

08-31-2004



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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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TRADEMARKS ONLYU.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):

JPMorgan Chase Bank, as Administrative Agent

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

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

3. Nature of conveyance:

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

Execution Date: 07/28/2004

2. Name and address of receiving party(ies)

Name: Universal City Studios LLLP etal

Internal

Address:

Street Address: 100 Universal City Plaza

City: Universal City State: CA Zip: 91608

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability LP/ LLC

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 A attached hereto.

B. Trademark Registration No.(s) _____

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: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Jackie Lee 800-388-1598

Name of Person Signing

Signature

08/10/2004

Date

Total number of pages including cover sheet, attachments, and document: 14

09/01/2004 LMUELLER 00000006 76472797

01 FC:8521
02 FC:852240.00 OP
100.00 OP

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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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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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
UNIVERSAL HOME VIDEO LLLP
UNIVERSAL STUDIOS HOME VIDEO LLC
UNIVERSAL STUDIOS TELEVISION ENTERPRISES LLLP☐ General Partnership☐ Limited Partnership☐ Corporation-State☒ Other LIMITED LIABILITY LIMITED PARTNERSHIP
AND LIMITED LIABILITY COMPANYAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: NOVEMBER 25, 2002

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK AS
Internal ADMINISTRATIVE AGENT
Address: LIEN PERFECTION UNIT

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 A ATTACHED HERETO.

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

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

Name: JACKIE LEE

Internal Address: ACCESS INFORMATION SERVICES,
INC.

Street Address: 1773 WESTERN AVENUE

City: ALBANY State: NY Zip: 12203

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Jackie Lee
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 10

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

04/30/2003 6TON11 00000128 76472797

01 FC:6521 40.00 DP
02 FC:6522 100.00 DP
03 FC:6523 120.00 DPTRADEMARK
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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, UNIVERSAL CITY STUDIOS LLLP, a Delaware limited liability limited partnership (as successor in interest, for the purposes hereof, to Universal City Studios LP, Universal City Studios LLC and Universal City Studios, Inc.), UNIVERSAL HOME VIDEO LLLP, a Delaware limited liability limited partnership (as successor in interest, for the purposes hereof, to Universal Home Video LP, Universal Home Video LLC and Universal Home Video, Inc.), UNIVERSAL STUDIOS HOME VIDEO LLC, a Delaware limited liability company (as successor in interest, for the purposes hereof, to Universal Studios Home Video, Inc.) and UNIVERSAL TELEVISION ENTERPRISES LLLP, Delaware limited liability limited partnership (as successor in interest, for the purposes hereof, to Universal Television Enterprises LP, Universal Television Enterprise LLC, Universal Television Enterprises, Inc., MCA Television Limited, Universal Pay TV Programming, Inc. and Universal Television Enterprises Productions, Inc.) (herein referred to as the "Lien Grantors") own, or in the case of licenses, are party to, the Trademark Collateral (as defined below);

WHEREAS, Vivendi Universal Entertainment LLLP (the "Borrower"), the Mandated Lead Arrangers and Banks party thereto, and JPMorgan Chase Bank, as Administrative Agent, are parties to an Amended and Restated Agreement dated as of November 25, 2002 (as amended from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of November 25, 2002 (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), each Lien Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "Lien Grantors' Secured Guarantee") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Lien Grantor, including all right, title and interest of such 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, each Lien Grantor grants to the Grantee, to secure the Lien Grantors' Secured Guarantee, a continuing security interest in all of such 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:

(NY) 04675/157/SEC.AGT/ip.agts.doc

(i) each Trademark (as defined in the Security Agreement) owned by such 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 such Lien Grantor is a party, including, without 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 any Lien Grantor against third parties for past, present or future infringement of any Trademark owned by such Lien Grantor, and all rights and benefits of such Lien Grantor under any Trademark License;

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

Each Lien Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of such 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, each 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 each Lien Grantor to the Grantee pursuant to the Security Agreement. Each 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, each Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 25th day of November, 2002.

