

01-21-2004

Harley

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):

Gotcha International, L.P.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 11/13/2003

2. Name and address of receiving party(ies)

Name: The CIT Group/Commercial Services, Inc.

Internal
Address: attn: Gotcha Intl. Acct Officer

Street Address: 300 South Grand Ave., 3rd Fl

City: Los Angeles State: CA Zip: 90071

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- 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 Schedule 1

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

Additional number(s) attached Yes No

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

Name: Federal Research Co., LLC

Internal Address: _____

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

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: _____

25

7. Total fee (37 CFR 3.41).....\$ 640.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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9. Signature.

Julie Cravitz
Name of Person Signing

Julie Cravitz
Signature

1-20-2004
Date

Total number of pages including cover sheet, attachments, and document: 9

01/22/2004 LNUELLER 00000050 73550033

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

01 FC:0528 40.00 DP
02 FC:0522 600.00 DP

TRADEMARK
REEL: 002899 FRAME: 0001

**SCHEDULE 1 TO FIRST AMENDMENT TO GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

<u>Trademark/ Service Mark</u>	<u>Serial No./ File Date</u>	<u>Registration No./ Registration Date</u>
Gotcha	73-550,033 / July 25, 1985	1566109 / November 14, 1989
Gotcha.com	75-728,656 / June 7, 1999	n/a
Gotcha.tv	75-728,657 / June 7, 1999	Pending
G (and design)	78-179,762 / October 29, 2002	Pending
Broadband Empowered	75-904,796 / January 28, 2000	Pending
Girl Star	75-828,754 / October 22,1999	2387770 / September 19, 2000
Gotcha	75-747,596 / June 29, 1999	Pending
Design only	75-546,995 / September 1, 1998	Pending
Design only	75-546,939 / September 1, 1998	2382258 / September 5, 2000
G (and design)	75-419,657 / January 19, 1998	2289891 / November 2, 1999
Gotcha	73-302,573 / March 24, 1981	1222521 / January 4, 1983
Soul of Extreme Sports	75-925,911 / February 22, 2000	n/a
Core Sports Info Source	75-025,910 / February 22, 2000	n/a
Pipeline Partners	75-924,446 / February 22, 2000	n/a
Webpliance	75-904,783 / January 28, 2000	n/a
Girlstar.tv	75-902,867 / January 24, 2000	n/a
Safe Surfin	75-747,360 / June 25, 1999	n/a
Gotcha	75-662,848 / March 18, 1999	n/a
Gotcha Glacier	75-662,846 / March 18, 1999	n/a
Design only	75-590,801 / November 18, 1998	n/a
Gotcha	75-580,195 / October 30, 1998	n/a

<u>Trademark/ Service Mark</u>	<u>Serial No./ File Date</u>	<u>Registration No./ Registration Date</u>
Girl Star	75-580,021/ October 30, 1998	n/a
Gotcha Glacier	75-459,309 / March 30, 1998	n/a
G-Sport	75-450,391 / March 16, 1998	n/a
Gotcha	73-729,753 / May 20, 1988	1686083 / May 12, 1992

FIRST AMENDMENT TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES

THIS FIRST AMENDMENT TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (this "Amendment"), dated as of November 13, 2003, is made and entered into by Gotcha International, L.P., a Delaware limited partnership (the "Company") in favor of The CIT Group/Commercial Services, Inc., a New York corporation ("CITCMS"), with reference to the following facts:

RECITALS

A. Company and CITCMS are parties to the Grant of Security Interest in Patents, Trademarks and Licenses Agreement, made as of December 24, 1997 (the "PTL Security Agreement"), pursuant to which Company granted CITCMS a security interest in the Intellectual Property Collateral as security for the obligations of Company owing to CITCMS, including those obligations under certain financing arrangements or agreements of even date therewith, and as may be amended from time to time, by and among Company, and CITCMS (the "Financing Agreement").

