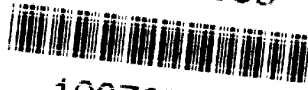


RE

07-15-1998



100765388

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

Tab settings

REC'D 6.23.98

RECEIVED
 U.S. DEPARTMENT OF COMMERCE
 Patent and Trademark Office
 JUN 23 1998

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

1. Name of conveying party(ies):
 Monarchy Enterprises B.V.
 See Attached Schedule 1

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

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

2. Name and address of receiving party(ies)
 Name: The Chase Manhattan Bank
 Internal Address: _____
 Street Address: 270 Park Avenue
 City: New York State: NY ZIP: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Banking corporation

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: May 29, 1998

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

A. Trademark Application No.(s)
 See Attached Schedule 2

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 See Attached Schedule 2

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

Name: Rachel Miller
 Internal Address: _____
Morgan, Lewis & Bockius LLP
46TH Floor
 Street Address: 101 Park Avenue
 City: New York State: NY ZIP: 10178

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ \$365.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-4520
 (Attach duplicate copy of this page if paying by deposit account)

07/14/1998 INBUYEN 00000241 74506119
 01 FC:401 40.00 DP
 02 FC:402 325.00 DP

DO NOT USE THIS SPACE

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.*

Rachel Miller, Esq. [Signature] 6/17/98
 Name of Person Signing Signature Date

SCHEDULE 1

The following parties constitute the conveying parties to the document:

Monarchy Enterprises B.V.

Bundesplatz 16
6300 Zug
Switzerland

Regency Entertainment (USA), Inc.

4000 Warner Boulevard
Building 66
Burbank, California 91522

NTP Holding B.V.

Aert Van Nesstraat 45
4th Floor
3012 CA Rotterdam
The Netherlands

Luna Pictures Limited

Knighton House
56 Mortimer Street
London, W1N 8BV
England

Restless Corporation

The Van Go Agency
1616 Vista Del Mar
Hollywood, CA 90028

New Regency Productions, Inc.

Heart Changes, Inc.

Power of One Productions, Inc.

Jersey Productions, Inc.

Sommersby Productions, Inc.

Beaux Gus Productions, Inc.

That Night, Inc.

Dreadnought Productions, Inc.

NY02A/23110-1

TRADEMARK
REEL: 1753 FRAME: 0377

Client Productions, Inc.
Side Productions, Inc.
Confidential, Inc.
Carpool Productions, Inc.
Copycat Productions, Inc.
Empire Records Store, Inc.
Sun Chaser Productions, Inc.
Magic Bullet, Inc.
The Honest Courtesan, Inc.
Goodbye, Lover Inc.
TTK Productions, Inc.
Negotiator Productions, Inc.
WTM Productions, Inc.
4000 Warner Boulevard
Building 66
Burbank, California 91522

The Chase Manhattan Bank
270 Park Avenue
New York, NY 10017

NY02A/231106.1

TRADEMARK
REEL: 1753 FRAME: 0378

SCHEDULE 2

Trademarks

Trademarks (Domestic)

Mark	Serial No.	Credit Party	Jurisdiction	Filed	Registered	Class
Regency Enterprises	74/506,119	MEBV	United States	3/28/94	10/08/96	91
Regency Enterprises *	74/499,847	MEBV	United States	3/14/98	02/25/97	412
Regency International Pictures *	74/499,841	MEBV	United States	3/14/94	09/10/96	9
Regency International Pictures *	74/499,842	MEBV	United States	3/14/94	02/25/97	41
Regency **	74/499,843	MEBV	United States	3/14/94	06/10/97	9
Regency **	74/499,844	MEBV	United States	3/14/84	12/23/97	41
R Regency (Stylized) **	74/499,845	MEBV	United States	3/14/94	07/15/97	9
R Regency (Stylized) **	74/499,846	MEBV	United States	3/10/94	08/12/97	41
Regency *	74/499,651	MEBV	United States	3/14/94	09/10/96	41
Regency Entertainment	74/513,989	MEBV	United States	4/18/94		9
Regency Entertainment	74/513,900	MEBV	United States	4/18/94		41
Stylized R Design *	74/717,570	MEBV	United States	8/18/95	01/14/97	9
Stylized R Design	74/103,437	MEBV	United States	5/13/96		41
Restless Corporation	Reg. No. 2248191	Restless Corporation	United States	10/13/87	7/30/90	

