons affiliated with Lender or Borrower; in each of the foregoing cases, whether sounding in contract or tot or otherwise.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLIDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

LENDER

FILMED

Variable Rate Line of Cratit

Cathornia United Bank, N. A

LASER PRIO, FRID. U.S. Pal. 4 T.M. DRI., Vol. 8.209 (3) 1923 OFF Prosorving, Int., All rights reserved. [CA-D20 E0.20 F3.20 P4.95 C.N.C., OV.]



PROMISSORY NOTE

Borrower: Protessional Media Service Corp NID 19122 South Versions Avenue Gardens, CA 99245

Dender: California United Senk, N. A.

Encino 18030 Vantura Biyd. Encino, CA 91436

Initial Rate: /11.750% Principal Amount: \$800,000.00

Date of Note: September 22, 1995

PROMISE TO PAY. Professional Media Servica, Corp. ("Sprender") promises to pay to California United State, N. A. ("Lender"), or order, in large money of the United States of Amelica, the principal kinomet of State United States of Amelica, the principal kinomet of State United States of Amelica, the principal kinomet of State United States of Amelica, the principal kinomet of States United States of Amelica, the principal kinomet of States United States of Amelica, the principal kinomet of States of Amelica ("States united States united State

PAYMENT, Borrower will pay this loan on damand, of it no other and is made, in accordance with the following payment schedule:

Eleven (11) consecutive monthly payments of interest beginning November 1, 1995 until and including November 1, 1996 (the "CONVERSION DATE"). This facility shall be referred to herein as the "Revolving Line of Credit".

2) On the Conversion Date, a portion of the Line of Credit up to \$150,000,00 shall be converted to a Term Loan (line "Term Loan") which shall be fully experituated over a period of thirty-six (36) months, and shall be payable in equal monthly principal installments, plus accrued interest, on the first day of each month, commencing with the isonith following the Conversion Date, and concluding on the Maturity Date of the Term Loan (Movement of 1, 1994), on which date all unpold principal and accrued unpaid inherest shall be store and payable in full Lender with solidy Borrower of the amount of required monthly principal payments, and the date of the first and best such payments, on or about the Conversion Date. Conversion Date. Borrower may propey all or any portion of these Notes at any time, without prantum or pensity. All prepayments shall be applied to payments due hereunder is inverse order or maturity. The Index rate on the Term Loan chain be changed from the Index rate plus 3.00% to the Index rate plus 3.00% effective Nevember 1, 1988.

changed from the index sets paus 3,00% to the index rate paus 3,00% to the lines of this hole to computed on a 385/360 simple interest babb; that is, by applying the ratio of the annual interest rate over a year of 560 days, multiplied by the outstanding principal balance, multiplied by the actual number of days, the principal balance is outstanding. Somewer will pay Lander at Lender's address shown above or at such other place as Lander may designate in writing. Unless otherwise agreed or required by the applicable law payments will be applied first to any unpaid colection citis and any late charges, then to any unpaid interest, and any remaining amount to principal. The receipt of any wire transfer of funds, check or other flam of payment by the bank shall be immediately applied to conditionally reduce florrower's obligations, but shall not be considered a payment on appoint unless such wire transfer to it immediately applied is federal funds and is made to the appropriate deposit account of Bank or unless and until such check or other item of payment is honored when presented for payment.

VARIABLE INTEREST NATE. The Interest rate on this Note is subject to charge from time to sine based on charges in an index which is the highest rate published on a daily basis as the Thime Palet in the "Money Palet" section of the Western Edition of the Wall Street outrial, (the "Index"). If no rate is published for a day, Calsonia United Bonk, N.A. reserves the right to determine the established rate which shall not be unreasonable. Lander will be Servewer the circumst index rate upon Servewer's request. Borrower understands that Lander may make idents based on other rates as well. The interest rate change will not occur more often than each day. The index currently is \$1,750% per annuer. The interest rate to be applied to the unpaid principles balance of this Note will be at a rate of \$0.000 per canadam. NOTICE: Under no circumstances will the interest rate on this Note us more than the maximum rate allowed by applicable law.

