

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
CREATIVE GROUP, INC.		08/15/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	SIGNATURE SECURITIES GROUP CORPORATION
Also Known As:	AKA SIGNATURE BANK
Street Address:	565 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0636620	AMERICAN ASTROLOGY
Registration Number:	1159968	FANGORIA
Registration Number:	1159969	FANGORIA
Registration Number:	1197827	STARLOG
Registration Number:	1197828	STARLOG
Registration Number:	1515369	SPICE!
Registration Number:	1526869	GOREZONE
Registration Number:	1544373	BE BLACK ELEGANCE
Serial Number:	78938288	FANGORIA CHAINSAW AWARDS
Serial Number:	78950572	FANGORIA HORROR HALL OF FAME
Serial Number:	78950544	FANGORIA SLICES

CORRESPONDENCE DATA

Fax Number: (212)704-8356

900092942

**TRADEMARK
 REEL: 003668 FRAME: 0598**

OP \$290.00 0636620

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

Phone: 212-704-6213
Email: trademarks@troutmansanders.com
Correspondent Name: Oren J. Warshavsky c/o Troutman Sanders
Address Line 1: 405 Lexington Avenue
Address Line 4: New York, NEW YORK 10024

NAME OF SUBMITTER:	Oren J. Warshavsky
Signature:	/ow/
Date:	11/28/2007

Total Attachments: 17

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TRADEMARK AND TRADENAME
SECURITY AGREEMENT AND MORTGAGE

THIS TRADEMARK AND TRADENAME SECURITY AGREEMENT AND MORTGAGE dated as of August 15, 2007, by and among Creative Group, Inc., a New York corporation, Moe Greene Entertainment LLC, a New York limited liability company, Nate the Great LLC, a New York limited liability company, Fangoria Entertainment, Inc., a New York corporation, Tangerine LLC, a New York corporation, Animagic LLC, a New York corporation, Starlog Group, Inc., a New York corporation, Starlog Licensing of America, Inc., a New York corporation, and Starlog Entertainment, Inc., a New York corporation (individually and collectively, the "Grantor"), and Signature Bank (the "Secured Party").

WHEREAS, Creative Group, Inc. (the "Borrower") has entered into a certain Credit Agreement, dated as September 28, 2006 (as amended and in effect from time to time, the "Credit Agreement"), with the Secured Party, pursuant to which the Secured Party, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit to the Borrower; and

WHEREAS, the Grantor has offered to execute and deliver this Security Agreement, granting and conveying to the Secured Party a security interest in the Intellectual Property Collateral (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Certain Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. As used in this Trademark Security Agreement, unless the context otherwise requires:

(a) "Collateral": Shall mean, collectively and individually--

(i) each of the Trademarks listed on Schedule A annexed hereto and made a part hereof and the goodwill of the business symbolized by each of those Trademarks;

(ii) each of the Licenses;

(iii) all accounts, contract rights and general intangibles of the Grantor arising under or relating to the Licenses, whether now existing or hereafter arising, including, without limitation, (1) all moneys due and to become due under any License, (2) any damages arising out of or for breach or default in respect of any such License, (3) all other amounts from time to time paid or payable under or in connection with any such License, and (4) the right of the Grantor to terminate any such License or to perform and to exercise all remedies thereunder;

(iv) any claims by the Grantor against third parties, and all proceeds of suits, for infringement of the Trademarks, and the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States; and

(v) as to all of the foregoing (i) through (iv) inclusive, and any and all cash proceeds, non-cash proceeds and products thereof, additions and accessions thereto, replacements and substitutions therefor, and all related books, records, journals, computer print-outs and data, of the Grantor.

(b) "Licenses": Collectively and individually, any and all Trademark license agreements granted by the Grantor to third parties, whether now existing or hereafter arising, as any of same may from time to time be amended or supplemented, including, but not limited to, the license agreements listed on Schedule B annexed hereto and made a part hereof.

(c) "Obligations": has the meaning given to it in the Security Agreement.

(d) "Trademarks": Collectively and individually, all--

(i) trademarks, trade names, trade dress, service marks, prints and labels on which said trademarks, trade names, trade dress and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all applications thereof filed under Section 1(a) of the Lanham Act (15 U.S.C.A. 1051(a)), and all registrations and recordings of any of the foregoing, including, without limitation, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by any Grantor, including, but not limited to, those listed on Schedule A annexed hereto and made a part hereof; and

(ii) trademarks, trade names, trade dress and service marks, whether now or hereafter owned by the Grantor which has not or is not required to be registered or recorded in any jurisdiction; and

(iii) reissues, extensions or renewals thereof and all licenses thereof (including, without limitation, all license agreements).

