

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Record to correct the nature of conveyance to read "Security Agreement" on a document previously recorded on Reel/Frame No. 2148/0684

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sesac, LLC		04/14/1999	LTD LIAB JT ST CO: DELAWARE

RECEIVING PARTY DATA

Name:	UCC Lending Corp.
Street Address:	1300 Avenue of the Americas
Internal Address:	c/o CAK Universal Credit Corporation
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	733109	SESAC
Registration Number:	1811069	SESAC
Registration Number:	2028022	FOCUS ON SESAC
Registration Number:	755097	
Registration Number:	762752	DRUMMERS
Registration Number:	760182	JUST A MINUTE!

CORRESPONDENCE DATA

Fax Number: (212)407-4990
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212.407.4000
 Email: nytrademark@loeb.com
 Correspondent Name: Alexandra N. DeNeve, Esq.
 Address Line 1: 345 Park Avenue
 Address Line 2: 18th Floor

CH \$165.00 733109

Address Line 4: New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER:

201406-10002

NAME OF SUBMITTER:

Veronica T. Thomas

Total Attachments: 8

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TRADEMARK COLLATERAL ASSIGNMENT

TRADEMARK COLLATERAL ASSIGNMENT, dated as of April 14, 1999 (this "Agreement"), made by and between SESAC LLC, a Delaware limited liability company (the "Borrower"), in favor of UCC Lending Corp., a Delaware corporation (the "Lender").

WITNESSETH:

WHEREAS, pursuant to Section 4.1(a)(xiii) of the Loan Agreement dated as of April 14, 1999 by and between the Borrower and the Lender (as amended, supplemented or otherwise modified from time to time the "Loan Agreement"), which provides that the parties will enter into the Security Agreement (as defined below) for the Borrower's obligations under the Loan Agreement; and

WHEREAS, the Borrower is the owner of the entire right, title and interest in, to and under the trademarks and service marks and all United States registrations therefor listed on Schedule 1 hereto; and

WHEREAS, the Borrower has executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Lender, for the benefit of itself, (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Borrower has conveyed a security interest in, among other things, all right, title and interest of the Borrower in, to and under all of the Borrower's Marks, whether presently existing or hereafter arising or acquired;

NOW, THEREFORE, in consideration of the premises and to induce the Borrower and the Lender to enter into the Loan Agreement, the Borrower hereby agrees with the Lender as follows:

1. **Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in

the Security Agreement.

(b) Other Definitional Provisions. (i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the prompt and complete payment when due and satisfaction of the Obligations, the Borrower hereby grants, assigns and conveys to Lender as collateral security the entire right, title and interest in and to the Marks, and all proprietary rights in and to all products and all proceeds related thereto, now owned or existing or at any time hereafter acquired by the Borrower or in which the Borrower now has or any time in the future may acquire any right, title or interest, including, without limitation, each registration, application, and proprietary right listed in Schedule 1 attached hereto and made a part hereof, the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of the Borrower's business connected with and symbolized by the Marks (referred to collectively as the "Marks Collateral").

3. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of recording the collateral assignment of the Lender in the Marks Collateral with the United States Patent and Trademark Office. The collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Borrower and the Lender thereunder) shall remain in full force and effect in accordance with its terms. Except as set forth in the Security Agreement and this Agreement, until the occurrence of an Event of Default and an acceleration of the Obligations, the Lender shall have no rights under the Marks Collateral.

4. Assignments of Marks and Goodwill. In addition to all other rights granted to the Lender under the Loan Agreement, the Security Agreement and this Agreement, effective only upon an Event of Default and an acceleration of the Obligations under the Loan Agreement, the Borrower hereby sells, assigns, transfers and sets over to the Lender, for collateral purposes only, the Borrower's entire right, title and interest in and to all Marks and the goodwill of the Borrower's business connected with and symbolized by the Marks.

5. Representations and Warranties. The Borrower represents and warrants that:

- (a) the Marks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) each of the Marks is valid and enforceable and no claim has been made that the use of any of the Marks does or may violate the rights of any third person;
- (c) the Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Marks, free and clear of any liens, charges and encumbrances; and
- (d) the Borrower has the unqualified right to enter into this Agreement and perform its terms.

6. Release of Collateral and Termination. This Agreement and all obligations of the Borrower and the Lender hereunder shall terminate on the date upon which the Obligations have been paid and satisfied in full without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Lender shall, at the sole expense of the Borrower, take such actions as reasonably may be necessary to release its security interest in the Marks Collateral.

7. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the collateral assignment in the Marks Collateral granted hereby are more fully set forth in the Security Agreement, the terms and

provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

8. Binding Effect: Benefits. This Agreement shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

9. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

IN WITNESS WHEREOF, the parties have caused this Trademark Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

SESAC LLC,
as the Borrower

By: 

Name: Tom N. Smith.
Title: Vice President

UCC LENDING CORP.
as the Lender

By: 

Name: JAMES HARAN
Title: TREASURER

COUNTY OF NEW YORK)
)
STATE OF NEW YORK) SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 14th day of April 1999, personally appeared Ira N. Smith, known to me to be the Vice President of SESAC LLC which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Amanda Scuder

Notary Public
My commission expires:

AMANDA C. SCUDER
Notary Public, State of New York
No. 01SC5088771
Qualified in Westchester County
Commission Expires 11/24/1999

COUNTY OF NEW YORK)
)
STATE OF NEW YORK) SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 14th day of April 1999, personally appeared James Haran, known to me to be the Treasurer of UCC LENDING CORP. which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.


Notary Public
My commission expires:

AMANDA C. SCUDER
Notary Public, State of New York
No. 01SC5088771
Qualified in Westchester County
Commission Expires 11/24/1999

SCHEDULE OF MARKS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>
SESAC	733,109	June 19, 1962
SESAC & DESIGN	1,811,069	December 14, 1993
FOCUS ON SESAC	2,028,022	December 31, 1996
STAR DESIGN	755,097	August 20, 1963
DRUMMERS	762,752	January 26, 1964
JUST A MINUTE	760,182	November 12, 1963