PRIPAYMENT: MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Note, Borrower understands that funder is entitled to a minimum interest charge of \$255.00. Other sign Borrower's collegation to pay any minimum interest charge, Borrower may pay without benetty at or a portion of the amount owed serier than it is due. Early payments will not, unless played to by Lender in writing, releve Borrower of Borrower's obligation to continue to make payments of accuract unpaid interest. Rather, they will reduce the principal betance due.

LATE CHARGE. Without limiting Lender's other rights end remedies, in the event any installment of principal or literast is not paid in fail on or before the data due (including without limitation the final installment of principal psyable on maturity of this Nota). Somewar agrees that it would be impracticable or extremely difficult to fix the actual damages resulting therefore to Lender, and therefore the Borrower agrees immediately to pay to Lender an amount equal to 5% of the installment (or portion thereof) not paid, as liquidated damages, to compensate Lender for the internal individualities agreement; in articulativation the detail! native annuages in exiministering the default.

administrative expenses in administering the default.

DEFAULT. Borrower will be in default it any of the following happens: (a) Borrower latts to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Berrower faits to comply with of to perform when due any other term, obligation, coverant, or condition contained in this Notic or any eignement related to this Note, or in any other segmenter or load Segmenter, in favor of any other credit records any load, acclusion of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that risey materially effect any of Borrower's property or Borrower's shiftly to repay this Note of perform Borrower's obligations under this Note or any of the Related Cocuments. (c) Any representation or statement made or furnished to Lander be Borrower's behalf is false or mislanding in any material respect either now or at the line made or furnished. (e) Borrower becomes intolvent, a feedler is appointed for any part of Borrower's property. Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower pages. (f) Any creditor with tender, (g) Any of Borrower's property on or in which Lender has a lien or security interest. This includes a garmistment of any of Borrower's accounts with Lender. (g) Any of the events described in this default section occurs with respect to any guaranter of this Note. (h) A naterial advonce change occurs in Borrower's financial condition, or Lander believes the prospect of payment or performance of the indebtodness is impaired. (i) Lander in good faith deems shall offer the souls of a branch of the same provision of this Note.

If any details, other than a details in payment, is purelise and if Borrower has not been given a notice of a branch of the same provision of this Note within the praceding twelve (12) morths, it may be cured (and no event of details will have occurred) if Borrower, after receiving written notice from Lander defining cure of such defaults. (a) cured the default within those (15) days; or (b), if the cure requires more than fifteen (15) days, and the control of the cure of such defaults in Lander's sole discretion to be sufficient to early the default and thereafter continues and completes all reasonable and niceasary steps sufficient to produce compliance as short as reasonably practical.

reasonable and nicessary steps sufficient to produce compliance of short is reasonably practical.

LENDER'S RIGHTLE Upon vettor, Lender resy server the prim product principal between this Note and all accrued unpoid interest immedia. If these without motion, and these server will pay the research the primary feature to the primary feature to

DEPOSIT ACCOUNTS. Borrower grants to Lender a contractual possessory security interest in, and hereby sasigns, conveye, delivers, piedgec, and frameters to Lander at Borrower's right, title and interest in and to, Somewhar accounts with Lender (Whather chacking, savings, or some other accounts, including without limitation all accounts held jointly with someones, but associately between may open in the future, excluding however as IRA, Keogh, and trust accounts.

as PA, Reogn, and treat accounts.

Linic OF CREDIT. This Note evidences a revolving time of credit. Advances under this Note may be requested graitly by Electrower or as provided in this paragraph. Lander may, but need not, require that all credit requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender's office shown above. The following pany or parties are authorized as provided in the paragraph to insighted advances under the time of credit with Lender receives from the following pany or parties are authorized as provided in time Lender receives from the consists and credit under a direct an other of revocation of their authority. Period is, allectory, President; Jeanne Moodenaux, CFO; and Lora Moore. Advances made under this Note are subject to the Borrowing Gener as definited in that cartain Lora Agreement disted September 22, 1995 by and between Borrower and Lorader. Borrower agrees to be liable for all sums either: (a) advanced in ascertaines with the instructions of an authorized person or (b) credited to any of Borrower accounts with Lender. This unique principal bisince owing on this Note at any time may be evidenced by endorsements on this Note or by centers internal reviews.

