



100958284

To the Honorable Commissioner of Patents and Trademarks: Please  
thereof.

copy

1. Name of conveying party(ies): 2/1/99  
**MSCL, Inc.**  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation -- **California**  
 Other  
 Additional names(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party(ies):  
 Name: **Canadian Imperial Bank of Commerce**  
 Internal Address: \_\_\_\_\_  
 Street Address: **425 Lexington Avenue**  
 City: **New York** State: **New York** Zip: **10017**  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other **Canadian Chartered Bank**

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 18, 1998**

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

B. Trademark registration No. (s)  
**1,620,888 1,620,436 1,463,940 1,725,096 1,463,941**  
 Yes  No

Additional numbers attached?

5. Name and address of party to whom correspondence  
 concerning document should be mailed:  
 Name: **Claudia Cantarella**  
 Internal Address: **Sidley & Austin**  
 Street Address: **875 Third Avenue**  
 City: **New York** State: **NY** Zip: **10022**

6. Total number of applications  
 and registrations involved:..... 5

7. Total fee (37 CFR 3.41): .....\$ **140.00**  
 Enclosed  
 Charge excess/credit overpayment to deposit account

8.  Authorized to be charged to Deposit account number:  
50-0643  
 (Attached duplicate copy of this page if paying by deposit account)

02/03/1999 DNGUYEN 00000252 1620000

01 FC:481 40.00 DP  
 02 FC:482 100.00 DP

DO NOT USE THIS SPACE

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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.*

Claudia Cantarella  
 Name of Person Signing

Signature

1/26/99  
 Date

Total number of pages comprising cover sheet 1

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

**Do not detach this portion**

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

Public burden reporting for this sample cover sheet is estimated to average 30 minutes per document  
 to be recorded, including time for reviewing the document and gathering the data needed, and completing  
 and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent  
 and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of  
 Management and Budget, Paperwork Reduction Project (0651-0011).

# MSCL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made as of September 18, 1998, by and between MSCL, INC., a California corporation doing business under the fictitious names of Encore and FilmCore (the "Grantor") and CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (in such capacity, the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement dated as of February 27, 1998 (as amended by Amendment No. 1, dated as of July 31, 1998 and Amendment No. 2, dated as of August 28, 1998, and as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Four Media Company, a Delaware corporation (the "Borrower"), the Lenders, Canadian Imperial Bank of Commerce, as issuer of certain letters of credit, the Administrative Agent, Union Bank of California, N.A., as documentation agent for the Lenders, Bank of America, NT&SA, as syndication agent for the Lenders, and Société Générale, as co-agent.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein, as evidenced by the Notes issued by the Borrower thereunder; and

WHEREAS, the Borrower is a party to the Stock Purchase Agreement dated as of September 15, 1998 among the Borrower, the Grantor, each of the Persons listed on Exhibit A thereto who are all the shareholders of the Grantor, and each person identified as the other member of each of FilmCore Editorial Los Angeles LLC, a California limited liability company ("FilmCore LA") and FilmCore Editorial San Francisco LLC, a California limited liability company ("FilmCore SF"; together with FilmCore LA, the "MSCL Subsidiaries"), pursuant to which the Borrower has agreed to acquire, directly or indirectly, all the issued and outstanding Capital Stock of each of the Grantor and the MSCL Subsidiaries (the "MSCL Acquisition");

WHEREAS, pursuant to the Credit Agreement, the Borrower is prohibited from completing the MSCL Acquisition without the consent of the Administrative Agent and the Required Lenders; and

WHEREAS, the Grantor has guaranteed the Obligations of the Borrower described above pursuant to the Guarantee, dated as of September 18, 1998 executed by the Grantor (as amended, supplemented or otherwise modified from time to time, the "Guarantee"); and

