

03-17-1999



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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are attached original documents or copy thereof.

1. Name of conveying party(ies):

UCC Lending Corp.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- 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: Prudential Securities Credit Corp.

Internal Address: \_\_\_\_\_

Street Address: 1 New York Plaza

City: New York State: NY ZIP: 10292

- 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

March 10, 1999

Date

Total number of pages including cover sheet, attachments, and document: 10

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: 0378

03/16/1999 JMW:KMS 0000080 194709  
01 FC:481  
02 FC:482

**TRADEMARK COLLATERAL ASSIGNMENT**

TRADEMARK COLLATERAL ASSIGNMENT, dated as of *February 19*, 1999 (this "Agreement"), made by and between UCC Lending Corp., a Delaware corporation (the "Borrower"), in favor of Prudential Securities Credit Corporation, a Delaware corporation (the "Lender").

**WITNESSETH:**

WHEREAS, pursuant to a Trademark Collateral Assignment between the Borrower and TVT Catalog Enterprises, LLC (the "Royalty Income Loan Borrower"), the Borrower has a security interest in the entire right, title and interest in, to and under the trademarks and service marks and all United States registrations therefor listed on Schedule 1 hereto (the "Trademarks") and those trademark licenses listed on Schedule 2 hereto (the "Trademark Licenses"); and

WHEREAS, the Borrower and the Lender are party to that certain Loan Agreement, dated as of January 27, 1998, and in connection therewith, the Borrower has executed and delivered a Security Agreement, dated as of January 27, 1998, in favor of the Lender, for the benefit of itself (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

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

NOW, THEREFORE, 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 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 all of Borrower’s right, title and interest in and to the Trademarks and the 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 listed in 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 Royalty Income Loan Borrower’s business connected with and symbolized by the Trademarks and the

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 Marks 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 an Event of Default 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.

5. 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 to the knowledge of the Borrower and 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 assignee 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 is the assignee of good and marketable title to, free and 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.

6. 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 expense of the Borrower, take such actions as reasonably may be necessary to release its security interest in the Trademarks and the Trademark Licenses Collateral.

7. 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.

8. 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.

9. 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.

UCC LENDING CORP  
as the Borrower

By: 

Name: Robert W. D'Loren

Title: President

PRUDENTIAL SECURITIES CREDIT  
CORPORATION  
as the Lender

By: 

Name:

Title:

**Jeffrey K. French**  
**Senior Vice President**  
**Prudential Securities Credit Corp.**

STATE OF NEW YORK     )  
                                  )  
COUNTY OF NEW YORK )

On this 19<sup>th</sup> day of February, 1999, before me personally came Robert W. D'Loren, to me known, who, being by me duly sworn, did depose and say that he is 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.



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

MICHAEL S. POSTER  
**NOTARY PUBLIC**, State of New York  
No. 02PO6005237  
Qualified in Kings County  
**Commission Expires April 6, 2000**

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

On this 19<sup>th</sup> day of February, 1999, before me personally came Jeffrey K. French, to me known, who, being by me duly sworn, did depose and say that he is the Senior Vice President of Prudential Securities Credit 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.

Kenneth Fuchs  
Notary Public

**KENNETH FUCHS**  
**NOTARY PUBLIC, State of New York**  
**Commission No. 1422221**  
**Qualified in New York County**  
**Commission Expires February 9, 2001**



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