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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

3-999



Tab settings

To the Honorable Commissioner of Patents

100984331

and original documents or copy thereof.

1. Name of conveying party(ies):

TVT Catalog Enterprises, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company of Delaware
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Collateral Assignment
- Merger
- Change of Name

Execution Date: February 19, 1999

2. Name and address of receiving party(ies)

Name: UCC Lending Corp.

Internal Address: _____

Street Address: 1330 Avenue of the Americas

City: New York State: NY ZIP: 10019

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,190,339
2,190,340

Additional numbers attached? Yes No

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

Name: Laura E. Goldbard, Esq.

Internal Address: _____

Street Address: Stroock & Stroock & Lavan LLP

180 Maiden Lane

City: New York State: NY ZIP: 10038

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4709

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura E. Goldbard
Name of Person Signing

Laura E. Goldbard
Signature

9 Date 3-8-99

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

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

TRADEMARK
REEL: 1868 FRAME: 0015

03/11/1999 0000058 194709

40.00
25.00

03/11/1999 01 FC-481 02 FC-482

TRADEMARK COLLATERAL ASSIGNMENT

TRADEMARK COLLATERAL ASSIGNMENT, dated as of February 19, 1999 (this "Agreement"), made by and between TVT Catalog Enterprises, LLC, a Delaware limited liability company (the "Borrower"), in favor of UCC Lending Corp., a Delaware corporation (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to Section 4.1(a)(xiii) of the Loan Agreement dated as of February 19, 1999 by and among the Borrowers, TVT Music II, LLC, White Rhino Music II, LLC and Dutchmastas II, LLC (collectively, the "SPE Subsidiaries") and the Lender (as amended, supplemented or otherwise modified from time to time the "Loan Agreement"), which provides that the parties will enter into the Security Agreement (as defined below) for the Borrower's and the SPE Subsidiaries' obligations under the Loan Agreement; and

WHEREAS, the Borrower is the owner of the entire right, title and interest in, to and under the Trademarks and all United States and foreign trademark registrations therefor listed on Schedule 1 hereto; and

WHEREAS, the Borrower is a party to certain Trademark Licenses identified on Schedule 2 hereto; and

WHEREAS, the Borrower and the SPE Subsidiaries have executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Lender, to secure the Borrower's and the SPE Subsidiaries' obligations under the Loan Agreement (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Borrower has conveyed a security interest in, among other things, all right, title and interest of the Borrower in, to and under all of the Borrower's Trademarks and Trademark Licenses, whether presently existing or hereafter arising or acquired;

NOW, THEREFORE, in consideration of the premises and to induce the Borrower and the SPE Subsidiaries and the Lender to enter into the Loan Agreement, the Borrower hereby agrees with the Lender as follows:

1. 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) 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.

2. Grant of Security Interest. To secure the prompt and complete payment when due and satisfaction of the Obligations, the Borrower hereby grants, assigns and conveys to Lender as collateral security the entire right, title and interest in and to the Trademarks and Trademark Licenses, and all proprietary rights in and to all products and all proceeds related thereto, now owned or existing or at any time hereafter acquired by the Borrower or in which the Borrower now has or any time in the future may acquire any right, title or interest, including, without limitation, each registration, application, and proprietary right identified on Schedules 1 and 2 attached hereto and made a part hereof, the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of the Borrower's business connected with and symbolized by the Trademarks and Trademark Licenses (referred to collectively as the "Trademarks and Trademark Licenses Collateral").

3. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of recording the collateral assignment of the Lender in the Trademarks and Trademark Licenses Collateral with the United States Patent and Trademark Office. The collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Borrower and the Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Assignments of Trademarks and Goodwill. In addition to all other rights granted to the Lender under the Loan Agreement, the Security Agreement and this Agreement, effective only upon a Termination Event and an acceleration of the Obligations under the Loan Agreement, the Borrower hereby sells, assigns, transfers and sets over to the Lender, for collateral purposes only, the Borrower's entire right, title and interest in and to all Trademarks and the goodwill of the Borrower's business connected with and symbolized by the Trademarks.

