



03-10-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
First of America Bank - Golf Mill

3.4.03

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

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

2. Name and address of receiving party(ies)
Name: Made in Heaven Entertainment, Inc.
Internal Address: _____
Address: _____
Street Address: 216 West Ohio Street
City: Chicago State: IL Zip: 60610

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Lease and Purchase Agreement

Execution Date: 05/14/1993

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,466,521

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Robert L. Margolis
 Internal Address: Robinson Curley & Clayton, P.C

 Street Address: 300 South Wacker Drive, Suite
1700
 City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Robert L. Margolis  02/19/2003
 Name of Person Signing Signature Date

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

03/07/2003 DRYRNE 00000212 1466521 01 FC:8521

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

TRADEMARK REEL: 002685 FRAME: 0606

LEASE AND PURCHASE AGREEMENT

This Lease and Purchase Agreement is made by and between First of America Bank - Golf Mill ("Lessor") and Made in Heaven Entertainment, Inc., an Illinois corporation ("Lessee") formerly known as Made in Heaven Entertainment, a sole proprietorship, of David Gariano and Michael Harnett. In consideration of the mutual covenants contained herein and in the Settlement Agreement between Lessor and David Gariano and Michael Harnett of even date hereof, IT IS HEREBY AGREED as follows:

1. Assets Defined. As used herein the term "Assets shall include all of the tangible and intangible assets of Chicago AV, Inc. which Lessor took possession of pursuant and subsequent to the Federal Bankruptcy Court order of June 12, 1991 in the cause entitled In re Chicago AV, Inc., Debtor, No. 91 B 9804 (N.D. Ill. B.R.), United States Patent Office Assignment, the Uniform Commercial Code and pursuant to certain pre-existing security agreements between Lessor and Chicago AV., Inc. heretofore delivered to Lessees on July 9, 1991 including but not limited to the following: audio and video equipment, musical instruments, furniture, office equipment, photocopiers, telecopier machines, record albums, compact discs, video and audio libraries, fixtures, business names, trade names, copyrights, trademarks, service marks, customer and business files, computer programs, customer lists, good will, contracts, agreements, leases, licenses, telephone numbers and corporate books and records, all as more fully identified per Schedule "A" attached to the Lease of July 9, 1991 and now incorporated and made a part of this Lease and Purchase Agreement.

2. Term of Lease and Monthly Payments. The term of this Agreement shall be for two (2) years from March 15, 1993 until the final payment is timely received by Lessor from Lessee on March 15, 1995 in accordance with the following schedule:

March 15, 1993	\$ 9,000	(Checks for this have already been tendered to Lessor)
April 15, 1993	3,000	
May 15, 1993	6,000	
June 15, 1993	6,000	
July 15, 1993	6,000	
August 15, 1993	6,000	
September 15, 1993	3,000	
October 15, 1993	3,000	
November 15, 1993	3,000	
December 15, 1993	3,000	
January 15, 1994	3,000	
February 15, 1994	3,000	
March 15, 1994	3,000	
April 15, 1994	3,000	
May 15, 1994	3,000	
June 15, 1994	3,000	
July 15, 1994	3,000	
August 15, 1994	3,000	
September 15, 1994	3,000	
October 15, 1994	3,000	
November 15, 1994	3,000	
December 15, 1994	3,000	
January 15, 1995	3,000	
February 15, 1995	3,000	
March 15, 1995	<u>30,000</u>	
Total Payments	\$120,000	

3. Events of Default. An event of default shall occur hereunder if Lessee:

(i) fails to pay any installment timely as referenced in paragraph 2 hereof, Lessor shall notify lessee of such failure in writing after which time Lessee shall have five (5) days to cure.

(ii) fails to perform or observe any other covenant or condition hereunder which continues for ten (10) days unremedied.

(iii) without Lessor's consent attempts to remove, sell, transfer, encumber or assign the Assets in whole or part.

(iv) commits an act of bankruptcy or becomes insolvent.

4. Remedies. Upon the occurrence of any default hereunder at any time thereafter Lessor may, in its discretion do any one or more of the following:

(i) terminate this Lease and Purchase Agreement upon written notice to Lessee.

(ii) declare all sums due and payable and to become due and payable hereunder for the full term of the Lease.

(iii) demand the return of assets to Lessor.

(iv) enter upon the premises of Lessee or where such Assets are located and take immediate possession and remove same without liability to Lessor or its agents.

(v) sell any or all of the Assets at public or private sale with notice to Lessee as may be available under the Uniform Commercial Code including the right to recover damages, attorneys fees and costs for the breach hereof.

No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

5. Rights to Possession and Use. Lessees shall have sole right to possession and use of the Assets during the term of this Agreement. Lessees shall give Lessor access to the Assets for purposes of inspection upon reasonable notice.

6. Maintenance of Equipment. Neither Lessor nor Lessee shall be under any obligation to repair, replace or maintain defective or damaged equipment or other Assets at the commencement of this Agreement or at any time thereafter, Lessees agree to maintain the equipment and other Assets in good working order during the term of this Agreement, wear and tear excepted.

