

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\leftrightarrow$ $\Rightarrow$ $\Leftarrow$		<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		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): <u>Spyglass Entertainment Group, LLC</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State of <u>Delaware</u> <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>JPMorgan Chase Bank</u> Street Address: <u>1166 Ave of the Americas 17A</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u> <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-State <u>New York</u> or _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
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: <u>March 30, 2004</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75/901776</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			B. Trademark Registration No.(s) <u>2421290</u>		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Matthew Scherneck</u> Internal Address: <u>Morgan, Lewis &amp; Bockius LLP</u> _____ _____ Street Address: <u>101 Park Avenue</u> _____ City: <u>New York</u> State: <u>NY</u> Zip: <u>10178</u>			6. Total number of applications and registrations involved: <u>13</u> <input type="checkbox"/>		
			7. Total fee (37 CFR 3.41)..... \$ <u>340.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>13-4520</u> (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
9. Statement and signature. <i>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.</i> <u>Ellen M. Baker</u> <u>Ellen M. Baker</u> <u>April 26, 2004</u> Name of Person Signing      Signature      Date					
Total number of pages including cover sheet, attachments, and document: <b>10</b>					

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

CH \$340.00 134520 75901776

**SCHEDULE**

**APPLICATION NUMBER:**

75/901776  
76/181518  
76/250512  
76/250511  
76/250519  
76/250514  
76/250513  
76/250516  
76/250515  
76/250518

**REGISTRATION NUMBER:**

2,421,290  
2,630,845  
2,575,904

**EXECUTION VERSION****AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT****(TRADEMARKS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

WHEREAS, Spyglass Entertainment Group, LLC, a Delaware limited liability company (the "Pledgor"), now owns or holds 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 source of business identifiers and general intangibles 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 reissues, 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 Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of December 18, 1998, as amended and restated as of March 30, 2004 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Amended and Restated Credit Agreement"), among the Pledgor, Cypress Entertainment Group, L.P., a Delaware limited partnership ("Cypress" and together with Pledgor, the "Borrowers"), the guarantors referred to therein, the lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, as administrative agent for the Lenders (the "Agent"), the Lenders have agreed to make loans to the Borrowers and the Issuing Bank has agreed to issue letters of credit for the account of the Borrowers;

WHEREAS, pursuant to the terms of the Amended and Restated Credit Agreement, the Pledgor has granted to the Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in and to all personal property of the Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the 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 the 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 Amended and Restated Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does hereby grant to the Agent (for the benefit of itself, the Issuing Bank and the Lenders), as security for the Obligations, a continuing security interest in all of the 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 possession of the 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 or any other Credit Party adopts or acquires any Trademark or enters into any Trademark license, 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 the 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.

The Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Agent at the end of any quarter in which the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enter 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 Pledgor, such further instruments or documents (in form and substance satisfactory to the 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 Agent, to carry out the provisions and purposes of the Amended and Restated Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Agent (for the benefit of itself, the Issuing Bank and the Lenders) granted pursuant to the Amended and Restated Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents (such term herein being used as defined in the Amended and Restated Credit Agreement) in the Trademark Collateral or any portion thereof.

The Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any act(s) which the Agent believes constitute an infringement of any Trademark, or violate or infringe any right of the Pledgor, the Agent or the Lenders therein or if any person,

firm, corporation or other entity shall do or perform any acts which the Agent believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgor (or if an Event of Default (such term being used herein as defined in the Amended and Restated Credit Agreement) is at the time continuing, then without notice), the Agent may and shall have the right to take such steps and institute such suits or proceedings as the 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 Agent may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Agent hereby agrees to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Agent pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to the Agent (for the benefit of itself, the Issuing Bank and the Lenders) pursuant to the Amended and Restated Credit Agreement. Each of the Pledgor and the Agent do hereby further acknowledge and affirm that the rights and remedies of the Agent (for the benefit of itself, the Issuing Bank and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Amended and Restated 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 Amended and Restated Credit Agreement have terminated, all Obligations (as defined in the Amended and Restated Credit Agreement) have been indefeasibly paid in full and performed and all Letters of Credit have expired or been terminated or canceled, the Agent (on behalf of itself, the Issuing Bank and the Lenders), shall execute and deliver to the Pledgor, at the Pledgor's 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 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 Agent pursuant to the terms hereof or of the Amended and Restated Credit Agreement.

