

02-20-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/20) Tab settings

IEET -Y 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):

Disc Intellectual Properties, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other limited liability company

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 02/14/2004

2. Name and address of receiving party(ies)

Name: WRLJ Maple Corp.

Internal Address: Attn: Jack Peterson

Street Address: 410 Nevada Way, Suite 200

City: Boulder City State: NV Zip: 89005

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

B. Trademark Registration No.(s) see attached

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:

14

7. Total fee (37 CFR 3.41): \$ 365.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Julie Cravitz Name of Person Signing

Julie Cravitz Signature

02/19/2004 Date

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

02/23/2004 LINDSEY 00000016 1676962

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

01 FC:8521 40.00 00 02 FC:8522 325.00 00

EXHIBIT  
to  
RECORDATION FORM COVER SHEET TRADEMARKS

<u>Owner of Trademark/ Service Mark</u>	<u>Trademark/ Service Mark</u>	<u>Jurisdiction/Registration/ Serial No.</u>	<u>Registration Date</u>
Disc Intellectual Properties, LLC	CENEX	1676962	2/25/92
Disc Intellectual Properties, LLC	CENTRAL CASTING	1653200	8/6/91
Disc Intellectual Properties, LLC	CENTRAL CASTING & Design	2804842	1/13/04
Disc Intellectual Properties, LLC	DISC (Stylized)	2041554	3/4/97
Disc Intellectual Properties, LLC	DISC (Stylized)	1988730	7/23/96
Disc Intellectual Properties, LLC	MOVIE MAGIC	2178281	8/4/98
Disc Intellectual Properties, LLC	VISTA ACCOUNTING	2233636	3/23/99
Disc Intellectual Properties, LLC	VISTA BUDGETING	2123784	12/23/97
Disc Intellectual Properties, LLC	ENTERTAINMENT PARTNERS	78/215187	2/14/03
Disc Intellectual Properties, LLC	EP ENTERTAINMENT PARTNERS & Design	78/186739	11/19/02
Disc Intellectual Properties, LLC	EP GLOBAL PROXEE	78/056743	4/4/01
Disc Intellectual Properties, LLC	EP GLOBAL VISTA	78/056741	4/4/01

<u>Owner of Trademark/ Service Mark</u>	<u>Trademark/ Service Mark</u>	<u>Jurisdiction/Registration/ Serial No.</u>	<u>Registration Date</u>
Disc Intellectual Properties, LLC	EP LOGO	78/203283	1/14/03
Disc Intellectual Properties, LLC	VISTA	78/249371	5/13/03

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 14, 2004, is made by each of the Persons listed on the signature pages hereto (each of which Persons has the same chief executive office and principal place of business indicated on the signature pages hereto), together with each other Person which becomes a party hereto pursuant to Section 6 of this Agreement (each, a "Grantor" and collectively, "Grantors"), jointly and severally, in favor of WRLJ Maple Corp., a California corporation, for the benefit of the Seller Creditors that are party to the Buyer Security Agreement referred to below (in such capacity, "Secured Party"), with reference to the following facts:

### RECITALS

A. Pursuant to the Asset Purchase Agreement, of even date herewith, by and between Buyer, on the one hand, and Collateral Agent and the other sellers identified therein (collectively, the "Sellers"), on the other hand (the "APA"), the Sellers have agreed to sell to GEP Administrative Services, Inc., a Delaware corporation ("Buyer"), and Buyer has agreed to purchase from the Sellers, certain assets of the Sellers (collectively, the "Sale Assets") relating to the Business (as defined in the APA).

B. Buyer has executed to the order of WRLJ Maple Corp., a California corporation (the "Seller Note Holder"), a non-negotiable secured subordinated promissory note, of even date herewith, in the original principal amount of Fifty-Five Million Dollars (\$55,000,000) (the "Seller Note"), to evidence Buyer's obligation to pay the deferred portion of the Purchase Price payable under (and as defined in) the APA.

C. Buyer also is obligated to pay to the Seller Note Holder certain conditional Earn-Out Consideration under (and as defined in) the APA.

