

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pacific Title and Arts Studio, Inc.		01/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	2321 Rosecrans Avenue, Suite 5000
Internal Address:	Attn: Manager
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2133255	EDUCATIONAL MARKETING CONCEPTS
Registration Number:	2124339	EMC
Registration Number:	2136225	EMC FILMS
Registration Number:	2376228	MEGA 2D
Registration Number:	2378236	MEGA 2D
Registration Number:	2378235	MEGA 3D
Registration Number:	2409562	MEGA 3D
Registration Number:	2378237	MEGA 5/70
Registration Number:	2388831	MEGA 8/70
Registration Number:	2497243	MEGASYSTEMS
Registration Number:	2346180	MEGASYSTEMS
Registration Number:	2354165	MEGASYSTEMS
Registration Number:	2093802	SCIENCE MUSEUMS OF AMERICA

CH \$365.00 2133255

Registration Number:

2378238

MEGA MOTION PICTURES

CORRESPONDENCE DATA

Fax Number: (619)234-3815

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 619-338-6636

Email: tadams@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton, LLP

Address Line 1: 501 West Broadway, 19th Floor

Address Line 2: Attn: Trina Adams

Address Line 4: San Diego, CALIFORNIA 92101-3598

NAME OF SUBMITTER:

Trina F. Adams

Signature:

/Trina F. Adams/

Date:

07/14/2005

Total Attachments: 6

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 31, 2005 by and between COMERICA BANK ("Bank") and PACIFIC TITLE AND ARTS STUDIO, INC. a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

6350 Santa Monica Blvd.
Hollywood, CA 90038

Attn: Chief Executive Officer

By: _____

Title: _____

BANK:

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

Attn: Manager

COMERICA BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

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Address of Grantor:

6350 Santa Monica Blvd.
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Attn: Chief Executive Officer

By: _____

Title: _____


BANK:

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

Attn: Manager

COMERICA BANK

By:  _____

Title: Vice President

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	None.		

EXHIBIT B

Patents

<u>Description</u>	Patent Application No./Issued Patent No.	<u>Date</u>
Process for converting digital files into YCM Film for archival purposes	US60/592,979	July 30, 2004

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Educational Marketing Concepts (United States)	2,133,255	1/27/98
EMC (United States)	2,124,339	12/23/97
EMC Films and Design	2,136,225	2/10/98
Mega 2D (United States)	2,376,228	8/8/00
Mega 2D (United States)	2,378,236	8/15/00
Mega 3D (United States)	2,378,235	8/15/00
Mega 3D (United States)	2,409,562	11/28/00
Mega 5/70 (United States)	2,378,237	8/15/00
Mega 8/70 (United States)	2,388,831	9/19/00
Mega Motion Pictures (United States)	2,378,238	8/15/00
Megasystems (Canada)		10/13/00
Megasystems (Japan)	4,423,711	10/13/00
Megasystems (Japan)	4,451,892	2/9/01
Megasystems (Japan)	4,423,730	10/13/00
Megasystems (Japan)	4,489,424	7/13/01
Megasystems (United States)	2,497,243	10/9/01
Megasystems (United States)	2,346,180	4/25/00
Megasystems (United States)	2,354,165	5/30/00
Megasystems and Design (European Union)	1,586,924	10/21/01
Megatheater (European Union)	999052	7/18/00
Megatheater (Japan)	4,423,712	10/13/00
Megatheater (Japan)	4,451,893	2/9/01
Megatheater (Japan)	4,489,425	7/13/01
Science Museums of America (United States)	2,093,802	9/2/97