Subject to the terms and conditions of the Amended and Restated Credit Agreement, the Agent (on behalf of itself, the Issuing Bank and the Lenders) agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Agent gives written notice to the Pledgor of its intention to enforce its rights against any of the Trademark Collateral.

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


**THIS AMENDED AND RESTATED 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.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Amended and Restated Credit Agreement.

IN WITNESS WHEREOF, the Pledgor has caused this Amended and Restated Trademark Security Agreement to be duly executed as of March 30, 2004.

SPYGLASS ENTERTAINMENT GROUP,  
LLC

By:   
Name: \_\_\_\_\_  
Title:

Accepted:

JPMORGAN CHASE BANK, as Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 002840 FRAME: 0145**

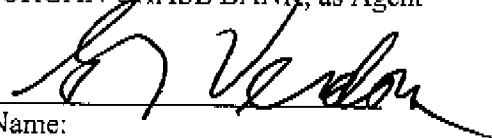
IN WITNESS WHEREOF, the Pledgor has caused this Amended and Restated Trademark Security Agreement to be duly executed as of March 30, 2004.

SPYGLASS ENTERTAINMENT GROUP,  
LLC

By: \_\_\_\_\_  
Name:  
Title:

Accepted:

JPMORGAN CHASE BANK, as Agent

By:   
Name:  
Title: **GARRETT J. VERDONE**  
**SENIOR VICE PRESIDENT**

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 002840 FRAME: 0146**



STATE OF CALIFORNIA )

: ss.:

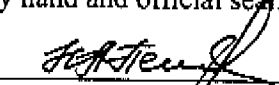
COUNTY OF LOS ANGELES)

On this the 30<sup>th</sup> day of March, 04, before me,  
NATALIA PETROVA, the undersigned Notary Public, personally  
appeared GARY BAABER,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the  
Manager of CEO of Spyglass Entertainment Group, LLC ("SEG") who  
executed the foregoing instrument on behalf of SEG, and acknowledged that SEG  
executed it pursuant to a resolution of its Managers.

WITNESS my hand and official seal.

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



Schedule A to Amended  
and Restated Trademark  
Security Agreement

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Trademark</u>	<u>Description of Goods</u>
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## Trademark List by Country

**Country:Germany**

Case Number/Sub-Case  
Trademark

**SPYGLASS ENTERTAINMENT**

Application	Publication Number/Date	Registration Number/Date	Status Number/Date
89554-23/  <i>Class(es):</i> 9, 38, 41 <i>Agent Name:</i> Norr Stiefenhofer Lutz	30172081 18-Dec-2001	21-Jun-2002	Registered 21-May-2002

*Client:* Spyglass Entertainment Group, LLC

*Goods:* Class 9: Pre-recorded and blank sound recording media, audio cassettes, video cassettes, records, compact discs, video discs, CD-ROMs carrying music, television programs, films, texts and pictures, digital video discs (DVD) featuring music.  
Class 41: Recording, production, distribution and exhibition of motion pictures and television.

*Note:* This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.

**SPYGLASS ENTERTAINMENT**

89554-23/  <i>Class(es):</i> 9, 35, 41 <i>Agent Name:</i> Norr Stiefenhofer Lutz	30134963 07-Jun-2001	30134963 04-Jan-2002	Registered 22-Nov-2001
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*Client:* Spyglass Entertainment Group, LLC

*Goods:* Class 9: Video tapes, computer software and hardware for interactive video games, as included in class 9.  
Class 35: Personnel management consulting for athletes, rigid entertainment fields as well as for business enterprise.  
Class 41: Recording and production of radio programs.

*Note:* This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.

