

11-29-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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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):

Axium International, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 11/09/2004

2. Name and address of receiving party(ies)

Name: The Bank of New York,

Internal

Address: as Collateral Agent

Street Address: 101 Barclay Street, Floor 8E

City: New York State: NY Zip: 10286

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other New York Banking Corporation

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 I

B. Trademark Registration No.(s) SEE SCHEDULE I

Additional number(s) attached ☒ Yes ☐ No

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

Name: Luis Rodriguez

Internal Address: Corporation Service Company
1133 Avenue of the Americas
Suite 3100
New York, NY 10036

Street Address: _____

#980730

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

10

7. Total fee (37 CFR 3.41).....\$ 265⁰⁰

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy

Name of Person Signing

Signature

November 18, 2004

Date

11/26/2004 DBYRNE 00000072 78406121

Total number of pages including cover sheet, attachments, and document: 6

01 FC:8521
02 FC:8522

40.00 DP
225.00 DP

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

TRADEMARK
REEL: 003082 FRAME: 0563

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Mark	Application/Registration Number	Filing/Issuance Date
AUDITIONTV	78406121	April 22, 2004
ADUITIONTV	78385397	March 16, 2004
INTRAX	78378171	March 3, 2004
MOVIETRAX	78357808	January 26, 2004
CINETRAX	78357799	January 26, 2004
CRIMETV	76560180	October 24, 2003
MOVIEMAX	76526850	May 15, 2003
VISUALMAX	76526697	June 18, 2003
RIGHTSMAX	2890949	June 18, 2003
TELEMAX	2892806	June 18, 2003

Trademark Security Agreement

Trademark Security Agreement, dated as of November 9, 2004, by Axiom International, Inc., a Delaware corporation (the "Pledgor"), in favor of The Bank of New York, a New York banking corporation, in its capacity as collateral agent pursuant to the Collateral Agency Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Beneficiaries, to enter into the Security Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Beneficiaries a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AXIUM INTERNATIONAL, INC.

By: 

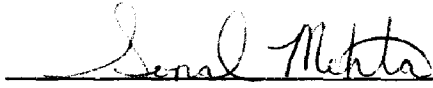
Name: Ronald D. Garber

Title: Vice Chairman and Chief Operating
Officer

Accepted and Agreed:

THE BANK OF NEW YORK,
as Collateral Agent

By:



Name:

Title: **SONAL MEHTA, VP**

TRADEMARK

REEL: 003082 FRAME: 0567

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