UNIVERSAL CITY STUDIOS LLLP

By K Randall
Name: Karen Randall
Title: Executive Vice President

UNIVERSAL HOME VIDEO LLLP

By K Randall
Name: Karen Randall
Title: Executive Vice President

UNIVERSAL STUDIOS HOME VIDEO LLC

By K Randall
Name: Karen Randall
Title: Executive Vice President

UNIVERSAL STUDIOS TELEVISION
ENTERPRISES LLLP

By K Randall
Name: Karen Randall
Title: Executive Vice President

Trademark Security Agreement

Acknowledged:

JPMORGAN CHASE BANK,
as Administrative Agent

By: _____

Name:

Title:


BRUCE BORDEN
VICE PRESIDENT

Trademark Security Agreement

ACKNOWLEDGMENT

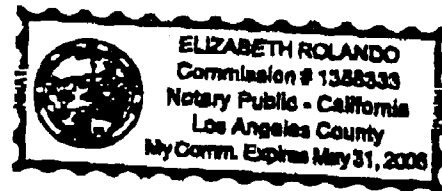
State of California)
)
County of Los Angeles)

On November 25, 2002, before me, the undersigned, a notary public in and for said State, personally appeared Karen Randall, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that she executed the same in her respective authorized capacity, and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (seal)

Capacity of signatory: Notary Public



U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
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See attached schedule

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
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See attached schedule

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July 28, 2004

Vivendi Universal Entertainment LLLP
100 Universal City Plaza
Universal City, California 91608

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of June 24, 2003, (as in effect on the date hereof, the "**Credit Agreement**" and, together with the other agreements and documents entered into in connection therewith, the "**Financing Documents**") by and among Vivendi Universal Entertainment LLLP (the "**Borrower**"), the lenders party thereto (the "**Lenders**"), Bank of America, N.A. and JPMorgan Chase Bank, as co-administrative agents (the "**Co-Administrative Agents**"), Barclays Bank PLC, as syndication agent, JPMorgan Chase Bank, as collateral agent, and JPMorgan Chase Bank, as paying agent. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Credit Agreement.

We understand that, on or prior to the Payoff Date (as hereinafter defined), the Borrower expects to obtain financing from Goldman Sachs Credit Partners L.P., in order to prepay all principal of all Loans outstanding under the Credit Agreement on the Payoff Date, and also expects to pay all interest and fees payable under the Credit Agreement that will have accrued and be unpaid on the Payoff Date and to pay all other monetary obligations and liabilities of the Borrower under the Financing Documents that have accrued or otherwise arisen on or before the Payoff Date, including amounts payable pursuant to any indemnity or expense reimbursement provisions that have been invoiced at least two business days prior to the Payoff Date.

1. This letter will confirm that:

(a) upon receipt by the Co-Administrative Agents of, no later than 2:00 p.m., New York time, on July 28, 2004, one or more wire transfers of immediately available funds in the aggregate amount of \$923,120,333.33, subject to adjustment as set forth in this paragraph 1 (as so adjusted, the "**Payoff Amount**"), consisting of:

(i) \$920,000,000.00 in respect of unpaid principal outstanding under the Credit Agreement (assuming no further loans or repayments are made); and

(ii) \$3,120,333.33 in respect of accrued and unpaid interest on such unpaid principal amount, assuming no changes in applicable interest rates and no changes in the outstanding

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principal amount (the per diem accrual of such interest being \$150,819.67 per day); and

(b) upon receipt by the Co-Administrative Agents of a fully-executed counterpart of this letter agreement signed by the Borrower;

(the date on which all of the foregoing conditions shall first be satisfied herein called the "**Payoff Date**"), all of the indebtedness and obligations of the Borrowers to the Co-Administrative Agents and the Lenders under or in respect of the Financing Documents (collectively, the "**Obligations**") shall be terminated and satisfied in full, *provided* that the foregoing shall not be construed to relieve the Borrower from its obligations under any indemnity or expense reimbursement provisions of any Financing Document in respect of any amounts that may become payable thereunder after the Payoff Date or any amounts that became payable thereunder on or prior to the Payoff Date for which invoices were not received by the Borrower on or prior to Monday, July 26, 2004. If the assumptions set forth above with respect to the calculation of the principal and interest components of the Payoff Amount are not correct, we will so advise the Borrower and promptly notify the Borrower in writing on or before the Payoff Date of the adjusted figure for the Payoff Amount, reflecting the appropriate changes in the amounts of principal and interest.