TRADEMARK

PROMISSORY NOTE / (Continued)

Page 2

is in detault under the terms of this Note or any agreement that Borrower or any guaranter has with Lender, including any agreement made in connection with the signing of this Note; (0) Borrower or any guaranter causes doing business or is insolvent; (a) any guaranter seeks, claims or otherwise attempts to find, modify or revoke such guaranter's guarantee of this Note or any other foan with Lender; (d) Borrower has applied funds provided pursuant to the Note for purposes other than those authorized by Lender; or (e) Lander in good tall the deems itself insecure under this Note or any other agreement between Lender and Borrower.

any other agreement between Lender and Borrower.

ARBITHATION. Lander and Borrower agree that all disputes, cistims and controversics between them, whether individual, joint, or class to sature, arising from this Note or otherwise, including without limitation contract and fort abspates, shall be arbitrated parament to the Futiles of the American Arbitration Association, upon request of either party. No act to take or dispose of any collisions become the Arbitration Association, upon request of either party. No act to take or dispose of any collisions tracting this Note shall constitute a saturation agreement or the protificial of the arbitration and includes, without installing, obtaining signoitive relief or semicoling any rights releating to personal property, including laiding or desposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any districts, including laiding or desposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any districts, including any claim to resolvening the lavings or resonableness of any set, or exercise of any right, concerning any collected stocked between their no arbitrator shall have be right or the power to enjoin or restrain any set of any party. Lander and Borrower agree that in the event of an action to judicial foreclosure pursuant to California Code of Crill Procedure Section 756, or any similar provision in any other state, the commencement of such an action will not orbitation. Judgment upon any award rendered by any arbitrator what have the arbitrate and the court shall relate to arbitrator. The statute of irritiations, saleposite, in the Note shall precide any party from several than a procedure as the commencement of an action to proceeding shall be expected by any arbitrator and several than the proceeding shall be expected to commencement of an arbitration proceeding, and the commencement of an arbitration, and enforcement of the arbitration. The statute

ADDITIONAL MATTERS. Lender reserves the right to self, assign, transfer, negotiate or grant participations in all or any part of, or any interest in. Lander's rights and benefits heraumder. In connection therewith, Lender may disclose all documents and information which Lender new or hereafter

COLLATERAL. This bean is secured by all Borrower's essets as evidenced by that certain Commercial Security Agreement dated September 22, 1995 shapped by Granfor to London.

LOAN AGREEMENT. Reference is hereby made to that certain Loan Agreement dated September 22, 1995, for additional terms and conditions,

QUARANTY. This tean is supported by a Commercial Guaranty dated September 22, 1985.

GENERAL PROVISIONS. This note is payable on dismand. The inclusion of specific default provisions or rights of Lander shall not preclude Lander's right to declare payment of this Note on its demand. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, quantities or endorses his Note, to the other allowed by law, waive any applicable shalled initiations, presentment, demand for payment, protest and notice of dishonor. Upon any charge in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guaranter, accommodation maker or endorses, shall be released from the labelty. All such parties agree that Lander may renew or sediend (repeatedly and for any length of limp) this loan, or release any party or guaranter or colleteral; and take any other action deemed necessary by Lander without the consent of or notice to anyone. All such parties also sares that Lender may modify this teen without the consent of or notice to a paymen. without the consent of or notice to anyone. All such parties also agree that Lender may modify this tean without the consent of or notice to environe other than the party with whom the modification is made.

ENTEGRATION; AMENDMENT. This Note and the other written documents and instruments between Borrower and Lander set forth in tus the terms of agreement between the parties and are intended as the full, complete and exclusive agreement governing the relationship between the parties. This Note may not be modified or amended, nor may any dights horsunder to waiver, except in a writing signed by the party against whom enforcement of the modification, amendment or waiver is sought. No course of dealing between the parties, no usage of trade, and no partie or extrinsic evidence of any nature shall be used or be referred to support and according to the party and proportion of the modification of the modification are not call agreements or understandings between Borrower and Lander regarding any extension of the maturity of this Note or making any modifications to this Note, or regarding any other matter.

MUTUAL WAIVER OF RIGHT TO JURY TRIAL. Lender and Borrower each hereby wave the right to trial by jury in any action or proceeding based upon, arising out of, or in any way relating for (i) this hide; or (ii) any other present or future instrument or agreement between Lender and Borrower; or (iii) any conduct, acts or confusions of Lender or Borrower any of their directions, officers, employees, agents, alternays or any other persons affiliated with Lender or Borrower; in each of the foregoing cases, whether sounding in contract or tort or otherwise.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

Professional Modin Service, Corp.