Regency Vision	MEBV	United States	Not filed as yet			9
Regency Vision	MEBV	United States	Not filed as yet			383
Regency Vision	MEBV	United States	Not filed as yet			41

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Monarchy Enterprises B.V., a Netherlands corporation, and Regency Entertainment (USA), Inc., a California corporation (the "Borrowers"), and each other subsidiary of the Borrowers whose name appears at the foot hereof (each a "Subsidiary"; together with the Borrowers, the "Pledgors"), now own or hold and may hereafter 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 county or any political subdivision 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 Credit, Security, Guaranty and Pledge Agreement, dated as of May 29, 1998, (as the same may be amended, modified or otherwise supplemented from time to time, the "Credit Agreement"), among the Borrowers, Monarchy Enterprises Holdings B.V., the other Guarantors named therein, the Lenders named therein (the "Lenders"), The Chase Manhattan Bank, as Administrative Agent (the "Agent") and as Issuing Bank and Berliner Bank Aktiengesellschaft as Documentation 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 Credit Agreement, each of the Pledgors has granted to the Agent (for the benefit of itself, the Issuing Bank and the Lenders) a security interest in 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 presently existing or hereafter arising, adopted or acquired, 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 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 does, as security for the Obligations, hereby grant to the Agent (for the benefit of the Lenders) 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 presently existing or hereafter arising or acquired:

(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 any 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 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 such Pledgor, such further instruments or documents (in form and substance reasonably 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 Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Agent for the benefit of the Lenders under the Credit Agreement and this Trademark Security Agreement, in the Trademark Collateral or any portion thereof.

Each Pledgor agrees that if any person, firm, corporation or other entity shall do or perform any acts which the Agent reasonably believes constitute an infringement of any

Trademark, or violate or infringe any right of a Pledgor 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 30 days' prior written notice to such Pledgor and so long as an Event of Default (as defined in the Credit Agreement) is continuing, the Agent may and shall have the right to take such steps and institute such suits or proceedings as the Agent may reasonably deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper 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 applicable Pledgor or in the names of the parties jointly. The Agent hereby agrees to give the applicable Pledgor prompt notice (together with a description thereof in reasonable detail) 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 Credit Agreement. The parties hereto 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 in the Trademark Collateral made and granted hereby are more fully set forth in, and subject to the limitations (including certain rights of quiet enjoyment in favor of licensees and other persons) 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 shall have terminated, all amounts outstanding under the Notes issued under the Credit Agreement shall have been paid in full, all amounts outstanding under all Letters of Credit issued under the Credit Agreement shall have been reimbursed in full, all issued but undrawn Letters of Credit shall have expired or been terminated or cancelled and all other monetary Obligations (as defined in the Credit Agreement) then due and payable shall have been paid in full, the Agent (on behalf of itself, the Issuing bank and the Lenders), shall execute and deliver to such Pledgors, at Borrowers' or the applicable Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper or advisable in the Borrowers' or such Pledgor's reasonable judgment 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 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 (such term being used herein as defined in the Credit Agreement) and the Agent gives written notice to the applicable 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 to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, each Pledgor may use, license and exploit the Trademark Collateral in any lawful manner.

**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.**

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

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of MAY 27, 1998 by their officers thereunto duly authorized.

MONARCHY ENTERPRISES B.V. (acting through its Zug, Switzerland Branch)

By: _____
Name: Hidal Couche
Title:

REGENCY ENTERTAINMENT (USA), INC.