WHEREAS, it is a condition precedent to the obligation of the Lenders to consent to the completion of the MSCL Acquisition that the Grantor shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to consent to the completion of the MSCL Acquisition, the Grantor hereby agrees with and for the benefit of the Administrative Agent and the Lenders as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, all terms defined in Article 9 of the Uniform Commercial Code in effect as of the date hereof in the State of New York are used herein as defined therein as of the date hereof.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks and Patents. To secure the complete and timely payment, performance and satisfaction of all the Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all the Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith, and (e) all the Grantor's rights corresponding thereto throughout the world (all the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in

this paragraph 2(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, the patents and patent applications listed on Schedule B attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all patented technology and know-how, and (e) all the Grantor's rights corresponding thereto throughout the world (all the foregoing patents and patent applications, together with the items described in clauses (a)-(e) in this paragraph 2(ii), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(iii) rights under or interest in any trademark license agreements, service mark license agreements, or patent license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark, service mark, and patent license agreements listed on Schedule C attached hereto and made a part hereof, in each case to the extent assignable without violation thereof, together with any goodwill connected with and symbolized by any such trademark license agreements, service mark license agreements, or patent license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all the foregoing are hereinafter referred to collectively as the "Licenses").

3. Restrictions on Future Agreements. The Grantor will not, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Grantor further agrees that, without the Agent's prior written consent which will not be unreasonably withheld, it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect adversely affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with any material Trademarks, Patents, or Licenses, and in particular, the Grantor will not permit to lapse or become abandoned any Trademark, Patent, or License.

4. New Trademarks, Patents, and Licenses. The Grantor represents and warrants that (a) the Trademarks listed on Schedule A include all the registered trademarks, common law trademarks, trademark applications, registered service marks and service mark applications now owned or held by the Grantor, (b) the Patents listed on Schedule B include all the patents and patent applications now owned or held by the Grantor, (c) the Licenses listed on Schedule C include all the trademark license agreements, service mark license agreements, and patent license agreements under which the Grantor is the licensee or licensor and which are

material individually or in the aggregate to the operation of the business of the Grantor, and (d) other than the rights of any party to the Licenses with respect to the Trademarks and Patents, no Liens in such Trademarks, Patents, and Licenses have been granted by the Grantor to any Person other than the Agent. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, patents, patent applications, or patentable inventions, (ii) become entitled to the benefit of any patents, patent applications, trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, (iii) become entitled to the benefit of any patent, patent application, license or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent or License, or (iv) enter into any new trademark license agreement, service mark license agreement, or patent license agreement, the provisions of paragraph 3 above shall automatically apply thereto. The Grantor shall give to the Administrative Agent written notice of events described in clauses (i), (ii), (iii), and (iv) of the preceding sentence within 30 days of the occurrence of any such event. The Grantor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks, and service mark applications and Schedule B to include any future patents and patent applications owned or held by Grantor or to prepare this Agreement for filing with the Patent and Trademark Office and by amending Schedule C to include any trademark license agreement, service mark license agreement, and patent license agreement, in each case to which Grantor becomes a party, which are Trademarks, Patents, or Licenses under paragraph 2 above or under this paragraph 4, and (ii) by filing with the Patent and Trademark Office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A, B, or C thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, patents, and patent applications and trademark license agreements, service mark license agreements, and patent license agreements.

5. Royalties. The Grantor hereby agrees that the use by the Administrative Agent of the Trademarks, Patents, and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under paragraph 13 or pursuant to the Security Agreements shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent and the Lenders to the Grantor.

6. Further Assignments and Security Interests. The Grantor agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks, the Patents, or the Licenses without the prior and express written consent of the Administrative Agent.

7. Nature and Continuation of the Agent's Security Interest; Termination of the Administrative Agent's Security Interest; Release of Collateral. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, and Licenses and shall terminate only when the Obligations have been paid

in full in cash and the Credit Agreement and the Security Agreements have been terminated. Upon such termination and at the written request of the Grantor or its successors or assigns, and at the cost and expense of the Grantor or its successors or assigns, the Administrative Agent shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Administrative Agent's security interest in the Trademarks, the Patents, and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Security Agreements.

