

New

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

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

1. Name of conveying party(ies):
Holding Pictures Distribution Co., LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware limited liability company

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

2. Name and address of receiving party(ies)
Name: JP Morgan Chase Bank
Internal Address:
1166 Avenue of the Americas
Street Address:
City: _____ State: _____ Zip: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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 _____

Execution Date: September 30, 2003

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

A. Trademark Application No.(s)
78/230797

B. Trademark Registration No.(s)
1856194

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lisa Callender
Internal Address: Morgan Lewis & Bockius LLP
Street Address: 101 Park Avenue
City: New York State: NY Zip: 10176

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00
 Enclosed
 Authorized to be charged to deposit account previously paid for

8. Deposit account number:

 (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.

Ellen M. Baker Ellen M. Baker Feb. 19, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 22

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

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SCHEDULE

<u>MARK</u>	<u>APP. No.</u>
BEACON	78/230,797
BEACON	78/230,814
BEACON	78/226,667

<u>MARK</u>	<u>REG. No.</u>
BEACON & Design	1,856,194
BEACON & Design	2,349,814
BEACON	2,349,815
BEACON & Design	2,366,183
BEACON & Design	2,370,751

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FORM PTO-1584 (Modified) 1-31-02 10/03/2003 700046779 U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office REGISTRATION FORM COVER SHEET TRADEMARKS ONLY							
To the Honorable Commissioner of Patents and Trademarks Please record the attached original documents or copy thereof.							
1. Name of conveying party(ies): Holding Pictures Distribution Co., LLC (a Delaware limited liability company)	2. Name and address of receiving party(ies): JPMorgan Chase Bank 1166 Avenue of the Americas <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation of New York <input type="checkbox"/> Other If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input checked="" type="checkbox"/> No Designations must be a separate document from Assignment)						
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: September 30, 2003 Effective Date: September 30, 2003							
4. Application number(s) or registration number(s): A. Trademark Application No(s): 78/230,787	B. Trademark Registration No(s): 1,066,184						
5. Name and address of party to whom correspondence documents should be mailed: Lisa Callender Morgan, Lewis & Bockius LLP 101 Park Avenue New York, New York 10176 Telephone: 202-739-5758 Facsimile: 202-739-8001 E-Mail: ebaker@morganlewis.com	6. Total number of applications and registrations involved: 8 7. Total fee (37 CFR 2.41) Cal. $\frac{1}{2} \times \$40.00 = \$ 40.00$ $\frac{7}{2} \times \$25.00 = \$ 175.00$ Total = \$215.00 <input checked="" type="checkbox"/> Authorized to charge overpayments/deficiencies to deposit account. 8. Deposit account number: DA 13-4520						
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. <table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;">Ellen M. Baker</td> <td style="width: 30%; border-bottom: 1px solid black; text-align: center;"></td> <td style="width: 40%; border-bottom: 1px solid black; text-align: right;">October 3, 2003</td> </tr> <tr> <td style="font-size: small;">Name of Person Signing</td> <td style="font-size: small; text-align: center;">Signature</td> <td style="font-size: small; text-align: right;">Date</td> </tr> </table> Total number of pages including cover sheet, attachments and documents: 8		Ellen M. Baker		October 3, 2003	Name of Person Signing	Signature	Date
Ellen M. Baker		October 3, 2003					
Name of Person Signing	Signature	Date					
DWS No. 0601-0011 (Rev. 4/99)							

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FROM

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**TRADEMARK SECURITY AGREEMENT
(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

WHEREAS, Holding Pictures Distribution Co., LLC (the "Borrower") and each of the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the Borrower and each of the Guarantors individually, a "Pledgor", and collectively, the "Pledgors"), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other sources of business identifiers and general identifiers of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications 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 of any thereof, and all renewals, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement dated as of September 30, 2003, among the Borrower, the Guarantors referred to therein, the Lenders referred to therein (the "Lenders"), and JP Morgan Chase Bank as Administrative Agent for the Lenders (in such capacity the "Administrative Agent") and as Issuing Bank (as the same may be amended, supplemented or otherwise modified, removed or replaced from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement), the Lenders have agreed to make loans to the Borrower and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, each of the Pledgors has granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of such Pledgor including, without limitation, all right, title and interest of such Pledgor in, to and under all of such Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of such Pledgor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (such term being used herein as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor hereby grants to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the

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Obligations, a continuing security interest in all of such Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in the possession of such Pledgor:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;
- (ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by such Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Each Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which such Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Borrower, such further instruments or documents (in form and substance satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement and the other Fundamental Documents in the Trademark Collateral or any portion thereof.

Each Pledgor agrees that if any Person shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right of such Pledgor, the Administrative Agent, the Issuing Bank or the Lenders therein or if any Person shall do or perform any acts which the Administrative Agent believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty days' prior written notice to such Pledgor (or if an Event of Default is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such steps and institute such suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary for the full protection of the rights of the parties. The Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of such Pledgor or in the names of the parties jointly. The Administrative Agent hereby agrees to give such Pledgor written notice of any steps taken,

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or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and such Pledgor agrees to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at such Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interests made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated, all Obligations have been indefeasibly paid in full and performed and all Letters of Credit have expired or been terminated or canceled, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders) shall execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself, the Issuing Bank and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself, the Issuing Bank and the Lenders), will provide the notice(s) required by Section 8.6 of the Credit Agreement in connection with any enforcement of its rights against any of the Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

In the event of a conflict between this Trademark Security Agreement and the Credit Agreement, the provisions of the Credit Agreement will govern.

