

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
OTSP Holdings, Inc.		11/30/2006	CORPORATION: DELAWARE
On The Scene Productions, Inc.		11/30/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Seacoast Capital Partners II, L.P.
<b>Street Address:</b>	455 Market Street
<b>Internal Address:</b>	Suite 2000
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94105
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	Socius OTSP, L.P.
<b>Street Address:</b>	6505 East Dorado Place
<b>City:</b>	Greenwood Village
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80111
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	78920807	ON THE SCENE PRODUCTIONS, INC.
Serial Number:	78918688	OTSP
Serial Number:	78918648	OTSP ON THE SCENE PRODUCTIONS, INC.

**CORRESPONDENCE DATA**

Fax Number: (214)758-1550  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$90.00 78920807

Phone: 214-758-3552  
Email: dcollins@pattonboggs.com  
Correspondent Name: Darren W. Collins  
Address Line 1: 2001 Ross Avenue  
Address Line 2: Suite 3000  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	009091.0167
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	02/20/2007

**Total Attachments: 8**

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**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Amended and Restated Intellectual Property Security Agreement") is made and effective as of November ~~30~~, 2006, by and among OTSP HOLDINGS, INC., a Delaware corporation ("Holdings"), and ON THE SCENE PRODUCTIONS, INC., a California corporation ("OTSP", and together with Holdings, individually, a "Grantor" and collectively, the "Grantors"), in favor of SEACOAST CAPITAL PARTNERS II, L.P., a Delaware limited partnership and SOCIUS OTSP, L.P., a Delaware limited partnership (individually, a "Purchaser" and collectively, the "Purchasers"), pursuant to that certain Note Purchase Agreement dated as of July 14, 2006 by and between the Grantors and the Purchasers (as amended, restated or otherwise modified from time to time, the "Purchase Agreement," capitalized terms used but not defined herein have the respective meanings ascribed to such terms in the Purchase Agreement).

**RECITALS**

**WHEREAS**, pursuant to the Purchase Agreement by and among the Grantors and Purchasers, the Purchasers agreed, subject to the terms and conditions set forth therein, to purchase the Senior Subordinated Notes (the "Subordinated Notes"); and

**WHEREAS**, it was a condition precedent to the obligation of the Purchasers to execute and perform under the Purchase Agreement that Grantors execute and deliver an Intellectual Property Security Agreement to the Purchasers;

**WHEREAS**, on July 14, 2006, the Grantors executed that certain Intellectual Property Security Agreement (the "Intellectual Property Security Agreement") in favor of the Purchasers;

**WHEREAS**, the Grantors and the Purchasers desire to amend and restate the Intellectual Property Security Agreement to correct the application number and application date listed for the first trademark application set forth on Schedule A to the Intellectual Property Security Agreement;

**NOW, THEREFORE**, in consideration of the willingness of the Purchasers to enter into the Purchase Agreement and to agree, subject to the terms and conditions set forth therein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantors' prompt, punctual and faithful payment of the Subordinated Notes and the performance of all and each of the obligations under the Purchase Agreement, the Grantors hereby grant to Purchasers, a continuing security interest in all of the right, title and interest of Grantors in and to any and all of the following collateral, whether now owned or hereafter acquired (the "Intellectual Property Collateral"):

(a) The United States, state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses (to the extent permitted under the terms thereof) set forth on Schedule A attached hereto and all goodwill associated with the foregoing (collectively, the “Trademarks”); and

(b) Any and all claims and causes of action for past, present or future infringement of any of the Intellectual Property Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Intellectual Property Collateral; and

(c) Any and all licenses or rights granted under any of the Intellectual Property Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights; and

(d) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Intellectual Property Collateral; and

(e) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantors authorize and request that the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Amended and Restated Intellectual Property Security Agreement is submitted) file and record this Amended and Restated Intellectual Property Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect the interests of the Purchasers in the Intellectual Property Collateral.

3. Assignment. Upon the occurrence of and during continuation of an Event of Default, Grantors shall execute and deliver to Majority Purchasers, on their own behalf and on behalf of the other Purchasers, an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Majority Purchasers.