By: _____
Name :
Title:

NTP HOLDING B.V.

By _____
Name:
Title:

LUNA PICTURES LIMITED

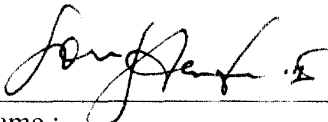
By _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of MAY 29, 1998 by their officers thereunto duly authorized.

MONARCHY ENTERPRISES B.V. (acting through its Zug, Switzerland Branch)

By: _____
Name :
Title:

REGENCY ENTERTAINMENT (USA), INC.

By: 
Name :
Title:

NTP HOLDING B.V.

By _____
Name:
Title:

LUNA PICTURES LIMITED

By _____
Name:
Title:

[Signature]
: ss. :
[Signature]

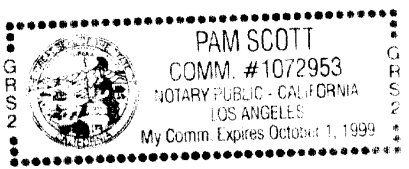
On this the 31st day of July, 1998, before me,
[Signature], the undersigned Notary Public, personally appeared
[Signature],

personally known to me,

proved to me on the basis of satisfactory evidence, to be the
[Signature] of the corporation known as Regency Entertainment (USA), Inc.
who 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.

WITNESS my hand and official seal.

[Signature]
Notary Public



IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of May 29, 1998 by their officers thereunto duly authorized.

MONARCHY ENTERPRISES B.V. (acting
through its Zug, Switzerland Branch)

By: _____
Name :
Title:

REGENCY ENTERTAINMENT (USA), INC.

By: _____
Name :
Title:

NTP HOLDING B.V.

By: _____
Name: Mr. G.F. Nicola
Title:

LUNA PICTURES LIMITED

By _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of MAY 29, 1998 by their officers thereunto duly authorized.

MONARCHY ENTERPRISES B.V. (acting
through its Zug, Switzerland Branch)

By: _____
Name :
Title:

REGENCY ENTERTAINMENT (USA), INC.

By: _____
Name :
Title:

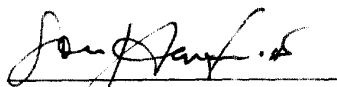
NTP HOLDING B.V.

By _____
Name:
Title:

LUNA PICTURES LIMITED

By Frank Ponce
Name: DIRECTOR
Title: DIRECTOR

RESTLESS CORPORATION
THE VAN GO AGENCY
NEW REGENCY PRODUCTIONS, INC.
HEART CHANGES, INC.
POWER OF ONE PRODUCTIONS, INC.
JERSEY PRODUCTIONS, INC.
SOMMERSBY PRODUCTIONS, INC.
BEAUX GUS PRODUCTIONS, INC.
SA ~~BEAUX GUS PRODUCTIONS (CANADA), INC.~~
THAT NIGHT, INC.
DREADNOUGHT PRODUCTIONS, INC.
CLIENT PRODUCTIONS, INC.
SIDE PRODUCTIONS, INC.
CONFIDENTIAL, INC.
CARPOOL PRODUCTIONS, INC.
SA ~~CARPOOL PRODUCTIONS LTD. (CANADA)~~
COPYCAT PRODUCTIONS, INC.
EMPIRE RECORDS STORE, INC.
SUN CHASER PRODUCTIONS, INC.
MAGIC BULLET, INC.
THE HONEST COURTESAN, INC.
GOODBYE, LOVER INC.
TTK PRODUCTIONS, INC.
NEGOTIATOR PRODUCTIONS, INC.
WTM PRODUCTIONS, INC.