LENGER

Variable Rate, Line of Gred

LAKER PAO, Reg. U.S. Pat. & T.M. OSS., Vol. 1200 (2) 1203 CF) Probances, No. All victor (1884 on L. CA-DOC 29, 20 PR. 20 PM SCIENCES, DVL)

TRADEMARK

References in the shaded area are for Lender's use only and do not find the applicability of this document to any particular to an or flam

Borrower: Professional Media Service, Corp. 19123 South Vermont Avenue Gardana, CA 18248

Guarantor: Peter & Jecobs 3802 Shoreheights Dr. Malibu, CA 90285

Londer: California United Bank, M. A.

Encino 16030 Ventura Bival. Encine, CA 91434

AMOUNT OF GUARANTY. The amount of this Guaranty is Unlimited,

CONTINUING USE IMITED GUARANTY. For good and variable consideration, Peter J. Jacobs ("Guarantor") absolutely and unconditionally guarantees and promises to pay to California United Bank, N. A. ("Lander") or its order, on demand, in legal tender of the United States of America, the indebtedness (as that term is defined below) of Professional Media Service, Corp. ("Borrower") to Lender on the terms and conditions set forth in this Guaranty. Under this Guaranty, the liability of Guaranter is unknown and the obligations of Guaranter.

DEFINITIONS. The following words shall have the following meenings when used in this Gueranty:

Borrower, The word "Borrower" means Protessional Madia Service, Corp.,

Guerantor. The word "Guerantor" means Peter J. Jacobs.

Guaranty. The word "Guaranty" means this Guaranty made by Quarantor for the benefit of Lander dailed September 22, 1885.

indestrations. The word indestrated master is clearany made by plagranter for the derivation of Lander duted September 22, 1995. Indestrations. The word indestrations is used in its most comprehensive sense and means and includes any and all of Borower's Habitiles, obligations, debts, and indestrations at Lander, now existing of hereinafier industried or created, including, without limitation, all loans, advances, interest, costs, debts, overdraft indestrations, credit card indestrations, lease obligations, other obligations, and liabilities of Borrower, or any of them, and any present or tuture judgments against Borrower, or any of them; and whether any such indestrations is votarisatily or involuntarily incurred, due or not due, absolute or contingent, liquidated or uniquidated, determined or undetermined; whether Borrower may be liabile individually or jointly with others, or primarily or secondarily, or as guaranter of surally; whether recovery an the Indebtedness may be or may be come barred or unantereable expands for owner for any resons whatsever; and whether the indentedness arises from transactions which may be volidable on account of intency, insentity, utter virus, or otherwise.

Lender. The word "Lender" meens California United Bank, N. A., its successors and assigns.

Fielded Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, members, environmental agreements, guaranties, security agreements, mortgages, doods of trust, and all other instruments, agreements and documents, whether note or hereafter edging, executed in connection with the indebtedness.

NATURE OF GLARANTY. Guarantor's flacing, excluded in consequent with the photocontinuous for so long as this Guaranty remains in force. Guarantor intends to guarantee at all times the performance and prompt payment when due, whether at meturity or earlier by reason of acceleration or charactee, of all indebtedness. Accordingly, no payments made upon the indebtedness will decharge or diminish the continuing liability of Guarantor in connection with any remaining portions of the indebtedness or any of the indebtedness which subnequently arises or it thereafter incurred or contracted. Any married person who signs this Guaranty as the Guarantor haveby expressly agrees that recourse may be had against both his or her separate property and community property.

Extractable. Any married person who signs will Guaranty at the Guaranter haveby expressly agrees that recourse may be had against both his or he separate property.