7. Waiver of Landlord's Lien. Lessees shall obtain for Lessor's benefit written waiver of landlord's lien to Assets.

8. Insurance of Assets. The obligation to insure the Assets against fire, damage and other loss during the term of this Agreement shall rest solely with Lessee. Lessor shall be sole loss payee until the final payment is made under paragraph 2 hereof.

9. Bill of Sale. Upon receipt of the final payment under paragraph 2 hereof, Lessor shall execute the Bill of Sale attached as Exhibit A hereto. In accordance therewith, Lessee shall purchase and Lessor shall sell all of the Assets in an "as is" condition without warranty, express or implied. The purchase price shall be the \$120,000 paid pursuant to paragraph 2 hereof, plus the \$30,000 previously paid pursuant to the Lease Agreement of July 9, 1991 between Lessor and David Gariano and Michael Harnett. Upon execution of the Bill of Sale, this Agreement shall terminate without further obligation or liability to either party. Lessor agrees to cooperate with Lessee in transferring trademarks and other property when the purchase and sale are complete.

10. Agreement Not To Sell or Encumber During Pendency of Agreement.

During the period of this Agreement, Neither Lessor nor Lessee shall sell, encumber, pledge or make any other dispositions to the Assets.

11. Non-Assignability. Neither this Agreement nor the Assets herein are assignable without written approval of the Lessor, which approval shall not be unreasonably withheld.

12. Merger Clause. This Agreement expressly merges and supersedes all previous and contemporaneous oral agreements, written agreements, leases, negotiations, statements and representations of the parties hereto with respect to the subject matter hereof, with the exception of the Settlement Agreement of even date hereof between Lessor and David Gariano and Michael Harnett, individually, and d/b/a Made in Heaven Entertainment.

13. Applicable Law. This Agreement shall be subject to and construed in accordance with the laws of the State of Illinois.

14. Notices. Any notices hereunder shall be made to the following persons:

For Lessor:

William Iaculla
First of America Bank -
Golf Mill
9101 Greenwood Avenue
Niles, Illinois 60048
(708) 390-1206

For Lessee:

Alan F. Curley
Robinson Curley & Clayton, P.C.
300 South Wacker Drive
Suite 1700
Chicago, Illinois 60606
(312) 663-3100

IN WITNESS HEREOF, the parties have executed the agreement and are bound thereby on the dates indicated below:
FIRST OF AMERICA BANK - GOLF MILL

By: _____
William Iaculla
Vice-President

Date: _____

MADE IN HEAVEN ENTERTAINMENT, INC.

By: Michael Harnett
Michael Harnett
President

Date: 5/14/93

Michael Harnett
Michael Harnett, guarantor
David Gariano
David Gariano, guarantor

CHICAGO AV, INC.
215 West Ohio Street
Chicago, Illinois 60610

SCHEDULE "A"

Page 1 of 2

One Grass Valley Group Model 200-2N Production Switcher
One Grass Valley Group Model 200-502 Borderline Generator
One Grass Valley Group Model 200-425 Control Cable
One Grass Valley Group Model 200-520 Dual Serial Adapter
One Grass Valley Group Model 200-540 Streamline Effect
One Grass Valley Group Model 200-550 Auxiliary Bus Output
One Grass Valley Group Model 200-551 Control Panel
One Grass Valley Group Model 200-510 Analog Wipe Generator
Four Grass Valley Group Model 8501 Video DA
Three Belden Model 8451U-1000 2Pr Shielded Cable
Twenty-Five Comprehensive Model SPP Audio Connector
Twenty-Five Comprehensive Model PP Audio Connector
Twenty-Five Comprehensive Model XLRJ Audio Connector
Twenty-Five Comprehensive Model XLRP Audio Connector
One Broadcast TE Model BCB-65 Betacam SP Player
One 2 Broadcast TE Model BCB-72 Betacam SP Recorder
Two Winsted Model F8101 Slide Kit
One Leader Instrument Model LVS5850C Vectorscope
One Leader Instrument Model LB05860B Waveform Monitor
One Leader Instrument Model LR2400AI Rackmount
One Paltex E-Prom/GV200
Two Paltex E-Box
Two Paltex BVW Interfaces
Four Panasonic Model WV5372A Dual Black & White Monitor
Thirty Comprehensive Model B-TM Terminator
One Sigma Electric Model SCH385 Phase Meter
Thirty Comprehensive Model XBEC25 Video Cable
One Panasonic Model BTS702N 7" Color Monitor Dual Rackmount Set
Four Winsted Model 83000 Base Module
Four Winsted Model 83001 Slope Module
Four Winsted Model G8340 Flat Shelf
Eight Winsted Model 85200 Chrome Leg
Two Winsted Model 83041 Interchange Top
Two Winsted Model 83040 Interchange Top
Four Winsted Model 85240 Support Brackets
One Aurora Model 280 Design System to include:
Design Frmae Buffer and Image Electronics
80 MB Removable Disk Drive with Pack
340 Winchester Disk Drive
Key Output
CRT Terminal and Keyboard
Tablet and two Styluses
Operations and Technical Manuals
50' or 100' Cable Set
Full Color Video Input Electronics (Digitizer)
Multiplane Animation Electronics and Software
Operating System and Application Software
11 Font Styles (Three Standard Sizes Each)
System Installation
80 MB Paint and Animation Training Disk Pack
One Year Warranty
One Year Free Software Updates