By 
Name:
Title:

Accepted:

THE CHASE MANHATTAN BANK, as Agent

By: _____
Name:
Title:

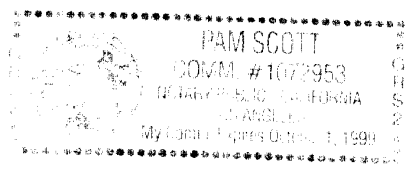
STATE OF California
: ss.:
COUNTY OF Los Angeles

On this the 11th day of May, 1991, before me,
Pam Scott, the undersigned Notary Public, personally appeared
John J. Sommersby
 personally known to me,

proved to me on the basis of satisfactory evidence, to be the
John J. Sommersby of the corporations known as Restless Corporation
The Van Go Agency, New Regency Productions, Inc., Heart Changes, Inc., Power of One
Productions, Inc., Jersey Productions, Inc., Sommersby Productions, Inc., Beaux Gus
Productions, Inc., ~~Beaux Gus Productions (Canada)~~, Inc. That Night, Inc., Dreadnought
Productions, Inc., Client Productions, Inc., Side Productions, Inc., Confidential, Inc., Carpool
Productions, Inc., ~~Carpool Productions Ltd. (Canada)~~, Copycat Productions, Inc., Empire
Records Store, Inc., Sun Chaser Productions, Inc., Magic Bullet, Inc., the Honest Courtesan, Inc.,
Goodbye, Lover Inc., TTK Productions, Inc., Negotiator Productions, Inc., and WTM
Productions, Inc. who executed the foregoing instrument on behalf of the corporations, and
acknowledged that such corporations executed it pursuant to a resolution of their Board of
Directors.

WITNESS my hand and official seal.

[Signature]
Notary Public



RESTLESS CORPORATION
THE VAN GO AGENCY
NEW REGENCY PRODUCTIONS, INC.
HEART CHANGES, INC.
POWER OF ONE PRODUCTIONS, INC.
JERSEY PRODUCTIONS, INC.
SOMMERSBY PRODUCTIONS, INC.
BEAUX GUS PRODUCTIONS, INC.
BEAUX GUS PRODUCTIONS (CANADA), INC.
THAT NIGHT, INC.
DREADNOUGHT PRODUCTIONS, INC.
CLIENT PRODUCTIONS, INC.
SIDE PRODUCTIONS, INC.
CONFIDENTIAL, INC.
CARPOOL PRODUCTIONS, INC.
CARPOOL PRODUCTIONS LTD. (CANADA)
COPYCAT PRODUCTIONS, INC.
EMPIRE RECORDS STORE, INC.
SUN CHASER PRODUCTIONS, INC.
MAGIC BULLET, INC.
THE HONEST COURTESAN, INC.
GOODBYE, LOVER INC.
TTK PRODUCTIONS, INC.
NEGOTIATOR PRODUCTIONS, INC.
WTM PRODUCTIONS, INC.

By _____

Name:

Title:

Accepted:

THE CHASE MANHATTAN BANK, as Agent

By: _____

Name:

Title:

ANN B. KERNS

VICE PRESIDENT

NY02A/212630

TRADEMARK
REEL: 1753 FRAME: 0391

SCHEDULE A

Trademarks

Trademarks (Domestic)

<u>Mark</u>	<u>Serial No.</u>	<u>Credit Party</u>	<u>Jurisdiction</u>	<u>Filed</u>	<u>Registered</u>	<u>Class</u>
Regency Enterprises	74/506,119	MEBV	United States	3/28/94	10/08/96	91
Regency Enterprises*	74/499,847	MEBV	United States	3/14/98	02/25/97	41 ²
Regency International Pictures*	74/499,841	MEBV	United States	3/14/94	09/10/96	9
Regency International Pictures*	74/499,842	MEBV	United States	3/14/94	02/25/97	41
Regency**	74/499,843	MEBV	United States	3/14/94	06/10/97	9
Regency**	74/499,844	MEBV	United States	3/14/84	12/23/97	41
R Regency (Stylized)**	74/499,845	MEBV	United States	3/14/94	07/15/97	9
R Regency (Stylized)**	74/499,846	MEBV	United States	3/10/94	08/12/97	41
Regency*	74/499,651	MEBV	United States	3/14/94	09/10/96	41
Regency Entertainment	74/513,989	MEBV	United States	4/18/94		9
Regency Entertainment	74/513,900	MEBV	United States	4/18/94		41
Stylized R Design*	74/717,570	MEBV	United States	8/18/95	01/14/97	9
Stylized R Design	74/103,437	MEBV	United States	5/13/96		41
Resless Corporation	Reg. No. 2248191	Resless Corporation	United States	10/13/87	7/30/90	