DURATHOR OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guaranter or to Schrower, and will continue in but force until all indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been in the servicestion and the servicestion shall have been performed in rul. If Guaranter rucer ints Guaranty shall have been performed in rul. If Guaranter elects to revoke this Guaranter, Guaranter may only do so in writing. Guaranter's written notice of revocation must be delivered be lender state above or such other place as Lander state may be advanced to revoke this Guaranter will apply only to advances or new Indebtedness created after actual receipt by Lender of Guaranter's written revocation. For this purpose and without singliation to accept the indebtedness or new Indebtedness or new Indebtedness created after actual receipt by Lender of Guaranter's written revocation. For this purpose and without singliation to any them indebtedness there is indebtedness within a local continue to bind Guaranter's receiption, indeptending or not do receipt of Guaranter's extention of the indebtedness and the substitutions or modifications of the Indebtedness and the Guaranty and both selections, substitutions, and modifications of the Indebtedness created both before and after the death of indepted on Guaranter revocation of the Indebtedness created both before and after the death of indepted on Guaranter, regardless at Lender's school notice of Guaranter's actual to the three guaranty shall blind the exists of Guaranter might have terminated both before and after the death of indeptedness areal not only of the manufacture of the Guaranter's execution or any other guaranty in the same manuer in which Guaranter may be a substitution of any other

though the indebtedness guaranteed hisy from time to time be zero dollars (80.00).

GUARANTOR'S AUTHORIZATION TO LEMERE. Guarantor authorizes Lender, either before or eiter any revocation hereof, without notice or demend and without lessening Guarantor's liability under this Guaranty, from lines to time: (a) prior to revocation as set forth above, to make one or more additional sequend or unaccured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; for the properties of the set of the se

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (a) no representations or agreements of any kind have been made to Guarantor which would limk or quality in any way the terms of the Guaranty; (b) this Guaranty is executed at Borrower's request and not at the request of Lender; (c) Guarantor has not and will not without the prior written consent of Lender, gell, lease, assign, encurriser, hypotheceta, lenders, and suppose of all or substantially all of Guarantor seaset, or any threats therein; (d) Lender has nade no representation to Guarantor as to the craditivorthiness of Borrower; (e) upon Lender's request, Guarantor will provide to Lender financial and cradit information in form acceptable to Lender, and all such financial intermation provides to Lender is true and correct in all material respects and fairly presents the financial condition of Guarantor as of the dates therein and no material adverse change has occurred in the financial condition. Guarantor has established adoquate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, ovents, or chouranteres which neight is any way affect Guarantor's risks under the Guaranty, and Guarantor Information to the species of its relationship with Dorrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender to (a) make any presentment, protect, demand, or notice of any kind, including notice of change of any terms of repayment of the Indebtedness, default by Borrower or any other guarantor or surely, any action or nonaction taken by Borrower, bender, or any other guarantor or surely of Borrower, or the creation of new or additional Indebtedness; (b) proceed against any person, including Borrower before proceeding against. Guarantor; (c) proceed against any calletest for the Indebtedness, including Borrower's collected proceeding. Scrower, before proceeding against. Suremore, or proceeds received against the indebtedness including Borrower's collected by the proceeding against any order; (e) give notice of the terms, time, and place of any sale of the collatoral pursuant to the Uniform Commercial Code or any

(Confinued)

other taw governing such sale; (f) disclose any information about the indebtedness, the borrower, the collateral, or any other guarantor or surely, or about any action of horsection of Lender; or (g) pursue any remady or course of action in Lender's power whatsoever.

About any action or nonaction of Lender; or (g) pursue any remady or course of action in Lender's power whatsoover.

Guarantor also walves any and all rights or detenses arising by neaton of (h) any desability or other defense of Borrower, any other guarantor or surely or any other persons; (i) the sessition from any cause whatsoover, other than payment in hill, of the indebtedness; (i) the suplication of proceeds of the indebtedness; (i) the suplication of proceeds of the indebtedness; (ii) the suplication of proceeds of commission by Lender which directly or indicated the indebtedness; or the loss or release of any colleteral by operation of law or otherwise; (i) any statute of finitiatings in sary action under the indebtedness, or the loss or release of any colleteral by operation of law or otherwise; (i) any statute of finitiatings in sary action under the indebtedness, or the loss or release of any colleteral by operation of law or otherwise; (i) any statute of finitiatings in sary action under the indebtedness, or other change in the intreast release, or other change in the intreast payment of the indebtedness incurred prior to such neuccation. Unit at indebtedness is paid in the change in the remark of the release of the indebtedness incurred prior to such neuccation. Unit at indebtedness is paid in the Quarantor may have artisting out of an election of remedia by Londer even drough that election of remedials, such as a nonjudicial foreclosure with respect to society by operation of Section SEdd and 720 of the California Code of Coll Proceedure or otherwise. This water includes, without limitation, any loss of rights Guarantor may suffer by reason of any rights or protections of Sorrower in connection with any and SSOd of the California Code of Coll Proceedure. Until all indebtedness are all only only in the california Code of Coll Proceedure. Until all indebtedness is paid in the Guarantor waives any right to participate in any collateral for the indebtedness row or hereafter held by Lander.

