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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Ventura Distribution, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other California

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 09/26/2003

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address:

Street Address: 2 North Lake Avenue, Suite 440

City: Pasadena State: CA Zip: 91101

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) See Attached List

B. Trademark Registration No.(s) See Attached List

Additional number(s) attached Yes No

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

Name: Federal Research Corporation

Internal Address: Penelope Agodoa

Street Address: 1030 15th Street, NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robin C. Dunn Name of Person Signing

Robin C. Dunn Signature

October 13, 2003 Date

Total number of pages including cover sheet, attachments, and document: 5

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

01 FC:0321 02 FC:0322

40.00 EP 200.00 EP

TRADEMARK REEL: 002842 FRAME: 0870

REGISTERED MARKS

| <u>Mark</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|---|---------------------------------|--------------------------------|
| U the mark consists of a stylized "U" | July 15, 2003 | 2736275 |
| Urban Edge | June 18, 2002 | 2581642 |
| UrbanWorks | February 12, 2002 | 2538188 |
| V Ventura the mark consists of a stylized "V" | December 11, 2001 | 2516614 |
| Platinum Comedy Series | July 29, 2003 | 2741478 |

PENDING MARKS

| <u>Mark</u> | <u>Application Date</u> | <u>Application No.</u> |
|--------------------------|--------------------------------|-------------------------------|
| Studio Latino, name only | May 27, 2003 | 76520179 |
| U UrbanWorks Latino | June 2, 2003 | 76518632 |
| Ventura Productions | April 30, 2003 | 76511875 |
| Dance Out Loud! | June 2, 2003 | 761518631 |

**TRADEMARK SUPPLEMENT
TO
REVOLVING CREDIT, EQUIPMENT LOAN
AND SECURITY AGREEMENT**

This **TRADEMARK SUPPLEMENT TO REVOLVING CREDIT, EQUIPMENT LOAN AND SECURITY AGREEMENT** (“**Supplement**”), dated as of September 26, 2003, is made by **VENTURA DISTRIBUTION, INC.** (the “**Grantor**”), with an address at 770 Lawrence Drive, Thousand Oaks, California 91320, in favor of **PNC BANK, NATIONAL ASSOCIATION** (“**PNC**”), with an address at 2 North Lake Avenue, Suite 440, Pasadena, California 91101, as agent (“**Agent**”) for itself and the other Lenders (PNC, the other Lenders and Agent shall be referred to collectively and individually, as “**Lender**”) under the Revolving Credit, Equipment Loan and Security Agreement (the “**Loan Agreement**”) among Lender and Grantor.

RECITALS

A. Grantor, Agent and Lender previously entered into the Loan Agreement and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the “**Loan Documents**”). Pursuant to the Loan Documents, Grantor has granted to Agent a security interest in, among other things, all of Grantor’s present and future general intangibles, including, without limitation, trademarks and other “**Collateral**” (as defined in the Loan Agreement); and

B. Grantor and Agent desire to supplement the Loan Agreement to make specific reference to the trademarks and other intellectual property set forth below. The Loan Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks and other intellectual property set forth below are not covered and perfected by the existing Loan Documents, including, without limitation, the Loan Agreement.

NOW THEREFORE, for valuable consideration, the parties hereto mutually agree as follows:

1. Grantor confirms its grant to Agent (for the benefit of Agent and Lender) of a security interest in all of Grantor’s right, title and interest in the Collateral, including, without limitation, the trademarks, service marks, applications therefor, goodwill associated therewith and other intellectual property set forth on Exhibit A hereto, to secure the payment and performance of all “**Obligations**” (as defined in the Loan Agreement).

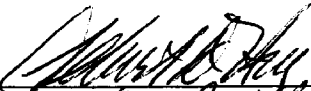
2. The Grantor represents and warrants that Exhibit A hereto constitutes a true and complete schedule of all federal and state trademark and service mark registrations and pending applications owned or controlled by Grantor or licensed to Grantor.

3. All terms and conditions of the Loan Agreement shall continue in full force and effect, and Grantor represents and warrants to Agent that all representations and warranties set forth in the Loan Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Loan Agreement.

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION

VENTURA DISTRIBUTION, INC.

By 
Title Vice President

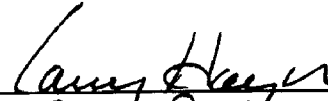
By 
Title President

Exhibit "A"

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REGISTERED U.K. MARKS

| <u>Mark</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|--------------------------|---------------------------------|--------------------------------|
| UrbanWorks Entertainment | May 23, 2002 | 2301911 |
| Urbanworld | May 23, 2002 | 2301912 |