Regency Vision	MEBV	United States	Not filed as yet			9
Regency Vision	MEBV	United States	Not filed as yet			38 ³
Regency Vision	MEBV	United States	Not filed as yet			41

Trademarks (International)

Mark	Reg No.	Credit Party	Jurisdiction	File	Class
Regency	555 903	MEBV	Belux	12/16/94	16, 41
Regency	8933/1994	MEBV	Denmark	12/19/94	9, 41
Regency	202 456	MEBV	Finland	12/28/94	41
Regency	123-060	MEBV	Greece	02/20/95	9, 41
Regency	163 468	MEBV	Ireland	12/20/94	9
Regency	488/1995	MEBV	Iceland	12/19/94	9, 41
Regency	947 266	MEBV	Norway	12/22/94	9, 41
Regency	941 3130	MEBV	Sweden	12/21/94	9, 41
Regency	200 8829	MEBV	UK	12/19/94	9, 41
Regency ⁴	632 494	MEBV		02/15/95	16, 41 ⁵
"R" Device	555 902	MEBV	Belux	12/16/94	16, 41
"R" Device	1401 1995	MEBV	Denmark	12/19/94	9, 41
"R" Device	142364	MEBV	Finland	12/28/94	9, 41
"R" Device	123 061	MEBV	Greece	02/20/95	9, 41
"R" Device	167 648	MEBV	Ireland	12/20/94	9
"R" Device	489 1995	MEBV	Iceland	12/19/94	9, 41
"R" Device	173141	MEBV	Norway	12/20/94	9, 41
"R" Device	323 987	MEBV	Sweden	12/20/94	9, 41
"R" Device	2008791	MEBV	UK	12/19/94	9, 41
Regency ¹	632 493	MEBV		02/15/95	16, 41 ⁶
Resless Corporation	366074	LPC ⁷	Canada	10/16/87	
Resless Corporation	1485308	LPC ⁷	Great Britain	12/11/91	

Restless Corporation	205624	LPC ⁷	Germany	12/14/91
Restless Corporation	A569386	LPC ⁷	Australia	12/16/91
Restless Corporation	2248191	LPC ⁷	Japan	10/31/87

All of the foregoing interests on this Schedule are subject to the Liens created pursuant to the Senior Loan Documents and to the Liens created pursuant to the distribution agreements set forth on Schedule 3.17.

* (Actual Use)
 ** (Intent-to-Use)

- 1 Class 9 -- A Series of Video and Sound Records, etc.
- 2 Class 41 -- Entertainment Services.
- 3 Class 38 -- Multimedia Communication & Information Services, etc.
- 4 Countries included: Spain, Democratic People's Republic of Korea, Ukraine, Germany, Austria, France, Vietnam, Poland, Slovakia, Czech Republic, China, Switzerland, Slovenia, Hungary, Yugoslavia, Romania, Russian Federation, Portugal, Bulgaria, Italy, and Croatia.
- 5 Class(es) refused in:
 Poland: class 16
 Hungary: class 16
 Portugal: class 9
 Romania: classes 9 and 16
- 6 Class refused in:
 Russian Federation: class 41
- 7 Los Pictures Corporation ("LPC") doing business as Restless Records

None

SCHEDULE B

RECORDED: 06/23/1998

TRADEMARK
REEL: 1753 FRAME: 0395