If now or herseller (a) Somower shall be or become insolvent, and (b) the indebtedness shall not at all times until peld be fully secured by collisteral pledged by Somower, Gueranter hereby forever waives and relinquishes in layer of Lender and Somower, and their respective successors, any dater or right to payment Gueranter may now have or hereafter have or security spanies Somower, by subregation or otherwise, so that at no time shall construct the security of the research of Somower within the meaning of 11 U.S.C. section \$47(b), or any successor provision of the Federal bankruptcy

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Quaranter warrants and agrees that each of the waivers set forth above is made with Guaranter's tell knowledge of its significance and consequences and that, under the distinistances, the waivers are respected and not contrary to public policy or taxe. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be affective only to the extent permitted by law or public poscy.

EMPER'S RIGHT OF SETOFF. In addition to at least upon and rights of setoff against the moneys, securities or other property of Guarantor given to Lender by law, Lender shall have, with respect to Guarantor's obligations to Lender under this Guaranty and to the extent permitted by law, a contractival presessanty security interest in and a right of setoff against, and Guarantor heraby assigns, conveys, delivers, placipes, and transfers to Lender oil of Guarantor's right, like and interest in and to, all deposits, moneys, securities and other property of Guarantor new or harvester in the possession of or on desposit with Lender, whether held in a general of special secount of deposit, whether held pintly with someone else, or whether held of a state state of the security interest and right of sate may be exemised without demand upon or notice to Guarantor. No security interest or right of sate held be deemed to have been waived by any act or conduct on the part of Lender or by any neglect to exembs such right of sate had one out associated by in a so doing. Every right of sate of acquired and acquirty interest and confines in full force and effect until such right of selection or security interest is specifically waived or released by an instrument in waiting executed by Londer.

an instrument in willing executed by Lander.

SLBDRDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the indebteriness of Borrower to Lender, whether now sotising or hereafter created, shall be prior to any claim that Guarantor may now have or hereafter acquire organis Borrower. Whether or not Borrower becomes insolvent. Guarantor hereby expressly subcordinates any claim Guarantor may have significant the property of the state of Borrower, to any through bankruptcy, by an assignment for the benefit of creditors, by voluntary legislation, or otherwise, the essels of Borrower, to any through bankruptcy, by an assignment for the benefit of creditors, by voluntary legislation, or otherwise, the essels of Borrower applicable to the Lender of the Indebted on the Indebted of the Indebted ness of Borrower in Lander, and Guarantor shell be paid to Lender and shall be first applied by Lender to the Indebted ness of Borrower in Lander, provided however, that such essignment shall be effective only for the purpose of assuring to Lender full payment in legal ender of the Indebted ness. If Lender so requests, any noise or credit agreements now or hereafter evidencing any debts to obligations of Borrower to Guarantor shall be marked with a larger of Guarantor, from time to time to execute and fine financing statements and confinuation statements and to execute and rife financing statements and confinuation statements and to execute durantly.

MISCELLANEOUS PROVISIONS. The following miscellananus provisions are a part of this Guaranty:

Integration, Amendment. Guaranter warrants, represents and agrees that this Guaranty, together with any axhibits or schedules incorporated herein, fully incorporates the agreements and understandings of Guaranter with Lander with respect to the subject matter hereof and all prior depolishers, clieds, and other authrests communications to between Guaranter and Lander shall have no extremary effect whatevever. Guaranter further agrees that Guaranter has read and fully understands the terms of this Guaranter, Guaranter has hed the opportunity to be advised by Guaranter as hed the opportunity to be advised by Guaranter shall have present the series of this Guaranty. Guaranter has hed the opportunity to be advised by Guaranter and part evidence is not required to interpret the terms of this Guaranty. Guaranter hereby intermediate and notice Lender harmless and parcet evidence is not required to interpret the terms of this Guaranty. Guaranter hereby intermediate and notice Lender's afterneys' fees) suffered or incurred by Lender as a result of any treach by Guaranter of the warrantes, representations and agreements of this persegrate. No aftersion or amendment to this Guaranty shall be effective unless given to writing and algored by the parties acought to be charged or bound by the attention or amendment.