D. The Seller Creditors require that Buyer secure the payment and performance of Buyer's obligations to the Seller Note Holder under the Seller Note, Buyer's obligations to the Seller Note Holder in connection with the Earn-Out Consideration, and certain other conditional obligations of Buyer to Robert W. Draney, Jack L. Peterson and Howard D. Fabrick, as Trustees of The Trust created by Draney Information Services Corporation Liquidating Trust Agreement dated as of February 14, 2004 in connection with the Warrants referred to in the APA by granting Secured Party (which for the administrative convenience of the parties has agreed to serve as the collateral agent for the Seller Creditors), for the benefit of the Seller Creditors, a subordinate security interest in all of the Sale Assets and all other current and future personal property of Buyer, including all current and future intellectual property of Buyer.

E. The Seller Creditors also require that each subsidiary of Buyer enter into the Subsidiary Guaranty dated as of even date herewith in favor of the Collateral Agent, for the benefit of itself and the other Seller Creditors (the "Subsidiary Guaranty"), and secure the payment and performance of its obligations under the Subsidiary Guaranty by granting Secured Party, for the benefit of itself and the other Seller Creditors, a security interest in all

of its current and future personal property, including all of its current and future intellectual property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SECURITY INTEREST

Each Grantor hereby grants to Secured Party a security interest in:

A. All of such Grantor's now existing or hereafter acquired right, title, and interest in and to: all of such Grantor's domestic trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, and all reissues, extensions and renewals thereof including those trademarks, terms, designs and applications described in Schedule A hereto (collectively, the "Trademarks");

B. The goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

C. Any and all proceeds of any of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement of the Trademarks or any licenses with respect to the Trademarks (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interest granted by Buyer to Secured Party pursuant to this Agreement shall secure any and all present and future Secured Obligations under and as defined in the Seller Financing and Security Agreement (the "Buyer Security Agreement"), of even date herewith, executed by Buyer in favor of Secured Party for the benefit of the Seller Creditors. The security interest granted by the Grantors other than Buyer to Secured Party pursuant to this Agreement shall secure any and all present and future Guaranteed Obligations under and as defined in the Guaranty Security Agreement (the "Guaranty Security Agreement"), of even date herewith, executed by such Grantors in favor of Secured Party for the benefit of the Seller Creditors. The Secured Obligations under the Buyer Security Agreement and the Guaranteed Obligations under the Guaranty Security Agreement are referred to collectively herein as the "Obligations."

3. GRANTORS' REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Grantor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

A. All of the existing Collateral is valid and subsisting in full force and effect, and such Grantor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Each Grantor will, at such Grantor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications, other than Collateral that is not material to such Grantor's business. The Collateral is not subject to any lien, security interest, material claim or encumbrance ("Lien"), except the security interest granted hereunder, licenses existing on the date hereof or entered into for fair value after the date hereof in the ordinary course of such Grantor's business ("Permitted Licenses"), and Permitted Liens under (and as defined in) the Buyer Security Agreement.

B. Grantors will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except for the security interest granted hereunder, Permitted Licenses and Permitted Liens, or otherwise dispose of any of the Collateral that is material to any Grantor's business without the prior written consent of Secured Party.

C. Each Grantor will, at such Grantor's expense, perform all acts and execute all documents requested at any time by Secured Party in its commercially reasonable discretion to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Each Grantor hereby authorizes Secured Party to file one or more financing statements with respect to the Collateral. Each Grantor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. Each Grantor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party an original Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney following the exercise of its foreclosure remedies after the occurrence and during the continuation of an Event of Default under (and as defined in) the Buyer Security Agreement.

E. Secured Party may, in its sole discretion, pay any amount or do any act which any Grantor fails to pay or do as required hereunder or as requested by Secured Party in its commercially reasonable discretion to maintain and preserve the Collateral, including but not limited to, all recording, filing or attorneys' fees.

Grantors will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Grantors from the Seller Creditors, and shall be payable on demand together with interest at the rate set forth in the Seller Note and shall be part of the Obligations secured hereby.

F. As of the date hereof, Grantors have no Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto.

G. Grantors shall notify Secured Party in writing of the filing by any Grantor of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon written request of Secured Party, Grantors shall execute and deliver to Secured Party any and all amendments to this Agreement as may be reasonably requested by Secured Party to evidence the security interests of Secured Party in such Trademark.