2. Grant of Security. To secure payment and performance of all of the Obligations of the Grantor to the Secured Party, the Grantor hereby mortgages to and pledges to the Secured Party and grants and conveys to the Secured Party a security interest in all of the Grantor's right, title and interest in and to the Collateral, which security interest shall remain in full force and effect until all of the Obligations of the Grantor to the Secured Party are fully paid and satisfied; provided, however, anything herein, in the Security Agreement or in any other document, instrument, writing or agreement related thereto to the contrary notwithstanding, the maximum liability of the Grantor secured by the Collateral hereunder and under the Security Agreement shall in no event exceed an amount equal to the largest amount that would not render the Grantor's obligations hereunder subject to avoidance under Section 548 of the Title 11 of the U.S. Code, as amended, or any equivalent provision of the law of any state.

3. Representations, Warranties and Covenants of the Grantor. The Grantor hereby represents, warrants, covenants and agrees as follows:

(a) Title to the Trademarks. The Grantor has sole, exclusive, full, clear and unencumbered right, title and interest in and to the Trademarks (subject to Permitted Liens) and the registrations of the Trademarks are valid and subsisting and in full force and effect. The Trademarks have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable and, to the best of the Grantor's knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable.

(b) Use of the Trademarks. Except to the extent that (i) the Secured Party, upon prior written notice by the Grantor shall consent, or (ii) the Grantor determines in its reasonable business judgment that a Trademark of the Grantor has negligible economic value or such Trademark is no longer utilized in the ordinary course of the Grantor's business, the Grantor (either itself or through licensees) has used and will continue to use the Trademarks on each and every trademark class of goods and services applicable to its current line and/or business, including, as reflected in its current catalogs, brochures and price lists in order to maintain the Trademarks in full force free from any claim of abandonment for nonuse and the Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise materially diminished in value, and shall notify the Secured Party immediately if it knows of any reason or has reason to know of any ground under which any of the foregoing may occur.

(c) License or Assignment of Trademarks. Without the prior written consent of the Secured Party, the Grantor shall not license or assign any of the Trademarks to any party, except as otherwise provided in the Security Agreement.

(d) Further Assurances. The Grantor will perform all acts and execute all further instruments and documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office, reasonably requested by the Secured Party at any time to evidence, perfect, maintain, record and enforce the Secured Party' interest in the Collateral or otherwise in furtherance of the provisions of this Trademark Security Agreement, and the Grantor hereby authorizes the Secured Party to execute and file (with or without the signature of the Grantor) one or more financing statements (and similar documents) or copies thereof or this Trademark Security Agreement with respect to the Collateral signed only by the Secured Party.

(e) Pledge of Additional Trademarks. In the event the Grantor, either itself or through any agent, employee, licensee or designee shall:

(i) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(ii) file or record any assignment of any Trademark which the Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Secured Party thereof, and, upon request of the Secured Party shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Secured Party may reasonably request to evidence the Secured Party' interest in such trademark and the goodwill of the Grantor relating thereto or represented thereby. The Grantor hereby grants the Secured Party a power of attorney, irrevocable until the Obligations of the Grantor to the Secured Party are fully paid and satisfied, to modify this Trademark Security Agreement by amending Schedule A and Schedule B, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Trademark Security Agreement.

(f) Grantor's Authority, Etc. The Grantor has the right and power to mortgage and pledge the Collateral and to grant the security interest in the Collateral herein granted; and the Collateral is not now, and at all times hereafter will not be subject to any liens, licenses (other than as permitted under the Credit Agreement), pledges, assignments, registered license agreement, covenants not to sue by the Grantor or other encumbrance of any nature whatsoever, and the Grantor has not received any notice from any third party claiming any right or interest in and to any of the Collateral or that the Grantor's use thereof infringes the rights of any third party.

(g) Negative Pledge. The Grantor will not, without the prior written consent of the Secured Party and as otherwise permitted by the Credit Agreement, assign (by operation of law or otherwise), sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, grant an exclusive or non-exclusive license upon (other than those existing Licenses listed on Schedule B annexed hereto and made a part hereof), or otherwise encumber, grant rights to any other person upon or dispose of any of the Collateral, and nothing in this Trademark Security Agreement shall be deemed a consent by the Secured Party to any such action except as expressly permitted herein or in the Credit Agreement. The Grantor shall defend the Collateral against and shall take such other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Collateral, and will defend the right, title and interest of the Secured Party in and to any of the Grantor's rights under the Collateral against the claims or demands of all persons whomsoever (subject to the terms of the Subordination and Intercreditor Agreement).