4. Power of Attorney. Upon the occurrence of and during continuation of an Event of Default under the Purchase Agreement, Grantors will irrevocably grant the Majority Purchasers on their own behalf and on behalf of the other Purchasers, a power of attorney, to act as Grantors’ attorney-in-fact, with full authority in the name, place and stead of Grantors, from time to time in the Majority Purchasers’ discretion, to take any action and to execute any instrument which the Majority Purchasers may deem reasonably necessary or advisable to accomplish the purposes of this Amended and Restated Intellectual Property Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in sole discretion of the Majority Purchasers, acting on their own behalf and on behalf of the other Purchasers, and without first obtaining such Grantors’ approval of or signature thereto) any schedule hereto, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by any Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which Grantors no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in sole discretion of the Purchasers, acting on their own behalf and on behalf of the other Purchasers, and without first obtaining Grantors’

approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Purchasers' interest or Grantors' rights in the Intellectual Property Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any document required to acknowledge, register or perfect the interest of the Purchasers in any part of the Intellectual Property Collateral without the signature of Grantors unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to Grantors) upon payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly). Upon any such termination, the Purchasers (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantors may reasonably request and provided to the Purchasers to evidence such termination.

6. Newly Registered Trademarks. Grantors hereby agree to provide the Majority Purchasers, on their own behalf and on behalf of the other Purchasers, on a monthly basis, a schedule of newly registered Trademarks.

7. Miscellaneous.

(a) This Amended and Restated Intellectual Property Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Purchasers under the Purchase Agreement. The rights and remedies of the Grantors and the Purchasers with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Purchase Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Amended and Restated Intellectual Property Security Agreement are deemed to conflict with the Purchase Agreement or the Other Agreements, the provisions of the Purchase Agreement or the Other Agreements shall govern.

(b) This Amended and Restated Intellectual Property Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

(c) THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT IS GIVEN IN AMENDMENT, RESTATEMENT, RENEWAL AND EXTENSION (BUT NOT IN NOVATION) OF THE ORIGINAL AGREEMENT. THE

GRANTORS AND PURCHASERS HEREBY AGREE THAT, WITH RESPECT TO MATTERS RELATING TO THE PERIOD PRIOR TO THE DATE HEREOF, ALL PROVISIONS OF THE ORIGINAL AGREEMENT ARE HEREBY RATIFIED AND CONFIRMED AND SHALL REMAIN IN FULL FORCE AND EFFECT.

*[remainder of page intentionally left blank; signature page follows]*

SCHEDULE A

TRADEMARK COLLATERAL

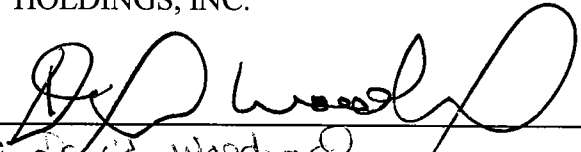
Trademark Applications

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
Federal	ON THE SCENE PRODUCTIONS, INC.	Serial No. 78920807	June 30, 2006
Federal	OTSP and design	Serial No. 78918688	June 28, 2006
Federal	OTSP On the Scene Productions, Inc. and design	Serial No. 78918648	June 28, 2006

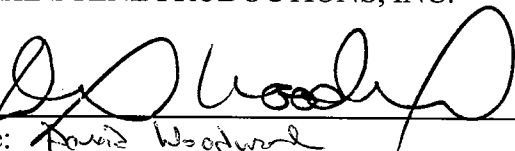
**IN WITNESS WHEREOF**, the parties hereto have executed this Amended and Restated Intellectual Property Security Agreement, as an instrument under seal, through their duly authorized officers, as of the date first written above.

**GRANTORS:**

OTSP HOLDINGS, INC.

By:   
Name: David Woodward  
Title: Vice President + Asst. Secretary

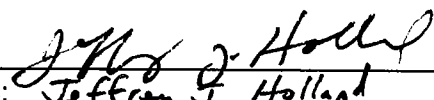
ON THE SCENE PRODUCTIONS, INC.