H. Grantors will not permit any of the Trademarks to become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable unless Grantors, in the exercise of their reasonable business judgment, determine that such Trademark is not valuable or otherwise material to any Grantor's business. Grantors shall notify Secured Party immediately if any Grantor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

I. Grantors will take such actions in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country as are necessary and commercially reasonable to maintain such application and registration of the Trademarks material to any Grantor's business as such Grantor's property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

J. Grantors will promptly notify Secured Party if any Grantor learns of any use by any person of any term or design likely to cause confusion with any Trademark material to any Grantor's business or of any use by any person of any other process or product which infringes upon any Trademark, in each case that is material to any Grantor's business. If requested in writing by Secured Party, Grantors, at Grantors' expense, shall take such action as Secured Party, in Secured Party's commercially reasonable discretion, may deem reasonably advisable for the protection of Secured Party's interest in and to the Trademarks.

K. Grantors will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Each Grantor hereby grants to Secured Party the right to visit such

Grantor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto, which right may be exercised by Secured Party no more frequently than once per year prior to the occurrence and continuation of an Event of Default under (and as defined in) the Buyer Security Agreement and only during such Grantor's regular business hours with no less than five (5) days prior written notice to such Grantor.

4. DEFAULT RIGHTS AND REMEDIES; INCORPORATION OF SECURITY AGREEMENTS

Grantors hereby acknowledge and affirm that the default rights and remedies of Secured Party with respect to Secured Party's lien on and security interest in the Collateral covered by this Agreement are more fully set forth in the Buyer Security Agreement and Guaranty Security Agreement, as applicable, the terms and provisions of which are incorporated herein by this reference as is fully set forth herein. In the event any term or provision of this Agreement conflicts with any term or provision in the Buyer Security Agreement or Guaranty Security Agreement, as applicable, the term or provision of the Buyer Security Agreement or Guaranty Security Agreement, as applicable, shall control.

5. INSTRUMENTS OF ASSIGNMENT

In order to implement the assignment, sale, or other disposition of any of the Collateral in accordance with the provisions of the Buyer Security Agreement or Guaranty Security Agreement, as applicable, Secured Party may at any time following the exercise of its foreclosure remedies after the occurrence and during the continuation of an Event of Default under (and as defined in) the Buyer Security Agreement or Guaranty Security Agreement, as applicable, execute and deliver on behalf of any Grantor, pursuant to the authority granted in the Power of Attorney described in subparagraph 3D hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Grantors agree to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

6. ADDITIONAL GRANTORS

The initial Grantors hereunder are parties hereto as indicated on the signature pages hereof. In accordance with Section 6.16 of the Buyer Security Agreement, following the acquisition or creation by Buyer or any other Grantor of a new subsidiary, such new subsidiary shall become a party hereto, as an additional Grantor, by executing and delivering to Collateral Agent an Instrument of Joinder substantially in the form of Exhibit 2 hereto, accompanied by such documentation as Collateral Agent may reasonably require in connection therewith, wherein such additional Grantor agrees to become a party hereto and to be bound hereby. Upon delivery of such Instrument of Joinder to and acceptance thereof by Collateral Agent, notice of which acceptance is hereby waived by Grantors, each such additional Grantor shall be as fully a party hereto as if such Grantor were an original signatory hereof. Each Grantor expressly agrees that its Obligations and the liens upon its property granted herein shall not be affected or diminished by the addition or release of additional



Grantors hereunder, nor by any election of Secured Party not to cause any subsidiary of any Grantor to become an additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor who is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

7. MISCELLANEOUS

A. All notices, requests and demands to or upon the respective parties hereto shall be given or made in accordance with the Notices provision of the Buyer Security Agreement.

B. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

D. The security interest granted to Secured Party hereunder shall terminate upon the indefeasible payment in full of the Obligations.

E. THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO CHOICE OF LAW PROVISIONS THEREOF). EACH GRANTOR HEREBY IRREVOCABLY CONSENTS AND SUBMITS IN ADVANCE TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF LOS ANGELES IN THE STATE OF CALIFORNIA, TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OTHER AGREEMENTS OR TO ANY MATTER ARISING THEREFROM IN ANY SUCH ACTION OR PROCEEDING. EACH GRANTOR AGREES THAT SERVICE OF SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE OUTSIDE SUCH COUNTY IN SUCH MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SUCH COURTS.

F. THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT JURY TRIALS OFTEN ENTAIL ADDITIONAL EXPENSES AND DELAYS NOT OCCASIONED BY NONJURY TRIALS. THE PARTIES TO THIS AGREEMENT AGREE AND STIPULATE THAT A FAIR TRIAL MAY BE HAD BEFORE A STATE OR FEDERAL JUDGE IN A COURT BY MEANS OF A BENCH TRIAL WITHOUT A JURY. IN VIEW OF THE FOREGOING, AND AS A SPECIFICALLY NEGOTIATED PROVISION OF THIS AGREEMENT, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT

TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature pages follow]

IN WITNESS WHEREOF, Grantors and Secured Party have executed this Agreement by their respective duly authorized officers as of the day and year first above written.

"Grantors"

GEP ADMINISTRATIVE SERVICES, INC.,  
a Delaware corporation

By: Mark L. Goldstein  
Name: Markham L. Goldstein  
Title: President

GEP SOFTWARE TECHNOLOGIES, LLC,  
a Delaware limited liability company

By: Mark L. Goldstein  
Name: Markham L. Goldstein  
Title: President

DISC INTELLECTUAL PROPERTIES, LLC,  
a California limited liability company

By: Mark L. Goldstein  
Name: Markham L. Goldstein  
Title: President

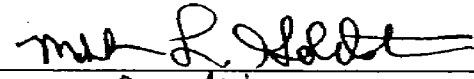
DISC CORPORATE PROPERTIES, LLC,  
a Delaware limited liability company

By: Mark L. Goldstein  
Name: Markham L. Goldstein  
Title: President


DISC CASTING PROPERTIES, LLC,  
a Delaware limited liability company

By: Mark L. Goldstein  
Name: Markham L. Goldstein  
Title: President


GEP BTL, LLC,  
a Delaware limited liability company

By:   
Name: Markham L. Goldstein  
Title: President


GEP ATL, LLC,  
a Delaware limited liability company

By:   
Name: Markham L. Goldstein  
Title: President

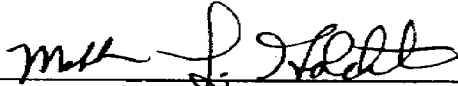
GEP CAST, LLC,  
a Delaware limited liability company

By:   
Name: Markham L. Goldstein  
Title: President


GEP RESOURCES, LLC,  
a Delaware limited liability company

By:   
Name: Markham L. Goldstein  
Title: Manager


GEP MANAGEMENT SERVICES, LLC,  
a Delaware limited liability company

By:   
Name: Markham L. Goldstein  
Title: President

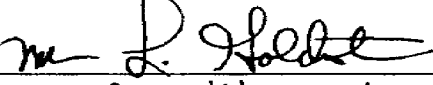
GEP PIXPAY SERVICES, LLC,  
a Delaware limited liability company

By:   
Name: Markham L. Goldstein  
Title: President

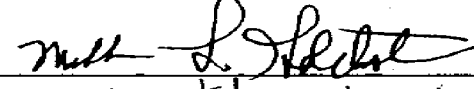
GEP COMMPROD SERVICES, LLC,  
a Delaware limited liability company

By:   
Name: Markham L. Goldstein  
Title: President

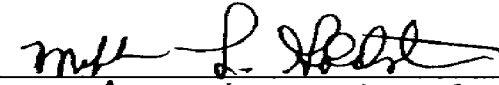
GEP COMMPAY SERVICES, LLC,  
a Delaware limited liability company

By:   
Name: Markham L. Goldstein  
Title: President


GEP TALENT SERVICES, LLC,  
a Delaware limited liability company

By:   
Name: Markham L. Goldstein  
Title: President

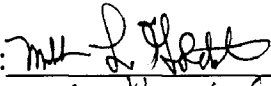
GEP COMMTALENT SERVICES, LLC,  
a Delaware limited liability company