(h) No Additional Trademarks. As of the date hereof, the Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedules A annexed hereto and made a part hereof.

(i) Additional Further Assurances. The Grantor will take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country, or any political subdivision thereof, (i) to maintain each registration and grant of the Trademarks and Licenses, and (ii) in accordance with its reasonable business judgment and at its expense, to halt any infringement of the Trademarks and shall properly

exercise its duty to control the nature and quality of the goods and/or services offered by any licensees in connection with the Licenses.

(j) Responsibility and Liability. The Grantor assumes all responsibility and liability arising from the use of the Trademarks and Licenses, and hereby indemnifies and holds the Secured Party and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Secured Party under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Secured Party harmless from and against all reasonable expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Secured Party.

(k) Secured Party' Rights. The Secured Party may, in their sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by the Secured Party to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Obligations of the Grantor to the Secured Party, the Collateral, or the right, title and interest granted the Secured Party herein, and which the Grantor fails to do or pay, and any such payment shall be deemed an advance by the Secured Party to the Grantor and shall be payable on demand together with interest thereon at the default rate as specified in the Credit Agreement; provided, however, the Secured Party shall not take any such action without giving the Grantor at least 10 days prior written notice of its intent to take such action, so long as such prior written notice does not adversely affect the Secured Party' interests.

(l) Protection of the Trademarks. The Grantor agrees that if it learns of any use by any person of any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Collateral, the Grantor shall promptly notify the Secured Party of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Secured Party, shall join with the Secured Party, at the Grantor's expense, in such action as the Secured Party, in its reasonable discretion, may deem advisable for the protection of the Secured Party' interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

4. Secured Party' Appointment as Attorney-in-Fact.

(a) The Grantor hereby irrevocably constitutes and appoints the Secured Party, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor

and in the name of the Grantor or in its own name, from time to time in the Secured Party's discretion, for the purposes of carrying out the terms of this Trademark Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Trademark Security Agreement and, without limiting the generality of the foregoing, hereby gives the Secured Party the power and right, on behalf of the Grantor, to do the following:

(i) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Trademark Security Agreement or the Credit Agreement and to pay all or any part of the premiums therefor and the costs thereof;

(ii) Upon the occurrence and during the continuance of an Event of Default and subject to the Subordination and Intercreditor Agreement:

(1) to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any Licenses and, in the name of the Grantor or in its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Secured Party for the purpose of collecting any and all such moneys due under any License whatsoever;

(2) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to the Secured Party or as the Secured Party shall direct;

(3) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral;

(4) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral;

(5) to defend any suit, action or proceeding brought against the Grantor with respect to any Collateral;

(6) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate;

(7) generally, to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option, all acts and things which the Secured Party deem reasonably necessary to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein, in order

to effect the intent of this Trademark Security Agreement, all as fully and effectively as the Grantor might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, the Grantor further agrees to execute any additional documents which the Secured Party may require in order to confirm this power of attorney, or which the Secured Party may deem reasonably necessary to enforce any of its rights contained in this Trademark Security Agreement.

(c) The powers conferred on the Secured Party hereunder are solely to protect the Secured Party's interests in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither the Secured Party nor any of its officers, directors, employees or agents shall be responsible to the Grantor for any act or failure to act, except for the Secured Party's own gross negligence or willful misconduct.

(d) The Grantor also authorizes the Secured Party to execute, in connection with any sale provided for in this Trademark Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

5. Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of the Secured Party, whether under law, in equity or otherwise (all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently)(but subject to the terms of the Subordination and Intercreditor Agreement):

(i) the Secured Party shall have all of the rights and remedies set forth in the Credit Agreement;

(ii) immediately upon the Secured Party's written request, the Grantor shall not make any further use of the Trademarks or any mark similar thereto for any purposes;

(iii) the Secured Party may, at any time and from time to time, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademarks, throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party shall in their sole discretion determine;

(iv) the Secured Party may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Grantor in, to and under any one or more license agreements with respect to the Collateral, including, without limitation the Licenses, and take or refrain from taking any action under any license or sublicense thereof, and the Grantor hereby release the Secured Party from, and agree to hold the Secured Party free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to any such license agreements;

(v) the Secured Party may foreclose upon the Collateral for the purpose of using, assigning, selling or otherwise disposing of the Collateral or any of it, either with or without special or other conditions or stipulations, and record any documents with the United States Patent and Trademark Office necessary to evidence the Secured Party' ownership in the Collateral;

(vi) the Secured Party may appear before the United States Patent and Trademark Office as owner of the Collateral, without recording or filing any documents to evidence the Secured Party' ownership in the Collateral;