5. Assignments of Trademark Licenses. In addition to all other rights granted to the Lender under the Loan Agreement, the Security Agreement and this Agreement, effective only upon a Termination Event and an acceleration of the Obligations under the Loan Agreement, the Borrower hereby sells, assigns, transfers and sets over to the Lender, for collateral purposes only, any and all assignable rights of the Borrower under any of the Trademark Licenses.

6. Representations and Warranties. The Borrower represents and warrants that:

- (a) the Trademarks are valid and subsisting and in good standing;
- (b) each of the Trademarks and all United States and foreign trademark registrations therefor, identified on Schedule 1 hereto, is valid and enforceable and, to the knowledge of the Borrower, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (c) the Borrower 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, each of the Trademarks, and all United States and foreign trademark registrations therefor, identified on Schedule 1 hereto and Trademark Licenses identified on Schedule 2 hereto;
- (d) the Borrower has good and marketable title to, free and clear of all clear of any liens, charges and encumbrances, all Trademarks and all United States

and foreign trademark registrations therefor, identified on Schedule 1 hereto and Trademark Licenses identified on Schedule 2 hereto; and

- (e) the Borrower has the legal right and authority to enter into this Agreement and perform its terms.

7. Release of Collateral and Termination. This Agreement and all obligations of the Borrower and the Lender hereunder shall terminate on the date upon which the Obligations have been paid and satisfied in full without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Lender shall, at the sole reasonable expense of the Borrower, take such actions as reasonably may be necessary to release its security interest in the Trademarks and Trademark Licenses Collateral.

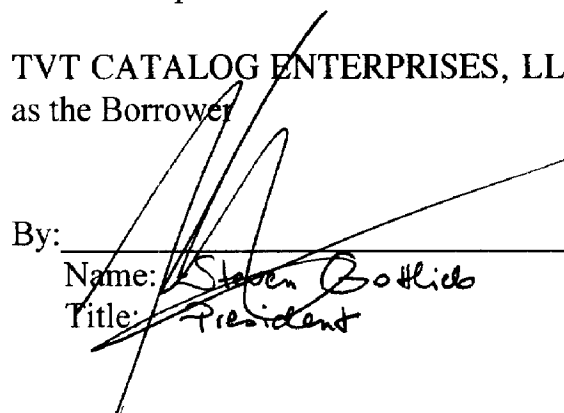
8. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the collateral assignment in the Trademarks and Trademark Licenses Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

9. Binding Effect; Benefits. This Agreement shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.


10. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

IN WITNESS WHEREOF, the parties have caused this Trademark Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

TVT CATALOG ENTERPRISES, LLC
as the Borrower

By: 
Name: Steven Bottico
Title: President

UCC LENDING CORP.
as the Lender

By: 
Name: Robert D' Loren
Title: President

COUNTY OF NEW YORK)
)
STATE OF NEW YORK) SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 19th day of February 1999, personally appeared Steven Gottlieb, known to me to be the President of TVT CATALOG ENTERPRISES, LLC which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Maria K. Montgomery

Notary Public
My commission expires:

MARIA K. MONTGOMERY
Notary Public, State of New York
No. 01M05025703
Qualified in Queens County
Certificate Filed in New York County
Commission Expires April 4, 2000

COUNTY OF NEW YORK)
)
STATE OF NEW YORK) SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 19th day of February 1999, personally appeared Robert D'Loren, known to me to be the President of UCC LENDING CORP. which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Maria K. Montgomery
Notary Public
My commission expires:

**MARIA K. MONTGOMERY
Notary Public, State of New York
No. 01MO5025703
Qualified in Queens County
Certificate Filed in New York County
Commission Expires April 4, 2000**

TrademarksSchedule of Marks

Television's Greatest Hits Logo	Reg.No. 2,190,339 Serial# 75-212,366	First use 1986	Registered 9/22/98
Television's Greatest Hits Text	Reg.No. 2,190,340 Serial# 75-212,367	First use 1986	Registered 9/22/98

Trademark Licenses

None

02/17/99/SPO/11070/002/LIST/346195.1