Applicable Law. This Guaranty has been delivered to Lander and accepted by Lander in the State of California. If there is a tawait, Guarantor agrees upon Lander's request to submit to the furiadiction of the courts of LOS ANGELES County, State of California. Subject to the provisions on arbitration, this Guaranty shall be governed by and construed in apportance with the laws of the State of California.

arbitration. Lender and Guaranty shall be governed by and construed in accordance with the laws of the State of California.

Arbitration. Lender and Guaranty agree that all disputes, claims and controversies between them, whether individual, joint, or class in nature, effects given this Guaranty or districts, shall be written from this Guaranty or districts, shall be written as a contract and tori disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No set to take or dispose of any Collateral shall constitute a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without jurislat process pursuant to Article is of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise mouthy any agreement stalling to the Collateral, shall also be arbitrated provided however that no arbitrator shall have the right or the power to enjoin or resterin my air of any arry, Lander and Guaranter agree that in the event of an action for judical forablesure pursuant to California. Code of Civil Procedure Section 725, or any similar provision in any other stals, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to exhibitation as much of Sech action, including counterclaims, as lawfully may be returned to arbitrate and the court shall refer to exhibitate as much of Sech action, including counterclaims, as lawfully may be returned to arbitrate and the court shall refer to exhibitation as much of Sech action, including counterclaims, as lawfully may be returned to arbitrate and the court shall refer to exhibitation as much of Sech and enforcement of this arbitration provision.

Attorneys' Pees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including attorneys' less and Lender's legal expenses, including attorneys' less and Lender's legal expenses, included in connection with the antorcoment of this Guaranty. Lender may pay someone sies to help enforce this Guaranty, and custantor's real pay the costs and expenses of such enforcement. Costs and expenses of such enforcement. Costs and expenses of such expenses that the costs and expenses of the costs and expenses that the costs are costs and expenses the costs are costs and expenses that the costs are costs and expenses the costs are costs and expenses that the costs are costs and expenses the costs are costs and expenses that the costs are costs and expenses the costs are costs are costs are costs and expenses the costs are costs are costs and costs are costs are costs are cost

Notices. All notices required to be given by either party to the other under this Guaranty shall be in writing, may be sent by telefactimite, and, except for revocation notices by Guarantor, shall be effective when actually delivered or when deposited with a nethonally recognized overnight counter, or when deposited in the United States mail, first class postage prepaid, addressed to the purty to whom the notice is to be given at the addresses shown above or to such other addresses as either party may designate to the other in writing. At revocation notices by Guarantor shall be in writing and shall be effective only upon delivery to Lender as provided above in the section filled "DURATION OF GUARANTY." If there is more filten one Guarantor, notice to any Guarantor will constitute notice to all Guarantors. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address.

interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be regement to have been used in the plant where the content and construction so require; and where the first is more than one Romower rained in the Guaranty or whom that Guaranty is more than one Guarantor and Guarantor repretently shall may, all and any one or more of them. The words "Guarantor" is Borrower, and "Lender" include the heirs, successors, assigns, and translates of each of

09-22-1995

COMMERCIAL GUARANTY (Continued)

Page 3

them. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty. If a court of competent jurisdiction finds any provision of this Guaranty to be invalid or unenforceable as to any person or observations, such inclining shall not render that provision invalid or unenforceable as to any other persons or observations, and all provisions of the Guaranty in all other respects shall remain valid and enforceable. If any one or more of Berrower or Guarantor are corporations or patherships, it is not necessary for Lender to inquire into the powers of Burrower or Quarantor or of the officers, directors, partners, or agents acting or purporting to act on their behall, and any indebtodness made or created in reliance upon the professed exercise of such gowers shall be guaranteed under this Guaranty.

Guaranty.

Wahver, Lender shall not be deemed to have walvad any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or ordission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand sincl compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guaranty, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any nitrule transactions. Whenever the correct of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

FIRANCIAL REPORTING REQUIREMENTS. Guarantor agrees to provide to Lender all of the following, in term and detail satisfactory to Lander; (a) annual personal financial statements;
(b) federal tox returns due within 30 days of fing.