Country: United States of America

Case Number/SubCase  
Trademark

Miscellaneous Design

Application Number	Publication Number/Date	Registration Number/Date	Status
89554-13/ <i>Class(es): 9</i>	75/901776 24-Jan-2000		Allowed

*Agent Name:**Client:* Spyglass Entertainment Group, LLC*Goods:* Class 9: Pre-recorded audio and video cassettes, compact discs, video discs, records, CD-Rom, all featuring music or television programs or motion pictures; video and video output game cassettes; computer game discs; computer game equipment containing memory devices namely, discs; computer game joysticks; computer game programs; computer game software; computer game tapes; video game cartridges; video game discs; video game interactive control floor pads or mats; video game interactive remote control units; video game joysticks; video game machines for use with televisions; video game software; video game tape cassettes; interactive video game programs; interactive computer game software downloaded from.*Note:* This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.

Miscellaneous Design

89554-14/ <i>Class(es): 41</i>	75/901777 24-Jan-2000	2421290 16-Jan-2001	Registered 16-Jan-2011
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*Agent Name:**Client:* Spyglass Entertainment Group, LLC*Goods:* Class 41: Motion picture and television film production services; music production services  
This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.*Note:*

Country: United States of America

Case Number/SubCase  
Trademark Number/Date

Application Number	Publication Number/Date	Registration Number/Date	Status
89554-15/	76/181518 14-Dec-2000		Allowed

SPYGLASS

*Class(es):* 35*Agent Name:**Client:* Spyglass Entertainment Group, LLC*Goods:* Class 35: Theatrical and personal management services, namely, management of entertainment groups, models, entertainers, athletes, actors, executives and corporate executives*Note:* This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.

SPYGLASS ENTERTAINMENT

*Class(es):* 9*Agent Name:**Client:* Spyglass Entertainment Group, LLC*Goods:* Class 9: Pre-recorded audio cassettes, video cassettes, records, compact discs, video discs, DVD discs, and CD-ROMs featuring music, television programs, and motion pictures, that feature comedy, drama, action, adventure, animation, horrors and/or thrillers, excerpts and stills.*Note:* This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.

SPYGLASS ENTERTAINMENT

*Class(es):* 41*Agent Name:**Client:* Spyglass Entertainment Group, LLC*Goods:* Audio recording and production*Note:* This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.

TRADEMARK

REEL: 002840 FRAME: 0151

Country: United States of America

Case Number/SubCase  
Trademark

SPYGLASS ENTERTAINMENT

Application Number	Publication Number/Date	Registration Number/Date	Status
89554-4/	76/250511 26-Apr-2001	12-Mar-2002	Allowed

*Class(es):* 35*Agent Name:**Client:* Spyglass Entertainment Group, LLC*Goods:* Class 35: Theatrical and personal management services, namely, management of entertainment groups, models, entertainers, athletes, actors, executives and corporate executives*Note:* This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.

SPYGLASS ENTERTAINMENT

89554-3/

76/250519  
25-Apr-2001

Allowed

*Class(es):* 9*Agent Name:**Client:* Spyglass Entertainment Group, LLC*Goods:* Class 9: Computer game and video game cartridges, cassettes, discs, programs, and software, all containing content based upon or thematically derived from motion pictures or television programs.*Note:* This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.

SPYGLASS ENTERTAINMENT

89554-2/

76/250520  
25-Apr-2001Registered  
04-Jun-2002*Class(es):* 41*Agent Name:**Client:* Spyglass Entertainment Group, LLC*Goods:* Class 41: Production, distribution and exhibition of motion pictures and television programs*Note:* This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.

SPYGLASS MUSIC

89554-7/

76/250514  
25-Apr-2001

Allowed

*Class(es):* 41*Agent Name:**Client:* Spyglass Entertainment Group, LLC*Goods:* Class 41: Audio recording and production*Note:* This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.