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FROM

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IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of September 30, 2003.

PLEDGORS:

HOLDING PICTURES DISTRIBUTION CO., LLC

By: *Charlie Lyons*
Name: *Charlie Lyons*
Title: *CEO*

HOLDING PICTURES, LLC

By: *Charlie Lyons*
Name: *Charlie Lyons*
Title: *CEO*

HOLDING PICTURES DEVELOPMENT CO., LLC

By: *Charlie Lyons*
Name: *Charlie Lyons*
Title: *CEO*

ABOVE THE FRAY PRODUCTIONS, LLC

By: *Charlie Lyons*
Name: *Charlie Lyons*
Title: *President*

HOLDING PICTURES PRODUCTIONS, INC.

By: *Charlie Lyons*
Name: *Charlie Lyons*
Title: *President*

Signature Page to Trademark Security Agreement

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FROM

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ACCEPTED:

JPMORGAN CHASE BANK,
as Administrative Agent

By: *Loren Am...*
Name:
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
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FROM

STATE OF California
COUNTY OF Los Angeles ss.:

On this the 07th day of September, 2003, before me,
PAMELA C. DAVIS, the undersigned Notary Public, personally appeared
CHARLES LYONS, [] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the
CEO of the limited liability company known as Holding Pictures
Distribution Co., LLC, who executed the foregoing instrument on behalf of the limited liability
company, and acknowledged that such limited liability company executed it pursuant to [a
resolution of its members.]

WITNESS my hand and official seal.

Pamela C. Davis
Notary Public



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FROM

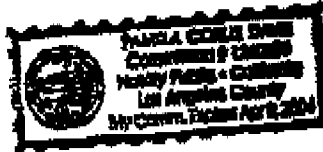
STATE OF California)
COUNTY OF San Diego)

On this the 30th day of September, 2003, before me,
Patricia C. Davis, the undersigned Notary Public, personally appeared
Charles Myung, [] personally known to me,

[] proved to me on the basis of satisfactory evidence, to be the
President of the corporation known as California Pipeline Industries Inc.
executed the foregoing instrument on behalf of the corporation, and acknowledged that such
corporation executed it pursuant to a resolution of its [Board of Directors/Members].

WITNESS my hand and official seal.

Patricia C. Davis
Notary Public



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FROM

Schedule A to
 Trademark Security Agreement

TRADEMARKS

Trademarks for which application has been made by Holding Pictures Distribution Co. LLC and that are currently pending.

Beacon in Block Letters

COUNTRY	- APPLICATION NUMBER	GOODS/SERVICES	FILING DATE
U.S.A.	78/230,797	Entertainment services, namely, production of motion pictures in International Class 41.	Filed April 16, 2003.
U.S.A.	78/230,814	Pre-recorded video tapes featuring entertainment, and musical sound recordings in International Class 9.	Filed April 16, 2003.
U.S.A.	78/226,667	Interactive multimedia computer game programs in International Class 9.	Filed April 16, 2003.

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FROM

Schedule A to
 Trademark Security Agreement

TRADEMARKS

The following trademarks were registered by Reason Communications, LLC and assigned to Holdline Pictures Distribution Co., LLC as of November 21, 2002.



Reason Vertical Logo With Brilloles

COUNTRY	REGISTRATION NUMBER	GOODS/SERVICES	REGISTRATION DATE
U.S.A.	1,792,994	Entertainment services, namely, production of motion pictures in International Class 41.	Sept 14, 1993 (Cancelled for failure to file a use affidavit)
U.S.A.	1,856,194	Video tapes featuring entertainment; and musical sound recordings in International Class 9.	Sept. 27, 1994.

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FROM

Schedule A to
Trademark Security Agreement

TRADEMARKS



REEL Beacon Horizontal Logo With Buildings

COUNTRY	REGISTRATION NUMBER	GOODS/SERVICES	REGISTRATION DATE
U.S.A.	2,349,814	Pre-recorded video tapes featuring entertainment, and musical sound recordings in International Class 9.	May 16, 2000.
U.S.A.	2,349,815	Entertainment services, namely, production of motion pictures in International Class 41.	May 16, 2000.

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FROM

Schedule A to
 Trademark Security Agreement

TRADEMARKS



Beacon Horizontal Logo Without Buildings

COUNTRY	REGISTRATION NUMBER	GOODS/SERVICES	REGISTRATION DATE
U.S.A.	2,366,183	Pre-recorded video tapes featuring entertainment and musical sound recordings in International Class 9.	July 11.
U.S.A.	2,370,751	Entertainment services, namely, production of motion pictures in International Class 41.	July 25, 2000.
E.U.	001406669	Entertainment services, namely, production of motion pictures in International Class 41 & use in connection with pre-recorded video tapes featuring entertainment; and musical sound recordings in International Class 9.	Jan. 31, 2001
Korea	9265	Entertainment services, namely, production of motion pictures in International Class 41.	June 26, 2001

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FROM

Schedule A to
Trademark Security Agreement

TRADEMARKS

Australia	815803	Entertainment services, namely, production of motion pictures in International Class 41 & use in connection with pre-recorded video tapes featuring entertainment, and musical sound recordings in International Class 9.	Apr. 12, 2002
Japan	4598767	Pre-recorded magnetic tapes and disks; pre-recorded video tapes and disks; video game apparatus for business and home use in International Class 9. For use in entertainment services, namely production of motion pictures in International class 41.	August 23, 2002