(vii) whether or not the Secured Party foreclose upon the Collateral in accordance with this Trademark Security Agreement, the Secured Party may, at any time and from time to time, assign, sell, or otherwise dispose of, the Collateral or any of it either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Secured Party shall, in their sole discretion, deem appropriate or proper; and

(viii) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral, the Secured Party may, at any time, pursuant to the authority granted in the Special Power of Attorney (such authority becoming effective on the occurrence of an Event of Default), execute and deliver on behalf of the Grantor, one or more instruments of assignment of the Trademarks (or any application or registration thereof), in form suitable for filing, recording or registration in any country. The Grantor agrees to pay when due all reasonable costs and expenses incurred in any such transfer of the Trademarks, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations of the Grantor to the Secured Party. The Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition to the payment of the Obligations of the Grantor to the Secured Party as provided for in the Credit Agreement. The Grantor shall remain liable for any deficiency with respect to the Obligations of the Grantor to the Secured Party, which shall bear interest and be payable at the Default Rate under the Credit Agreement. The rights of the Grantor to receive any surplus shall be subject to any duty of the Secured Party imposed by law to the holder of any subordinate security interest in the Collateral known to the Secured Party. Nothing contained herein shall be construed as requiring the Secured Party to take any such action at any time.

(b) Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the Secured Party shall not foreclose upon, dispose of or be deemed the owner of any Trademark unless and until the Secured Party have provided the Grantor with not less than 10 days advance written notice of its intent to foreclose upon, dispose of or take an ownership interest in any Trademark. Any writing given by the Secured Party to the Grantor under this paragraph 6 must make explicit reference to this Trademark Security Agreement and of the Secured Party' intent to exercise their rights and remedies hereunder.

6. Execution of Special Power of Attorney. Concurrently with the execution and delivery of this Trademark Security Agreement, the Grantor is executing and delivering to the Secured Party a certain Special Power of Attorney for the implementation of the sale,

assignment, licensing or other disposition of the Collateral pursuant to this Trademark Security Agreement.

7. Amendments and Modification. No provision hereof shall be modified, altered, waived or limited except by a written instrument expressly referring to this Trademark Security Agreement and executed by the party to be charged.

8. Binding Nature. This Trademark Security Agreement shall be binding upon and inure to the benefit of the successors, assigns or other legal representatives of the Grantor, and shall, together with the rights and remedies of the Secured Party hereunder, be binding upon and inure to the benefit of the Secured Party, their successors, assigns or other legal representatives.

9. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF INSOFAR AS SUCH PRINCIPLES WOULD DEFER TO THE SUBSTANTIVE LAWS OF SOME OTHER JURISDICTION. THIS NEW YORK LAW ELECTION IS BEING MADE, IN WHOLE OR IN PART, IN RELIANCE ON NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401.

10. Notices . All notices, requests, demands and other communications provided for hereunder shall be in writing (unless otherwise expressly provided herein) and shall be sent and deemed to have been received as set forth in the Credit Agreement.

11. Continuing Security Interest; Assignments. This Trademark Security Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment in full in cash or in another manner acceptable to Secured Party and satisfaction of the Obligations of the Grantor to the Secured Party, (b) be binding upon and inure to the benefit of, and be enforceable by, the Grantor, its successors and assigns, and (c) be binding upon and inure to the benefit of, and be enforceable by, the Secured Party and their successors, transferees and assigns. Upon the payment in full in cash or in another manner acceptable to Secured Party and satisfaction of the Obligations of the Grantor to the Secured Party then outstanding, the security interest granted hereby shall terminate and all rights granted as security in the Collateral to the Secured Party shall revert to the Grantor. Upon any such termination, the Secured Party will, at Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

12. Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one and the same instrument.

13. Headings. Section headings herein are included for convenience of reference only and shall not constitute a part of this Trademark Security Agreement for any other purpose.

14. Acknowledgment of Receipt. The Grantor acknowledges receipt of a copy of this Trademark Security Agreement.

15. No Waiver. No course of dealing between the Grantor and the Secured Party, and no delay or omission of the Secured Party in exercising or enforcing any of the Secured Party'

rights and remedies hereunder shall constitute a waiver thereof; and no waiver by the Secured Party of any Event of Default shall operate as a waiver of any other Event of Default.

16. Severability. If any of the provisions of this Trademark Security Agreement shall contravene or be held invalid under the laws of any jurisdiction, this Trademark Security Agreement shall be construed as if not containing such provisions and the rights, remedies, warranties, representations, covenants, and provisions hereof shall be construed and enforced accordingly in such jurisdiction and shall not in any manner affect such provision in any other jurisdiction, or any other provisions of this Trademark Security Agreement in any jurisdiction.