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CHICAGO AV. INC.
215 West Ohio Street
Chicago, Illinois 60610

SCHEDULE "A"

Page 2 of 2

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- One Aurora "N" Plane Animation including Target/Source Device Control
- One Aurora 3D Modeling & Rendering & Animation Software including VTR Control
- One Abekas A53-D Digital Effects System with Control Panel & Peripherals
- One Abekas A53 Warp Board
- One Used Abekas A62 Digital Disk Recorder (50 Second Version) with Control Panel
- One Abekas Additional A62 50 Second Drive
- Two Abekas 100' Control Cable
- One Used Sony MXP-3036 Consisting of:
 - One MXP-3036 V.U. Meter Style Frame 36 Input
 - One AC-P3000 Power Supply for Main Frame
 - One AC-P3100 Power Supply for Automation
 - Thirty-Six MXBK-3102 Automated Fader Assembly
 - Thirty-Six MXBK-3001E Input Module, No Pre Amp of E.Q.
 - Thirty-Six MXBK-M131 Mike Pre-Amp Transformerless
 - Fourteen MXBK-EQ32 E.Q. 4 Band Wein Bridge Selectable
 - Twelve MXBK-EQ33 E.Q. 4 Band State Variable Parametric
 - Four MXBK-EQ34 E.Q. 4 Band LC Type
 - Six MXBK-EQ35 E.Q. 10 Band Graphic Type
 - One MXP-OP-3001 Headphone Amp
 - One MXP-OP-3010 CAF 3000 Fader Automation
 - One MXP-OP-3011 Hard Disc Automation Storage
 - One MXP-OP-3204 Tuchel Connectors 60 Units
 - One MXP-OP-3205 12 Addition V.U. Meters
- One Pair Urei Model 809 Monitors
- One Fostex Model 4030 Synchronizer Requires 8540
- One Fostex Model 4035 Controller for Synchronizer
- Two Fostex Model 8540 One Required for Each Machine
- One Sony VO5850 Slaves or Masters Machine Interface
- One MCI JH24 Machine Interface
- One MCI JH110 Extra Machine Interface

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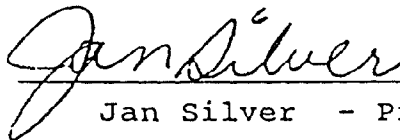
Including all parts, attachments and accessories.

Schedule A

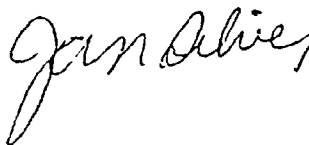
INVENTORY FOR BANK

- 2- DIGITAL VIDEO DPS-103 TIMEBASE CORRECTOR-DV904150
- 1- CONVERGENCE 203 - T EDIT CONTROLLER-CG912100
- 1- ECHO LAB SE-3 SWITCHER-EC 907103
- 1- MCI HG 100-3TC-HP, JH110C_RTZ/SRC (2TRACK)
- 1- 8½-FDS-800 PS-2-930
- 1- MCI 24/16 PREWIRED
- 1- MCI JH636-18-GO-VU S/N 497 - MIXING CONSOLE
- 1- NEC BASIC E FLEX SYSTEM
- 1- NEC EEX-100 2X EXPANSION
- 1- NEC EB~~M~~¹⁰-1⁰ BUBBLE MEMORY^{0 4 9 3} HOLDER SH14020
- 1- NEC EBC-11 BUBBLE MEMORY CARTRIDGE

CHICAGO A V, Inc.



Jan Silver - President



34-38-85 1 8.00 1985019
April 3, 1985

CHICAGO AV, INC.U.S. SERVICE MARK AND TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>File No</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date Sec. 8&15 Renewal Date</u>	<u>Goods or Serv/Class</u>
SUPERSPOTS	211060	1,466,521	1/1/87	11/24/87 11/24/93 11/24/07	creating and producing radio and television commercials Class 41
SUPERSPOTS	17490	1,279,262	12/6/82	5/22/84 5/22/90 5/22/04	creating and producing radio and television commercials Class 41
CHICAGO AV	18156	1,332,697	9/23/83	4/23/85 4/23/91 4/23/05	producing radio and television commercials and audio visual representations Class 41
FUTURE 1	210554	1,453,475	10/20/86	8/18/97 8/18/93 9/25/04	television commercials on prerecorded video tapes Class 9
CHICAGO AV LOGO DESIGN	18458	1,297,997	10/7/83	9/25/84 9/25/90 9/25/04	producing radio and commercial and audio visual representations Class 35

Revised 1/15/88