

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
Respond 2 Entertainment, LLC		05/29/2007	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC		
Street Address:	4445 Willard Avenue		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2772764	THE ULTIMATE COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	(312)902-1061		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 577-8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe St.		
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ATTORNEY DOCKET NUMBER:	330119-00132		
NAME OF SUBMITTER:	Oscar Ruiz		
Signature:	/Oscar Ruiz/		
Date:	07/02/2007		

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Total Attachments: 11

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT AND COLLATERAL ASSIGNMENT**

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**, dated as of May 29, 2007 (this "**Agreement**"), made by **RESPOND 2 ENTERTAINMENT, LLC**, a Nevada limited liability company ("**Grantor**") in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company as administrative agent (in such capacity, the "**Agent**") for itself and certain other lenders ("**Lenders**").

W I T N E S S E T H:

WHEREAS, Grantor, certain of Grantor's affiliates, Agent and Lenders, have entered into a certain Amended and Restated Credit Agreement of even date herewith (as the same has been and may further be amended, restated, supplemented or otherwise modified and in effect from time to time the "**Credit Agreement**"), which, without constituting a novation, amends and restates in its entirety that certain Credit Agreement dated as of October 4, 2006 by and among Grantor, certain of the Grantor's Affiliates, Agent and the Lenders party thereto (the "**Original Credit Agreement**"), providing, subject to the terms and conditions thereof, for the continuation of certain extensions of credit to be made by Agent and the Lenders to the Grantor and the other Borrowers thereunder.

WHEREAS, Grantor, certain of Grantor's affiliates, Agent and Lenders, have entered into a certain Amended and Restated Security Agreement of even date herewith (as the same has been and may further be amended, supplemented or otherwise modified and in effect from time to time, the "**Security Agreement**"), which, without constituting a novation, amends and restates in its entirety that certain Security Agreement dated as of October 4, 2006 by and among certain of the Grantors party thereto, Agent and the Lenders party thereto (the "**Original Security Agreement**"), providing, for the continuation of the security interest granted to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of Grantor in, to and under all of the Grantor's Intellectual Property (as defined below).

WHEREAS, in connection with the Original Security Agreement, Grantor executed and delivered in favor of Agent (i) that certain Trademark Security Agreement dated as of October 4, 2006 by Grantor in favor of Agent (the "**Original Trademark Security Agreement**") and (ii) that certain Copyright Security Agreement dated as of October 4, 2006 by Grantor in favor of Agent (the "**Original Copyright Security Agreement**"; the Original Trademark Security Agreement and the Original Copyright Security Agreement are referred to herein as the "**Original Intellectual Property Security Agreements**").

WHEREAS, Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule 1 hereto.

WHEREAS, to induce Agent and the Lenders to amend and restate the Original Credit Agreement and to continue to make the Loans thereunder and to further secure the payment and performance of the Obligations, Grantor has agreed to execute and deliver this Agreement,

which, without constituting a novation, amends and restates in their entirety the Original Intellectual Property Security Agreements and which continues to pledge and grant an intellectual property security interest in the IP Collateral (as hereinafter defined) as security for the Obligations, but on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement, Grantor hereby agrees with the Agent as follows:

17. 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) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

“Copyrights” shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith (including all copyrights for computer programs), including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; and (ii) all reissues, extensions or renewals thereof.

“Copyright Licenses” shall mean any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean all: (i) Trademarks and Trademark Licenses; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) goodwill of the business symbolized by any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License, including, without limitation, records relating to the distribution of products or services bearing such Trademark, Patent or Copyright; (v) all customer lists and customer information, (vi) all income, fees, royalties and other payments at any time due or payable with respect to any Trademark, Patent or Copyright, including, without limitation, payments under all Licenses at any time entered into in connection therewith; (vii) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; (viii) the right to sue for all past, present and future infringements of any Trademark, Patent or Copyright; (ix) all other intellectual property; and (x) all common law and other rights throughout the world in and to all of the foregoing.

“**IP Collateral**” shall have the meaning assigned to such term in Section 2 hereof.

“**Licenses**” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“**Patents**” shall mean all of the following in which Grantor now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“**Patent Licenses**” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

“**Trademarks**” shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications (other than intent-to-use applications) in connection therewith, including registrations, recordings and applications (other than intent-to-use applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

“**Trademark Licenses**” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

(c) 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.