2. Please transfer the Payoff Amount to account number 323246982 maintained by the Co-Administrative Agents with JPMorgan Chase Bank by wire transfer of immediately available funds, for receipt no later than 2:00 p.m., New York time, on July 28, 2004.

3. The Borrower hereby confirms that the commitments of the Co-Administrative Agents and the Lenders to make loans under the Financing Documents are terminated as of the Payoff Date. The Borrower hereby confirms that as of the Payoff Date there will be no outstanding Secured Obligations (as defined under any Financing Document) under the Financing Documents.

4. The Co-Administrative Agents agree that, upon its receipt of the Payoff Amount, all of their security interests, liens, pledges and encumbrances created under the Financing Documents as security for the Obligations shall be automatically and irrevocably released and terminated. The Co-Administrative Agents, concurrently with the satisfaction of the conditions referred to in Paragraph 1 above, authorize, without the necessity of any further signature or action on the part of the Co-Administrative Agents or the Borrower or any other party, the Borrower and any counsel or representative acting on its behalf to record any Uniform Commercial Code termination statements, and agree to, concurrently with the satisfaction of the conditions referred to in Paragraph 1 above, execute and deliver any lien releases, mortgage releases, reassignments of trademarks, discharges of security interests, and other similar discharge, release, or assignment documents (and if applicable, in recordable form) as are reasonably necessary to release or assign, as of record, the security interests, financing

statements, and all other notices of security interests and liens previously filed by the Co-Administrative Agents with respect to the Obligations and agrees to deliver to the Borrower any and all stock certificates (and any and all stock powers related thereto) and other Collateral that are in its possession or control. Each release and termination of security interests, liens, pledges and encumbrances pursuant to this paragraph is without recourse to or warranty by JPMorgan in its capacity as Collateral Agent under the Security Documents.

5. At any time and from time to time, upon the request of the Borrower, the Co-Administrative Agents will promptly execute and deliver any and all further instruments and documents and take such further actions as the Borrower may reasonably request, in each case without representation or warranty and at the expense of the Borrower, to effectuate, or reflect of public record, the release of the security interests and liens referred to in paragraph 5 above.

6. This letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement.


7. This letter shall be governed by and construed in accordance with the laws of the State of New York.

[Signatures on following pages]

Very truly yours,

BANK OF AMERICA, N.A., as Co-
Administrative Agent under the Credit
Agreement

By:


Name: JOHN WALKIEWICZ
Title: VICE PRESIDENT

JPMORGAN CHASE BANK, as Co-
Administrative Agent under the Credit
Agreement

By:

Name: _____
Title: _____

[Signatures continued on following page]

As agreed to by the undersigned:

VIVENDI UNIVERSAL
ENTERTAINMENT LLLP

By: Mark Pinkerton
Name: Mark Pinkerton
Title: Vice President, Treasurer

Very truly yours,

**BANK OF AMERICA, N.A., as Co-
Administrative Agent under the Credit
Agreement**

By: _____

Name:
Title:

**JPMORGAN CHASE BANK, as Co-
Administrative Agent under the Credit
Agreement**

By: _____

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

[Signatures continued on following page]

Owner	Country	Trademark	Classes	App No	App Dt	Reg No	Reg Dt	Status
Universal City Studios LLP	United States	ESCAPE FROM THE MUMMY'S TOMB	41	76/472797	12/9/2002			Pending Application
Universal City Studios LLP	United States	HATS OFF TO HOLLYWOOD	42	76/495837	3/10/03			Pending Application
Universal City Studios LLP	United States	VAN HELSING	16	76/493900	3/3/03			Pending Application
Universal City Studios LLP	United States	VAN HELSING	25	76/493919	3/3/03			Pending Application
Universal City Studios LLP	United States	VAN HELSING	28	76/493920	3/3/03			Pending Application