17. Interest Granted to Secured Party. Notwithstanding any provision of this Trademark Security Agreement to the contrary, the interest granted to the Secured Party under this Trademark Security Agreement is intended to be a pledge and a security interest only, and the execution of this Trademark Security Agreement is not intended to create an assignment or a transfer of title or any other property rights to the Trademarks.

18. WAIVER OF JURY TRIAL. THE GRANTOR WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS TRADEMARK SECURITY AGREEMENT.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

CREATIVE GROUP, INC.

By: Joseph V. Avallone
Name: Joseph V. Avallone
Title: Chairman & CEO

FANGORIA ENTERTAINMENT, INC.

By: Joseph V. Avallone
Name: Joseph V. Avallone
Title: Chairman & CEO

MOE GREENE ENTERTAINMENT LLC

By: Joseph V. Avallone
Name: Joseph V. Avallone
Title: Chairman & CEO

TANGERINE LLC

By: Joseph V. Avallone
Name: Joseph V. Avallone
Title: Chairman & CEO

ANIMAGIC LLC

By: Joseph V. Avallone
Name: Joseph V. Avallone
Title: Chairman & CEO

NATE THE GREAT LLC

By: Joseph V. Avallone
Name: Joseph V. Avallone
Title: Chairman & CEO

STARLOG GROUP, INC.

By: Joseph V. Avallone
Name: Joseph V. Avallone
Title: Chairman & CEO

STARLOG ENTERTAINMENT, INC.

By: Joseph V. Avallone
Name: Joseph V. Avallone
Title: Chairman & CEO

STARLOG LICENSING OF AMERICA, INC.

By: Joseph V. Avallone
Name: Joseph V. Avallone
Title: Chairman & CEO

Acknowledged and Agreed:

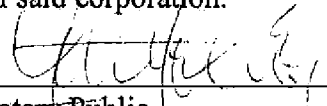
SIGNATURE BANK

By: Patrick Smalley
Name: Patrick Smalley
Title: VP - Senior Counsel

ACKNOWLEDGMENT OF GRANTOR

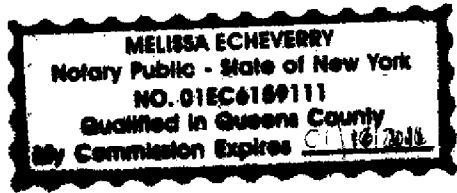
STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.

On this 15th day of August, 2007 before me personally appeared JOSEPH V. ANGIONE proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of CREATIVE GROUP, INC., FANGORIA ENTERTAINMENT, INC., MOE GREENE ENTERTAINMENT LLC, TANGERINE LLC, ANIMAGIC LLC, NATE THE GREAT LLC, STARLOG GROUP, INC., STARLOG ENTERTAINMENT, INC. AND STARLOG LICENSING OF AMERICA, INC. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}



SCHEDULE A TO SECURITY AGREEMENT AND MORTGAGE

TRADEMARKS

Trademarks in the name of Starlog Entities

<u>Registration No.</u>	<u>Mark</u>	<u>Owner</u>
0,636,620		Starlog Group
1,159,968		Starlog Group
1,159,969	FANGORIA (word mark)	Starlog Group
1,197,827		Starlog Group,
1,197,828	STARLOG (word mark)	Starlog Group,
1,515,369		Starlog Group,
1,526,869		Starlog Group,

1,544,373



Starlog Tele-communications

Trademarks Applications Filed On Behalf of Moe Greene

<u>Application No.</u>	<u>Mark</u>	<u>Owner</u>	<u>Notes</u>
78/938288	FANGORIA CHAINSAW AWARDS (word mark)	Moe Greene Entertainment LLC, Ltd	Filed - August 11, 2006 filing (intent to use application)
78/950572	FANGORIA HORROR HALL OF FAME (word mark)	Moe Greene Entertainment LLC, Ltd (assigned from Tom Defeo on Jan. 31, 2007)	Filed - August 11, 2006 filing (intent to use application)
78/950544	FANGORIA SLICES (word mark)	Moe Greene Entertainment LLC, Ltd (assigned from Tom Defeo on Jan. 31, 2007)	Filed - August 11, 2006 filing (intent to use application)

SCHEDULE B TO SECURITY AGREEMENT AND MORTGAGE

LICENSES

None.

SCHEDULE B TO SECURITY AGREEMENT AND MORTGAGE

LICENSES

None.