



11-20-1998



Docket No.:

Tab settings → →

11-05-1998

To the Honora

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #33

100904558

and original documents or copy thereof.

1. Name of conveying party(ies):
The Chase Manhattan Bank
(f/k/a/ Chemical Bank)
200 Jericho Quadrangle
Jericho, NY 11753

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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Bohbot Entertainment & Media, Inc.
Internal Address: _____
Street Address: 41 Madison Avenue
City: New York State: NY ZIP: 10010

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from
Additional name(s) & address(es) Yes No

3. Nature of conveyance: **MRD 11-5-98**

Assignment Merger
 Security Agreement Change of Name
 Other Termination of Security Interest

Execution Date: 09/29/98

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

A. Trademark Application No.(s)
N/A

Additional numbers Yes No

B. Trademark Registration No.(s)
See attached

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

Name: Lynn Tanner
Internal Address: Schulte Roth & Zabel LLP

Street Address: 900 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41): \$ **190⁰⁰**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052

11/23/1998 JSHABAZZ 00000008 200052 1778146

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 150.00 CH

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.

Lynn Tanner *Lynn Tanner* 11/3/98
Name of Person Signing Signature Date
Christine E. Wilson *Christine E. Wilson* 11/4/98

Total number of pages including cover sheet, attachments, and **5**

Property

<u>Registration Mark</u>	<u>Registration Number/Application</u>	<u>Registration/ Application Date</u>	<u>Owner</u>
AMAZIN' ADVENTURES	1,778,148	June 22, 1993	Bohbot Entertainment Inc.
KIDS' DAY OFF	1,852,065	August 30, 1994	Bohbot Entertainment Inc.
NOBODY TALKS TO KIDS LIKE BOHBOT	1,825,558	March 8, 1994	Bohbot Entertainment Inc.
VIDEO POWER	1,640,822	April 9, 1991	Bohbot Entertainment Inc.
KING ARTHUR AND THE KNIGHTS OF JUSTICE	1,843,895	July 5, 1994	Bohbot Entertainment Inc.
MADISON GREEN ENTERTAINMENT SALES, INC.	1,986,799	July 16, 1996	Madison Green Entertainment Sales, Inc.
QUANTUM MEDIA INTERNATIONAL, INC.	75/013,313	November 1, 1995	Quantum Media International, Inc.

TERMINATION OF TRADEMARK INTEREST

This TERMINATION OF TRADEMARK INTEREST is executed as of September 29, 1998 by The Chase Manhattan Bank (f/k/a Chemical Bank) (the "Lender"), with reference to that certain Credit, Security, Guaranty and Pledge Agreement dated as of February 9, 1996 (the "Loan Agreement") between Bohbot Entertainment & Media, Inc., as the Borrower and a Guarantor (the "Company"), the other Borrowers named therein, the other Guarantors named therein and the Lender.

WHEREAS, the Company executed and delivered to the Lender (i) Trademark Security Agreement dated as of February 9, 1996, as amended October 21, 1997 recorded with the United States Patent and Trademark Office on February 13, 1996 in Reel 1431 and Frame 0594; (ii) Trademark Security Agreement dated as of July 23, 1996 (but incorrectly indicated on page 4 thereof as having been executed on February 9, 1996) recorded with the United States Patent and Trademark Office on July 30, 1996 in Reel 1487 and Frame 0500; and (iii) Trademark Security Agreement dated as of July 2, 1997 recorded with the United States Patent and Trademark Office on July 8, 1997 in Reel 1607 and Frame 0696 (collectively, the "Trademark Security Agreements").

WHEREAS, the Company holds certain trademarks, trademark licenses, and other rights under trademark with respect to the trademark registrations, recordings, licenses and applications referred to on Schedule A attached hereto (collectively, the "Property").

WHEREAS, the Company has requested that the Lender release all liens and security interests granted to the Lender in the right, title and interest in and to the Property (to the full extent of the Company's interest therein) pursuant to the Trademark Security Agreements.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby:


- (A) terminates the Trademark Security Agreements.
- (B) releases all liens and security interests granted to it in the Property referred to in the Trademark Security Agreements and acknowledges, agrees and confirms that it has no right, title or interest in or to (or security interest in) the Property; and

(C) to the extent the Lender shall be deemed to have any right, title or interest in the Property, retransfers and reassigns to the Company all of such right, title and interest.

This Termination of Trademark Interest shall be governed by the laws of the State of New York and shall relate solely to the Trademark Security Agreements.

IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Interest to be executed by its duly authorized officer as of the date first written above.

THE CHASE MANHATTAN BANK
(f/k/a Chemical Bank)

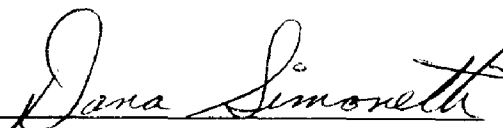
By: 
Name: C. T. MOORE
Title: MD

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 30 day of SEPT., 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared CRAIG T. MUCKE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name in subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity as MANAGING DIRECTOR OF CHASE MANHATTAN, and that by his/her signature on the instrument, the individual, or the person upon behalf on which the individual acted, _____, executed the instrument.



Notary Public

DANA SIMONETTI
Notary Public, State of New York
No. 01SI6011204
Qualified New York County
Commission Expires 08/03, 2001