By:   
Name: David Woodward  
Title: Vice President + Asst. Secretary

**PURCHASERS:**

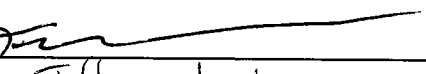
SEACOAST CAPITAL PARTNERS II, L.P.

By: Seacoast II Advisors, LLC,  
its general partner

By:   
Name: Jeffrey J. Holland  
Its: Vice President

SOCIUS OTSP, L.P.

By: Socius OTSP GP, LLC,  
its general partner


By:   
Name: Jeffrey Lamb  
Its: Managing Member



ACKNOWLEDGMENTS

STATE OF CALIFORNIA :  
 : SS  
COUNTY OF L.A. :

Before me, the undersigned, a Notary Public, on this \_\_\_\_ day of November, 2006, personally appeared JEFFREY HOLLAND to me known personally, who, being by me duly sworn, did say that he or she is a principal of SEACOAST II ADVISORS, LLC, the general partner of SEACOAST CAPITAL PARTNERS II, L.P., as a Purchaser, and that said Amended and Restated Intellectual Property Security Agreement was signed on behalf of said SEACOAST CAPITAL PARTNERS II, L.P., as a Purchaser, by authority of its board of directors, and the said SEACOAST CAPITAL PARTNERS II, L.P., as Purchaser, acknowledged said instrument to be his or her free act and deed.


  
\_\_\_\_\_  
Notary Public

My Commission Expires: 10-23-06

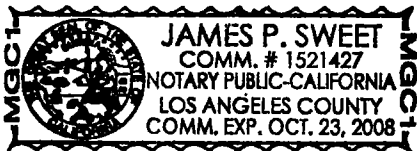


STATE OF CALIFORNIA :  
 : SS  
COUNTY OF L.A. :

Before me, the undersigned, a Notary Public, on this \_\_\_\_ day of November, 2006, personally appeared JEFFREY LAMB to me known personally, who, being by me duly sworn, did say that he or she is a principal of SOCIUS OTSP GP, LLC, the general partner of SOCIUS OTSP, L.P., as a Purchaser, and that said Amended and Restated Intellectual Property Security Agreement was signed on behalf of said SOCIUS OTSP, L.P., as a Purchaser, by authority of its board of directors, and the said SOCIUS OTSP, L.P., as Purchaser, acknowledged said instrument to be his or her free act and deed.

  
\_\_\_\_\_  
Notary Public

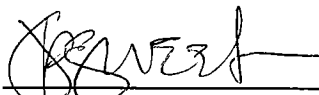
My Commission Expires: 10-23-06



ACKNOWLEDGMENTS

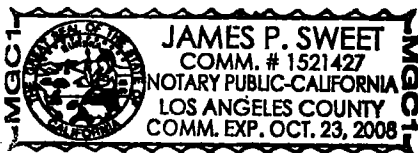
STATE OF CALIFORNIA :  
 : SS  
COUNTY OF L.A. :

Before me, the undersigned, a Notary Public, on this \_\_\_\_ day of November, 2006, personally appeared DAVID WOODWARD to me known personally, who, being by me duly sworn, did say that ~~he or she~~ is the VP/ASST. SEC'Y of OTSP HOLDINGS, INC., a Delaware corporation, as a Grantor, and that said Amended and Restated Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said DAVID WOODWARD acknowledged said instrument to be his or her free act and deed.



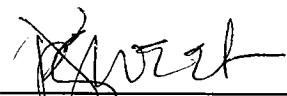
Notary Public

My Commission Expires: 10-23-08



STATE OF CALIFORNIA :  
 : SS  
COUNTY OF L.A. :

Before me, the undersigned, a Notary Public, on this \_\_\_\_ day of November, 2006, personally appeared DAVID WOODWARD to me known personally, who, being by me duly sworn, did say that he ~~or she~~ is the VP/ASST SEC'Y of ON THE SCENE PRODUCTIONS, INC., a California corporation, as a Grantor, and that said Amended and Restated Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said DAVID WOODWARD acknowledged said instrument to be his or her free act and deed.



Notary Public

My Commission Expires: 10-23-08