B. Company and CITCMS are entering into that certain Term Promissory Note, dated as of November 13, 2003 (the "Term Note"), pursuant to which the CITCMS will advance \$6,000,000 to, or for the benefit of, the Company, a portion of which shall be used to refinance the outstanding indebtedness to CITCMS under the Financing Agreement.

C. The parties hereto wish to enter into this Amendment to reaffirm and to provide that any and all Intellectual Property Collateral provided by Company to CITCMS pursuant to the PTL Security Agreement shall secure the Company's Obligations (as defined below), and to amend the Schedules attached to the PTL Security Agreement.

NOW, THEREFORE, Company and CITCMS hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, any and all initially-capitalized terms used in this Amendment (including, without limitation, in the recitals hereto) without definition shall have the respective meanings ascribed thereto in the PTL Security Agreement or Term Note as applicable.

2. Obligations. The term "Obligations" is amended and restated in its entirety to read as follows: all present and future obligations and indebtedness of any kind of Company owing to CITCMS, including without limitation those obligations under the Term Note.

3. Trademarks. Schedule B to the PTL Security Agreement is hereby amended to include additional trademarks as set forth in Schedule 1 attached hereto, and incorporated herein by this reference.

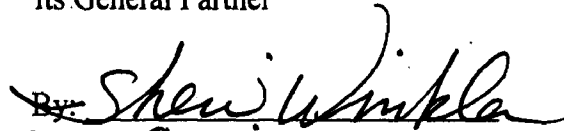
4. Otherwise Not Affected. Except as expressly amended hereby, the PTL Security Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, Company and CITCMS have executed this Agreement by their respective duly authorized officers as of the date first above written.

COMPANY:

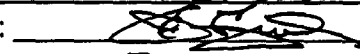
GOTCHA INTERNATIONAL, L.P.,
a Delaware limited partnership

By: GOTCHA HOLDINGS, INC.,
its General Partner

By: 
Name: Sherri Winkler
Title: CEO

CITCMS:

THE CIT GROUP/COMMERCIAL
SERVICES, INC.,
a New York corporation

By: JAMES E. FZEMDLI
Name: 
Title: V.P.

IRREVOCABLE POWER OF ATTORNEY

GOTCHA INTERNATIONAL, L.P., with offices at 1151 Dove Street, #140, Newport Beach, CA 92660, (hereinafter referred to as the "Company"), hereby grants to The CIT Group/Commercial Services, Inc., a New York corporation, with offices at 300 S. Grand Ave., Los Angeles, CA 90071 (hereinafter referred to as "CITCMS"), the exclusive Irrevocable Power of Attorney to transfer to CITCMS or to any designee of CITCMS all Intellectual Property Collateral (as defined in the Grant of Security Interest in Patents, Trademarks and Licenses, made on December 24, 1997, as amended) including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to CITCMS are outstanding under the Financing Agreement, dated on or about the date hereof, between the Company and CITCMS.
2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;
3. The Power of Attorney granted herein shall only be exercisable by CITCMS after the occurrences of an Event of Default under the Agreement between CITCMS and the Company; and
4. CITCMS shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by CITCMS of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CITCMS. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the 13 day of November, 2003.

GOTCHA INTERNATIONAL, L.P.,
a Delaware limited partnership

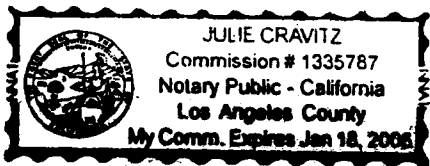
By: GOTCHA HOLDINGS, INC.,
its General Partner

By: Sherr Winkler
Name: Sherr Winkler
Title: CEO

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On Nov 13, 2003, before me, Julie Cravitz, a Notary Public in and for said County and State, personally appeared Sherr Winkler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to the within instrument, and acknowledged to me that (~~he~~/she/~~they~~) executed the same in (~~his~~/her/~~their~~) authorized capacit(-y/-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.



Julie Cravitz
Signature of Notary Public

[SEAL]

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