By:   
Name: Markham L. Goldstein  
Title: President

GEP CENCAST, LLC,  
a Delaware limited liability company

By:   
Name: Markham L. Goldstein  
Title: President

GEP CENEX, LLC,  
a Delaware limited liability company

By:   
Name: Markham L. Goldstein  
Title: President

Address for Notices for all Grantors:

2835 North Naomi Street  
Burbank, CA 91504-2024  
Attention: Markham Goldstein

ACKNOWLEDGED AND ACCEPTED:

WRLJ MAPLE CORP.,  
a California corporation, as Secured Party

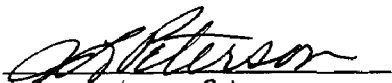
By:   
Name: Jack L. Peterson  
Title: Chief Operating Officer and Senior Vice President

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_, a \_\_\_\_\_ ("Debtor"),  
hereby appoints and constitutes WRLJ Maple Corp., a California corporation, in its capacity  
as collateral agent for the Seller Creditors identified in the Trademark Security Agreement  
referred to below (in such capacity, "Secured Party"), and each officer thereof, Debtor's true  
and lawful attorney, with full power of substitution and with full power and authority to  
perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents,  
instruments of assignment, or other papers which Secured Party, in its sole discretion, deems  
necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of  
the right, title, and interest of Debtor in and to any trademarks and all registrations,  
recordings, reissues, extensions, and renewals thereof, or for the purpose of recording,  
registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements,  
certificates or other papers which Secured Party, in its sole discretion, deems necessary or  
advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney is made pursuant to a Trademark Security  
Agreement of even date herewith between Debtor and the other Grantors identified therein, on  
the one hand, and Secured Party, on the other hand (as amended or supplemented, the  
"Trademark Security Agreement"), and may not be revoked until indefeasible payment in full  
of all of the "Obligations" referred to in the Trademark Security Agreement. Secured Party  
agrees that it will exercise its rights with respect to this Special Power of Attorney only  
following the exercise by Secured Party of its foreclosure remedies after the occurrence and  
during the continuation of an Event of Default (as defined in the Buyer Security Agreement  
referred to in the Trademark Security Agreement).

Dated as of February 14, 2004.

**[Applicable Grantor],**

a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT 2  
TO  
TRADEMARK SECURITY AGREEMENT

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ ("Joining Party"), and delivered to WRLJ Maple Corp., a California corporation, as collateral agent for the Seller Creditors party to the Seller Financing Agreement referred to below (in such capacity, "Secured Party"), pursuant to the Trademark Security Agreement, dated as of February 14, 2004 made by the Grantors identified therein in favor of Secured Party, for the benefit of the Seller Creditors (the "Trademark Security Agreement"). Capitalized terms used but not defined in this Joinder shall have the meanings defined for those terms in the Trademark Security Agreement.

RECITALS

- (a) The Trademark Security Agreement was made by the Grantors in favor of Secured Party for the benefit of the Seller Creditors that are parties to the Seller Financing and Security Agreement, dated as of February 14, 2004, by and among GEP Administrative Services, Inc., a Delaware corporation ("Buyer"), Secured Party and such Sellers (as such agreement may from time to time be amended, extended, renewed, supplemented or otherwise modified, the "Seller Financing Agreement").
- (b) Joining Party has become a Subsidiary of Buyer, and, as such, is required pursuant to Section 6.16 of the Seller Financing Agreement to become a Grantor under the terms and conditions of the Trademark Security Agreement.
- (c) Joining Party expects to realize direct and indirect benefits as a result of the consummation of the transactions provided for in the Seller Financing Agreement.



NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 6 of the Trademark Security Agreement. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Trademark Security Agreement with respect to all Guaranteed Obligations of Grantors heretofore or hereafter incurred under (and as defined in) the Subsidiary Guaranty, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Trademark Security Agreement.

(2) The effective date of this Joinder is \_\_\_\_\_, \_\_\_\_\_.