(a) regent due which such that the provisions of this guaranty and agrees to its terms. In addition, each guarantor understands that this guaranty is effective upon guarantor's execution and delivery of this guaranty to lender and that the guaranty will continue until terminated in the manner set forth in the section titled duration of guaranty. We formal acceptance by lender is necessary to make this guaranty effective. This guaranty is dated september 22, 1995.

LÉNDER:

mia United Bank, N. A.

1 Hackey

LASER PRO, HAS U.S. Pat. & T.M. OIL. VACINION (\$) 1996 OF PROSEVICES, INC. All POPHER MINERAL (CA. FROED, 20 FO. 20 PD 20 PU S.O.L.W. CH. OV.)

TRADEMARK

STATE OF CALIFORNIA

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT CHANGE - FORM UCC-2

· · · · · · · · · · · · · · · · · · ·	This STATEMENT is presented for filing pr	arauant to the Califor	nia Uniform Commer	cial Code.	
1. FILE NO. OF ORIGINARIONS ST	9533160237 11/20/95	9/22/95	WANCING STATEMENT	C. FLACE OF FIUND DRIG FINANCING STATEMENT Sacramento	
	Media Service, Corp.		2	A. SOCIAL SECURITY OF PROPERLY TAXABLE PROPERTY OF PRO	
28. MAILING ADDRESS	Vermont Avenue		2C. CITY, STATE	2D. ZIP CODE	
	R (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		Cardena, CA	90248 A. BOCKL SECURITY ON PEDERAL TAXNO.	
	,	- National Control		BOOK SECURITY ON PEDERAL TAX NO.	
38. MAILING ADDRESS			SC. CITY, STATE	SD. ZIP CODE	
A. SECURED PARTY HAME:	California United Bank, N.A.			A. SOCIAL SECURITY NO. OR FEDERAL TAX NO.	
- Commen	Encino		ľ	OH ARAGIN TISHNAT SHAB SC	
MÁLING ADORESS:	16030 Ventura Boulevard		Ì		
CITY, STATE, ZIP CODE	Encino, CA 91436			95-3657045	
5. ASSIGNEE OF SECUTIONALIZE	REDPARTY		1	SA. SOCIAL SECURITY NO. OR FEDERAL TAX NO. OR BANK TRANSIT AND A.S.A. NO.	***************************************
MAILING ADDRESS: CITY, STATE, ZIP CODE				÷	
6. A T	CONTINUATION - The original Financing Statement between an	od foreceing Debker a	nd Secured Party has	action the the propher and stone observe	
	CONTINUATION - The original Financing Sustement between an above is continued, if collaboral is crops or timber, check it				ж.
8	RELEASE - From the collateral described in the Financing State described in item 7 below.				
C	ASSISHMENT - The Secured Party certifies that the Secured P the Financing Statement bearing the file number shown above in	i the colleteral describe	scin Bern 7 below.		
D XX	TERMINATION - The Secured Party certifies that the Secured P file number shown above.	suly no longer claims a	security interest under	the Financing Statement bearing the	
E	AMENDMENT - The Financing Statement bearing the tile numbe required on all amendments.)	erne ai eyeda nwarte te	nded as set forth in Item	n 7 below. (Signature of Debtor	
F	ОТНЕК			- 10	
7.	**************************************	·····			
	r			e signi	
16-1					
	,				
	•				
ĺ					
•	•				
8 Debtor	11/2/98	CI 9. THE SPA	CE FOR USE OF FILING O	FRICER (DATE, TIME, FILMISTORPICE)	·
By:		E			
Title:		Н			
				•	
Packic Century	y Bank, N. C. formerly know as California United Bank, N.A.	2			
By: Alsa Acob	enth.	3			
Title: Vice President		4			
10. RETURN COPY TO:		6			
NAME	Gohar PACIFIC CENTURY BANK, N. A.	_			
ADDRESS	16030 Ventura Boulevard	[4]			
CITY, STATE, ZP GODE	Encino CA 91436	8			
		nn 9			

TRADEMARK REEL: 002837 FRAME: 0970

RECORDED: 04/28/2004