

06-10-1999

NYL

Tab settings



To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):
INSYNC MEDIA, a California corporation
formerly known as Alan Lithograph, Inc.

101060147

Name and address of receiving party(ies):

Name: HSBC BUSINESS LOANS, INC.

Internal Address:

Street Address: 18500 Von Karman Avenue, #380

City: Irvine State: CA ZIP: 92612

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

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

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

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

3. Nature of conveyance:

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

Execution Date: May 28, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,211,501

Additional numbers attached? Yes No

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

Name: Robert D. Goldschein, Esq.
c/o Katten Muchin & Zavis

Internal Address:

Street Address: 1999 Avenue of the Stars,
Suite 1400

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

06/10/1999 DNGUYEN 00000057 2211501

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

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.

Robert D. Goldschein, Esq.
Name of Person Signing

Signature

May 28, 1999
Date

Total number of pages comprising cover sheet: 10

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 001909 FRAME: 0484

TRADEMARK COLLATERAL ASSIGNMENT AND AGREEMENT

This Trademark Collateral Assignment and Agreement ("Assignment"), dated as of the 28th day of May 1999, is between Insync Media, a California corporation formerly known as Alan Lithograph, Inc., having its chief executive offices at 550 N. Oak Street, Inglewood, California 90302 ("Assignor") and HSBC Business Loans, Inc., having a place of business at 18500 Von Karman Avenue, Suite 380, Irvine, California 92612 ("Assignee").

R E C I T A L S

A. Concurrently with execution of this Assignment, Assignor and Assignee are entering into a Loan and Security Agreement dated as of the date hereof (the "Security Agreement");

B. Assignor owns and uses in its business various intangible assets, including trademarks, service marks, designs, logos, trade names, trade styles, trade dresses and/or other source and/or business identifiers and applications pertaining thereto (collectively, the "Trademarks");

C. Assignee wishes to become a secured creditor with respect to the Trademarks and all registrations issued thereon in the United States and in any foreign country ("Registrations"), and to the goodwill of Assignor's business symbolized by the Trademarks and associated therewith ("Associated Goodwill") and Assignor agrees to create in Assignee a secured and perfected interest in the Trademarks and the Registrations and the Associated Goodwill;

D. Pursuant to the Security Agreement, Assignee is granted a lien on and security interest in, among other assets, formulations, manufacturing, processing and quality

control procedures and product specifications ("Other Assets") relating to the products sold under the Trademarks, such that, upon the occurrence of an Event of Default (as defined in the Security Agreement), Assignee would be able to dispose of, in whole or in part, or take over and operate, Assignor's business and to use the Trademarks and the Registrations in conjunction with the operation or disposition of the business, and to benefit from the Associated Goodwill; and

E. Upon the occurrence of an Event of Default, and to permit Assignee to dispose of, in whole or in part, or to continue operating Assignor's business without interruption and to dispose of or use the Trademarks and the Registrations in conjunction therewith, Assignor is willing to appoint Assignee or Assignee's designee as Assignor's attorney-in-law and attorney-in-fact to execute an assignment or assignments of Assignor's entire right, title and interest in and to the Trademarks, the Registrations and the Associated Goodwill on Assignor's behalf.

In consideration of the foregoing recitals, and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby pledges, grants, sells, conveys, transfers, assigns, sets over and mortgages to Assignee, as collateral security for all Indebtedness (as defined in the Security Agreement), all of its right, title and interest in and to each of the Trademarks which are presently, in the past have been, or in the future may be owned or used by Assignor in conducting its business, including, without limitation, the Trademarks specifically identified in Schedule A attached hereto, and including all federal, state and foreign Registrations therefor heretofore or hereafter granted, all proceeds thereof (such as, by way of example and not by way of limitation, license royalties and proceeds of infringement suits), the right (but not the obligation) to register claim under any state, federal or foreign trademark law or regulation, and to renew and extend

Trademarks and Registrations, the right (but not the obligation) to sue in the name of Assignor or Assignee for past, present and future infringements of the Trademarks or the Registrations and all rights (but not obligations) corresponding thereto throughout the world, and the Associated Goodwill.

2. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's plants and facilities which manufacture, process, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts reasonably required by Assignee to insure Assignor's compliance with paragraph 3(h).

3. Assignor covenants and warrants that:

(a) The Trademarks listed in Schedule A hereto constitute all Trademarks which have been registered or for which registrations are pending and in which Assignor has an interest as of the date hereof;

(b) The Trademarks and Registrations are subsisting and have not been adjudged invalid or unenforceable;

(c) To the best of its knowledge, each of the Trademarks and Registrations is valid and enforceable;

(d) No claim has been made that the use of any of the Trademarks or the Registrations does or may violate the rights of any third person;

(e) To the best of its knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks and Registrations, subject to sublicenses thereof. All the Trademarks and Registrations are free and clear of any mortgages, liens, charges, encumbrances or obligations of any kind which would be

contrary to the interests of Assignee therein as contemplated by this Assignment (including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons) ("Liens"), in the United States and all foreign countries;

(f) During the term of the Security Agreement, Assignor will keep each and all of the Trademarks and Registrations free and clear of all Liens, in the United States and all foreign countries in which the Trademarks or Registrations are now or hereafter used;

(g) Assignor has used, and will continue to use for the duration of the Security Agreement, proper statutory notice in connection with its use of the Trademarks and Registrations; and

(h) Assignor has used, and will continue to use for the duration of this Assignment, consistent standards of quality in its manufacture and sale of products and services sold under the Trademarks and Registrations.

4. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Security Agreement), Assignee hereby grants to Assignor the exclusive, non-transferable right and license to use the Trademarks and Registrations on and in connection with products sold by Assignor, in conformance with the requirements of Paragraph 3(g) for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, without the prior written consent of Assignee, which consent shall not be unreasonably withheld.

5. If any Event of Default shall have occurred and be continuing, Assignor's license under the Trademarks, as set forth in paragraph 4, shall terminate forthwith, and Assignor shall have, in addition to all other rights and remedies given it by this Assignment and the Security Agreement, those allowed by law and the rights and remedies of a secured party under the

Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Registrations may be located or are in use or are known.

6. Assignor shall have the duty through counsel reasonably acceptable to Assignee, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Assignment and thereafter during the term of the Security Agreement, to make federal application on registrable but unregistered Trademarks which Assignor in its reasonable business judgment deems advisable to file and prosecute, to file and prosecute opposition and cancellation proceedings, to renew Registrations and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks, except where the failure to do so is exercised in Assignor's reasonable business judgment. Any expenses incurred in connection therewith shall be borne by Assignor.

7. If Assignor shall fail to do so and upon advance notice to Assignor, Assignee shall have the right, but shall in no way be obligated, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks or Registrations, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses, including attorneys' fees, incurred by Assignee in the exercise of its rights under this paragraph 7.

8. Upon occurrence of an Event of Default which is continuing and upon Assignee's request, Assignor agrees promptly to execute an assignment or assignments of Assignor's entire right, title and interest in and to each of the Trademarks and the Registrations therefor then existing, including, without limitation, those listed in Schedule A, along with the goodwill of

Assignor's business symbolized thereby and associated therewith. Such assignment or assignments shall be prepared by counsel reasonably acceptable to Assignee and shall be executed by Assignor in a form and with content prepared by counsel reasonably acceptable to Assignee.

9. Assignor hereby grants to Assignee, and Assignee's designee, Assignor's irrevocable power of attorney to execute an assignment or assignments on Assignor's behalf and in Assignor's stead assigning Assignor's entire right, title and interest in and to each of the Trademarks and Registrations therefor then existing, including, without limitation, those listed in Schedule A, along with the goodwill of Assignor's business symbolized thereby and associated therewith, and to record such assignment or assignments whenever and however required to perfect and confirm Assignee's proprietary interests in the Trademarks and the Registrations therefor; provided, however, Assignee agrees not to exercise such power until the occurrence of an Event of Default which is continuing.

10. Without limiting Assignor's indemnification agreement in the Security Agreement, Assignor agrees to pay, and on demand to indemnify and hold harmless, Assignee, its successors, assigns, agents and servants, from and against any and all claims, damages, losses, liabilities, demands, causes of action, and any costs and expenses, including attorneys' fees, which may result from, relate to or arise out of this Assignment, including, without limitation, the loss of any Trademarks, Registrations, Associated Goodwill or other rights, whether as a result of the assignment to Assignee hereunder, the exercise or non-exercise by Assignee of any rights, remedies, including foreclosure and sale or licensing remedies, or privileges granted to Assignee hereunder or by law, or otherwise, except for matters arising out of Assignee's or its agents' gross negligence or willful misconduct.

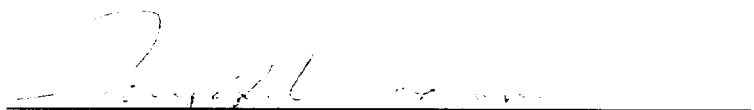
11. In case of irreconcilable conflict between this Assignment and the Security Agreement, the provisions of the Security Agreement shall control.

12. The provisions of this Agreement shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

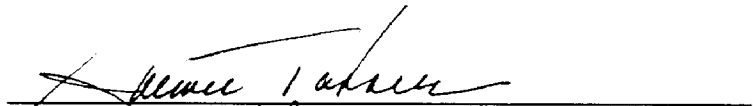
13. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that this Assignment is intended for the purpose of creating in Assignee a secured and perfected interest in the Trademarks and the Registrations and the Associated Goodwill as collateral security for the Indebtedness, and not for the purpose of a present assignment or transfer thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

INSYNC MEDIA, as Assignor

By: 
Its: VP

HSBC BUSINESS LOANS, INC., as Assignee

By: 
Its: V.P.

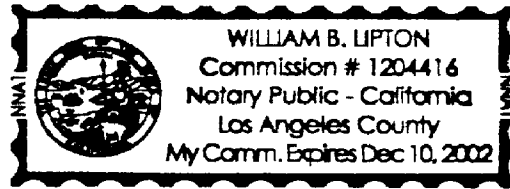
STATE OF CALIFORNIA)
) SS:
COUNTY OF Los Angeles)

On, May 27, 1999, before me, William B. Lipton,
personally appeared Jerry Harold Waxman

~~personally known to me (or proved to me on the basis of satisfactory evidence)~~ to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Signature William B. Lipton



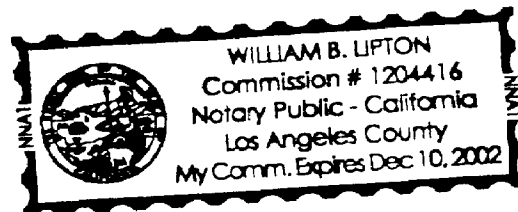
STATE OF CALIFORNIA)
) SS:
COUNTY OF Los Angeles)

On, May 27, 1999, before me, William B. Lipton,
personally appeared Jaimee Helen Tahsiri

~~personally known to me (or proved to me on the basis of satisfactory evidence)~~ to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Signature William B. Lipton



SCHEDULE "A"

Name

Registration No.

Registration Date

INSYNC.MEDIA

2,211,501

December 15, 1998