18. Grant of Security Interest. To secure the payment and performance of the Obligations, Grantor hereby confirms and acknowledges that it has granted, assigned and conveyed (and, to the extent not previously granted under the Security Agreement, does hereby grant, assign and convey) to Agent, for the benefit of itself and the Lender Parties, a security interest in Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or

hereafter acquired by Grantor, and including, without limitation, Grantor's right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule 1 attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor's business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral").

19. Protection of Intellectual Property by Grantor. Grantor shall, at its sole cost, expense and risk, undertake the following with respect to the Intellectual Property:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) Pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) Take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

20. Representations and Warranties. Grantor represents and warrants that:

(a) Schedule I is a true, correct and complete list of all Intellectual Property owned by Grantor as of the date hereof.

(b) Reserved.

(c) Reserved.

(d) Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, the Intellectual Property, other than Permitted Liens and Liens in favor of the Agent.

(e) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of Grantor.

(f) Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(g) Grantor shall give the Agent prompt written notice (with reasonable detail), following the occurrence of any of the following:

(i) Grantor obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) Grantor becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) Grantor entering into any new Licenses.

(iv) Grantor knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or Grantor's right to register the same or to own and maintain the same.

21. **No Violation of Security Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Security Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Security Agreement.

22. **Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 4(g)(i), 4(g)(ii) and 4(g)(iii) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of the Agent, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's security interest in any Intellectual Property and the goodwill of Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and Grantor hereby constitutes the Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

23. **Grantor's Rights To Enforce Intellectual Property.** Prior to the Agent's giving of notice to Grantor (i) following the occurrence and during the continuance of an Event of Default or (ii) pursuant to Section 8(a) below, Grantor shall have the exclusive right to

sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) Grantor first provides the Agent with written notice of its intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of the Agent, Grantor has failed to take appropriate action within sixty (60) days after such notice is given to Agent, upon notice to Grantor, the Agent may (but shall not be required to) itself take such action in the name of Grantor.

(b) Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit), net of costs and attorneys' fees reasonably incurred, shall constitute IP Collateral and shall be applied in accordance with Section 9.2 of the Credit Agreement, as applicable.

(c) Following the occurrence of any Event of Default, the Agent, by notice to Grantor may terminate, or limit Grantor's rights under this Section 7.

24. Agent's Actions To Protect Intellectual Property. In the event of:

(a) Grantor's failure, within five (5) days of written notice from the Agent, to cure any failure by Grantor to observe or perform any of Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in the Agent's own right in connection therewith.

25. Rights Upon Default. Upon the occurrence and during the continuance of any Event of Default, the Agent may exercise all rights and remedies as provided for in the Security Agreement and Credit Agreement.

26. Agent as Attorney In Fact.

(a) Grantor hereby irrevocably constitutes and designates the Agent as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Agent determines in its Permitted Discretion to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

27. **Agent's Rights.** Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

28. **No Limitation; Security Agreement.** This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to the Agent with respect to the IP Collateral with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Grantor, Grantor's affiliates thereunder and the Agent) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

29. **Termination; Release of IP Collateral.** This Agreement and all obligations of Grantor and the Agent hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash and the Credit Agreement and other Loan Documents are terminated in accordance with the terms of the Credit Agreement. Upon termination of this Agreement, the Agent shall, at the expense of Grantor, take such actions required by the Security Agreement to release its security interest in the IP Collateral.

30. **Binding Effect; Benefits.** This Agreement shall be binding upon the Guarantor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns.

31. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS.

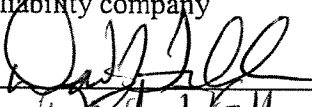
32. **Amendment and Restatement: No Novation.** This Agreement amends and restates the Original Intellectual Property Security Agreements in their entirety and shall not

be deemed to constitute a novation of the Original Intellectual Property Security Agreements or any obligations of Grantor thereunder.

[Remainder Of Page Intentionally Left Blank]

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

RESPOND 2 ENTERTAINMENT, LLC, a Nevada limited liability company

By: 
Name: David J Kallan
Title: CEO

CAPITALSOURCE FINANCE LLC,
as Agent

By: _____
Name: _____
Title: _____

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

RESPOND 2 ENTERTAINMENT, LLC, a Nevada limited liability company

By: _____
Name: _____
Title: _____

CAPITALSOURCE FINANCE LLC,
as Agent

By: _____
Name: **John N. Toufanian**
Title: **Authorized Signatory**

SCHEDULE 1

Trademark Schedule:

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>
Respond 2 Entertainment, LLC	“The Ultimate Collection”	2,772,764	10/7/03