

11-28-2003

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.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):
Universal City Studios LLLP

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Limited Partnership

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 10/30/2003

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, as

Internal

Address: Administrative Agent

Street Address: P.O. Box 2558

City: Houston State: TX Zip: 77252

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Bank

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 Schedule 1 attached hereto.

B. Trademark Registration No.(s) _____
See Schedule 1 attached hereto.

Additional number(s) attached ☒ Yes ☐ No

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

Name: Access Information Services, Inc.

Internal Address: _____

Street Address: 1773 Western Avenue

City: Albany State: NY Zip: 12203

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) \$ 290.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Jackie Lee

Name of Person Signing

Jackie Lee
Signature

11/17/2003

Date

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

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

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02 FC:6522

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250.00

TRADEMARK
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Schedule 1

10/28/2003

Country	Trademark	Classes	App No	App Dt	Reg No	Reg Dt	Status	Owner
United States	E.T.	9	76/277478	6/18/2001	2772224	10/7/2003	Registered	Universal City Studios LLLP
United States	NOTHING BUT THE GOOD STUFF	41	76/326978	10/18/2001	2728587	6/24/2003	Registered	Universal City Studios LLLP
United States	UNIVERSAL PICTURES	9	76/388249	4/22/2002	2758255	9/2/2003	Registered	Universal City Studios LLLP
United States	UNIVERSAL'S ISLANDS OF ADVENTURE	16	76/181885	12/18/2000	2747949	8/5/2003	Registered	Universal City Studios LLLP
United States	UNIVERSAL'S ISLANDS OF ADVENTURE	18	76/181894	12/18/2000	2737757	7/15/2003	Registered	Universal City Studios LLLP
United States	UNIVERSAL'S ISLANDS OF ADVENTURE & DESIGN	21	76/181795	12/18/2000	2743215	7/29/2003	Registered	Universal City Studios LLLP

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Country	Trademark	Classes	App No	App Dt	Reg No	Reg Dt	Status	Owner
United States	FURY WORLD	9					Pending Application	Universal City Studios LLC
United States	FURY WORLD	16					Pending Application	Universal City Studios LLC
United States	FURY WORLD	25					Pending Application	Universal City Studios LLC
United States	FURY WORLD	28					Pending Application	Universal City Studios LLC
United States	GO INSIDE	41	785020223	8/18/2003			Pending Application	Universal City Studios LLC
United States	MAID IN AMERICA	41	78510062	4/28/2003			Pending Application	Universal City Studios LLC
United States	MAID IN THE USA	41	78510064	4/28/2003			Pending Application	Universal City Studios LLC
United States	MUMMY'S REVENGE	41	78508383	4/14/2003			Pending Application	Universal City Studios LLC
United States	VAN HELSING	30	78535731	8/11/2003			Pending Application	Universal City Studios LLC

TRADEMARK SECURITY AGREEMENT**(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, UNIVERSAL CITY STUDIOS LLLP, a Delaware limited liability limited partnership (herein referred to as the "Lien Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Vivendi Universal Entertainment LLLP (the "Borrower") and the Lenders and Agents party thereto are parties to a Loan Agreement dated as of June 24, 2003 (as amended from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to (i) an Amended and Restated Guarantee and Security Agreement dated as of June 24, 2003 (as amended and/or supplemented from time to time, the "Security Agreement") among the Borrower, the Guarantors party thereto and JPMorgan Chase Bank, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "Lien Grantor's Secured Guarantee") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor's Secured Guarantee, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without

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limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all Proceeds (as defined in the Security Agreement) of the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future infringement of any Trademark owned by the Lien Grantor, and all rights and benefits of the Lien Grantor under any Trademark License;

in each case subject to the *provisos* at the end of Section 3(a) of the Security Agreement.

The Lien Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of the Lien Grantor, any Secured Party (as defined in the Security Agreement) or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower's expense, to the extent permitted by law to exercise, at any time and from time to time while any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action as set forth in Section 19 of the Security Agreement.


Except to the extent not prohibited by the Security Agreement or the Loan Agreement, the Lien Grantor agrees not to sell, lease, exchange, assign or otherwise dispose of, or grant any option with respect to, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30 day of October, 2003.

UNIVERSAL CITY STUDIOS LLLP

By: _____


Name: Karen Randall
Title: Executive Vice President
and General Counsel


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FROM

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Acknowledged:

JPMORGAN CHASE BANK
as Administrative Agent

By: 
Name: Peter B. Thauer
Title: Vice President

[NYCORP232124-1:012W:102403-0023 p]]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

} ss.

On October 30, 2003, before me, Rosanne Toth Oxborn, Notary Public

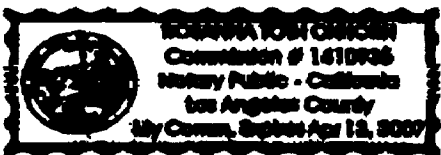
Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Karen Randall

Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Rosanne Toth Oxborn

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Trademark Security Agreement

Document Date: October 30, 2003 Number of Pages: _____

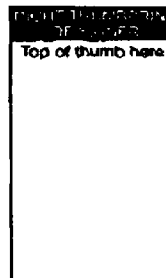
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: Karen Randall

- ☐ Individual
☒ Corporate Officer — Title(s): Executive Vice President-General Counsel
☐ Partner — ☐ Limited ☐ General
☐ Attorney In Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Universal City Studios L.L.P.



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United States	MAID IN THE USA	41	79510084	4/28/2003			Pending Application	Universal City Studios LLC
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