"Joining Party"

\_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED:

WRLJ MAPLE CORP.,  
a California corporation, as Secured Party

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks / Service Marks

<u>Owner of Trademark/ Service Mark</u>	<u>Trademark/ Service Mark</u>	<u>Jurisdiction/Registration/ Serial No.</u>	<u>Registration Date</u>
1. <u>United States</u>			
Disc Intellectual Properties, LLC	CENEX	1676962	2/25/92
Disc Intellectual Properties, LLC	CENTRAL CASTING	1653200	8/6/91
Disc Intellectual Properties, LLC	CENTRAL CASTING & Design	2804842	1/13/04
Disc Intellectual Properties, LLC	DISC (Stylized)	2041554	3/4/97
Disc Intellectual Properties, LLC	DISC (Stylized)	1988730	7/23/96
Disc Intellectual Properties, LLC	ENTERTAINMENT PARTNERS	78/215187	2/14/03
Disc Intellectual Properties, LLC	EP ENTERTAINMENT PARTNERS & Design	78/186739	11/19/02
Disc Intellectual Properties, LLC	EP GLOBAL PROXEE	78/056743	4/4/01
Disc Intellectual Properties, LLC	EP GLOBAL VISTA	78/056741	4/4/01
Disc Intellectual Properties, LLC	EP LOGO	78/203283	1/14/03
Disc Intellectual Properties, LLC	MOVIE MAGIC	2178281	8/4/98

Disc Intellectual Properties, LLC	VISTA	78/249371	5/13/03
Disc Intellectual Properties, LLC	VISTA ACCOUNTING	2233636	3/23/99
Disc Intellectual Properties, LLC	VISTA BUDGETING	2123784	12/23/97

2. Foreign

Disc Intellectual Properties, LLC	ENTERTAINMENT PARTNERS	Australia/940929	9/8/03
Disc Intellectual Properties, LLC	ENTERTAINMENT PARTNERS	Canada/575536	2/12/03
Disc Intellectual Properties, LLC	ENTERTAINMENT PARTNERS	European Community/ 003009198	1/15/03
Disc Intellectual Properties, LLC	ENTERTAINMENT PARTNERS CANADA	Canada/1131474	2/15/02
Disc Intellectual Properties, LLC	ENTERTAINMENT PARTNERS UNITED KINGDOM	United Kingdom/2337969	7/17/03
Disc Intellectual Properties, LLC	EP CANADA	Canada/1131473	2/15/02
Disc Intellectual Properties, LLC	EP ENTERTAINMENT PARTNERS & Design	Australia/940430	9/8/03
Disc Intellectual Properties, LLC	EP ENTERTAINMENT PARTNERS & Design	Canada/1164921	1/15/03
Disc Intellectual Properties, LLC	EP ENTERTAINMENT PARTNERS & Design	European Community/ 003009420	1/15/03
Disc Intellectual Properties, LLC	EP ENTERTAINMENT PARTNERS & Design	New Zealand/671866	1/15/03
Disc Intellectual Properties, LLC	EP ENTERTAINMENT PARTNERS & Design	New Zealand/671867	1/15/03

Disc Intellectual Properties, LLC	EP ENTERTAINMENT PARTNERS & Design	New Zealand/671868	1/15/03
Disc Intellectual Properties, LLC	EP ENTERTAINMENT PARTNERS & Design	New Zealand/671869	1/15/03
Disc Intellectual Properties, LLC	EP GLOBAL VISTA	European Community/ 003258373	1/7/03
Disc Intellectual Properties, LLC	EP LOGO	Australia/940431	1/17/03
Disc Intellectual Properties, LLC	EP LOGO	Canada/1164922	1/15/03
Disc Intellectual Properties, LLC	EP LOGO	European Community/ 003009149	1/15/03
Disc Intellectual Properties, LLC	EP LOGO	New Zealand/678921	5/14/03
Disc Intellectual Properties, LLC	EP PACIFIC & Design	New Zealand/678920	5/14/03
Disc Intellectual Properties, LLC	EP UNITED KINGDOM	United Kingdom/2337970	7/1/7/03
Disc Intellectual Properties, LLC	MOVIE MAGIC	Canada/1184311	7/11/03
Disc Intellectual Properties, LLC	MOVIE MAGIC	European Community/ 003258373	7/7/03
Disc Intellectual Properties, LLC	VISTA	Canada/564997	7/22/02

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RECORDED: 02/20/2004

TRADEMARK  
REEL: 002915 FRAME: 0698