TRADEMARK

REEL: 002840 FRAME: 0152

Country:United States of America

Case Number/SubCase  
Trademark

SPYGLASS MUSIC

Application Number	Publication Number/Date	Registration Number/Date	Status
89554-6/	76/250513 25-Apr-2001		Allowed

*Class(es):* 9*Agent Name:**Client:* Spyglass Entertainment Group, LLC*Goods:* Class 9: Pre-recorded audio cassettes, video cassettes, records, compact discs, video discs, DVD discs, and CD-ROMs, featuring music*Note:* This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.

SPYGLASS RECORDS

89554-9/	76/250516 25-Apr-2001		Allowed
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*Class(es):* 41*Agent Name:**Client:* Spyglass Entertainment Group, LLC*Goods:* Class 41: Audio recording and production*Note:* This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.

SPYGLASS RECORDS

89554-8/	76/250515 25-Apr-2001		Allowed
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*Class(es):* 9*Agent Name:**Client:* Spyglass Entertainment Group, LLC*Goods:* Class 9: Pre-recorded audio cassettes, video cassettes, records, compact discs, video discs, DVD discs, CD-ROMs featuring*Note:* This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.

SPYGLASS SPORTS AND TALENT MANAGEMENT

89554-11/	76/250518 25-Apr-2001		Allowed
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*Class(es):* 35*Agent Name:**Client:* Spyglass Entertainment Group, LLC*Goods:* Class 35: Theatrical and personal management services, namely, management of entertainment groups, models, entertainers, athletes, actors, executives and corporate executives*Note:* This mark was originally owned by Cypress Entertainment Group, L.P. and was sold to Spyglass Entertainment Group, LLC on October 1, 2003. A notice of assignment has been filed with the United States Patent and Trademark Office and is currently being processed.

TRADEMARK

REEL: 002840 FRAME: 0153

Schedule B to Amended  
and Restated Trademark  
Security Agreement

TRADEMARK LICENSES



Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Avenue, NW  
Washington, DC 20004  
Tel: 202.739.3000  
Fax: 202.739.3001  
www.morganlewis.com

**Morgan Lewis**  
C O U N S E L O R S   A T   L A W

Ellen M. Baker  
Trademark Paralegal  
(202) 739-6758  
ebaker@morganlewis.com

April 26, 2004

**VIA FACSIMILE**

Commissioner for Trademarks  
Box Assignments  
2900 Crystal Drive  
Arlington, Virginia 22202-3513  
**Attention: Assignment Branch**

Re:      Recordation of Trademark Security Agreement  
          Our Ref: 066397-0000-0004 (Client Matter: 066397-0125)


Dear Madam:

We enclose for recording at the Assignment Branch an Amended and Restated Trademark Security Agreement between Spyglass Entertainment Group, LLC and JPMorgan Chase Bank. The security agreement is being filed to update record title to the 13 trademarks listed on the Recordation Form Cover Sheet and the attached additional Schedule page.

The details of this recording are set out on the enclosed Recordation Form Cover Sheet in compliance with Patent and Trademark Office rules. Please charge the \$340.00 filing fee and any additional fees to Morgan, Lewis & Bockius LLP, Deposit Account No. 13-4520.

Please call me if you have any questions concerning this filing. Thank you for your assistance.

Sincerely,

  
Ellen M. Baker  
Trademark Paralegal

Enclosures

cc: Kate Saucer (w/encls.)

Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Avenue NW  
Washington, D.C. 20004  
Tel. 202.739.3000  
Fax: 202.739.3001  
eFax: 877.432.9652  
www.morganlewis.com

**Morgan Lewis**  
C O U N S E L O R S   A T   L A W

**FAX MESSAGE****Send To:**

Name: Trademark Assignment Division      FAX Number: 703-306-5995  
Firm: U.S. Patent & Trademark Office      Telephone Number: 703-308-9723

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**From:**

Name Ellen M. Baker      Floor: 5      Operator Sending:  
Telephone Number: 202-739-5758      Time Sent:      Date Sent: April 26, 2004

Number of Pages (INCLUDING COVER PAGE):

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**Note:**

THE INFORMATION CONTAINED IN THIS FAX MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE RECIPIENT(S) NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.