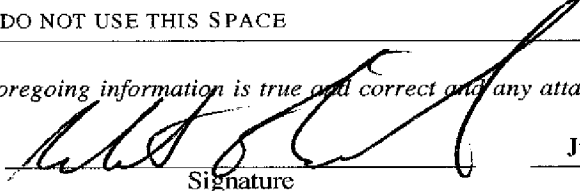


RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
Form PTO-159-4 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <u>Levy Home Entertainment LLC</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other <u>Limited Liability Company (Delaware)</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Harris Trust and Savings Bank, as Agent</u> Internal Address: _____ Street Address: <u>111 West Monroe Street</u> City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Illinois</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached:</small> <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Designations must be a separate document from assignment)</small> Additional names(s) & address(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>June 30, 2004</u>		
4. Application number(s) or trademark number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>1,724,395</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Robert J. Schneider</u> Internal Address: <u>Chapman and Cutler LLP</u> Street Address: <u>111 West Monroe Street</u> City: <u>Chicago</u> State <u>IL</u> ZIP: <u>60603</u>	6. Total number of applications and trademarks involved: 1 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-0305</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small> Attorney Docket No. <u>1578871</u>	
DO NOT USE THIS SPACE		
9. Statement and signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <u>Robert J. Schneider</u>  <u>July 6, 2004</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 4		

CH \$40.00 500305 1724395

 MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
 United States Patent and Trademark Office, Box Assignments
 Washington, DC 20231

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TRADEMARK
REEL: 002886 FRAME: 0152

TRADEMARK COLLATERAL AGREEMENT

This 30th day of June, 2004, Levy Home Entertainment LLC, a Delaware limited liability company ("*Pledgor*") with its principal place of business and mailing address at 1930 George Street, Unit 1, Melrose Park, Illinois 60160, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, a Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 ("*HTSB*"), acting as agent hereunder for the Lenders identified and defined in the Security Agreement described below (HTSB acting as such agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Pledgor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations as defined in that certain Security Agreement bearing even date herewith between Pledgor and the Agent (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Pledgor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Pledgor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations.

Pledgor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Pledgor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LEVY HOME ENTERTAINMENT LLC

By William B. Nelson
Name William B. Nelson
Its VP CFO

HARRIS TRUST AND SAVINGS BANK, as Agent

By Derek R. Cook
Name Derek R. Cook
Its Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED U.S. TRADEMARKS

**Mark: LEVY HOME ENTERTAINMENT
Registration No.: 1,724,395**