8. Duties of the Grantor. The Grantor shall have the duty (i) to prosecute diligently any material trademark application, service mark application, or patent application that is part of the Trademarks or Patents pending as of the date hereof or hereafter until the termination of this Agreement, (ii) to make any application for and diligently prosecute the registration of any trademark or service mark that the Grantor has not created as of the date hereof which the Administrative Agent, after consultation with the Grantor, reasonably determines may have significant value, and (iii) to make application on unpatented but patentable inventions. The Grantor further agrees (i) not to abandon any Trademark, Patent, or License without the prior written consent of the Administrative Agent if such abandonment would have a Material Adverse Effect, and (ii) to use its reasonable best efforts to obtain and maintain in full force and effect the Trademarks, the Patents, and the Licenses that are or shall be necessary or economically desirable in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. Neither the Administrative Agent[, the Documentation Agent] nor any of the Lenders shall have any duty with respect to the Trademarks, Patents, and Licenses. Without limiting the generality of the foregoing, neither the Administrative Agent[, the Documentation Agent] nor any of the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, or Licenses against any other parties, but the Administrative Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Obligations secured hereby.

9. The Administrative Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, and the Licenses and, if the Administrative Agent shall commence any such suit, the Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Administrative Agent for all actual costs and expenses incurred by the Administrative Agent in the exercise of its rights under this paragraph 9 (including, without limitation, reasonable fees and expenses of counsel for the Administrative Agent).

10. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by the Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the

undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to the Grantor specifying such suspension or waiver.

11. Severability. If any provision of this Agreement is held to be prohibited or unenforceable in any jurisdiction the substantive laws of which are held to be applicable hereto, such prohibition or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof and shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney. The Grantor agrees, upon the request of the Administrative Agent and promptly following such request, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement. The Grantor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in the Grantor's or the Administrative Agent's name, from and after the occurrence and during the continuance of an Event of Default, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, (i) to endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use, prosecution or protection of the Trademarks, the Patents, or the Licenses, (ii) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, the Patents, or the Licenses to anyone on commercially reasonable terms, (iii) to grant or issue any exclusive or nonexclusive license under the Trademarks, the Patents, or the Licenses, to anyone on commercially reasonable terms, and (iv) to take any other actions with respect to the Trademarks, the Patents or, to the extent permitted, the Licenses as the Administrative Agent deems in its own or the Lenders' best interest. The Grantor hereby ratifies all that such attorney shall lawfully do or, to the extent permitted, cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all the Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or the other Lenders under the Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, the Patents, or the Licenses may be located or deemed located. If an

Event of Default has occurred and is continuing and the Administrative Agent has elected to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks, Patents, and Licenses, the Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks, the Patents, and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All the Administrative Agent's rights and remedies with respect to the Trademarks, the Patents, and the Licenses, whether established hereby, by the Security Agreements, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that if an Event of Default has occurred and is continuing, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreements and any of the other Loan Documents. The Grantor agrees that any notification of intended disposition of any of the Trademarks, Patents, and Licenses required by law shall be deemed reasonable and properly given if given at least ten (10) days before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances.

14. Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of each of the Lenders and its nominees, successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that the Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

15. Governing Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the law (without regards to conflict of law provisions (other than Section 5-1401 of the General Obligations Law)) of the State of New York, except for perfection and enforcement of security interests and liens in other jurisdictions to the extent the law of another jurisdiction, is mandatorily applicable pursuant to the laws of such jurisdiction.

16. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 10.2 of the Credit Agreement.

17. Authority of Administrative Agent. The Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantor, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and the Grantor shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.



18. Termination; Release. Upon the repayment of all the Obligations in full and the termination of the Commitments, this Agreement shall terminate, and the Administrative Agent, at the request and expense of the Grantor, will promptly execute and deliver to the Grantor the proper instruments acknowledging the termination of this Agreement, and will duly assign, transfer and deliver to Grantor (without recourse and without any representation or warranty of any kind) such of the Collateral as may be in the possession of the Administrative Agent and has not theretofore been disposed of or otherwise applied or released.

19. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Lenders in respect of the Obligations is rescinded or must otherwise be restored or returned by such Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Grantor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, the Grantor or any substantial part of its assets, or upon the entry of an order by a bankruptcy court avoiding payment of such amount, or otherwise, all as though such payments had not been made.

20. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

22. Submission to Jurisdiction and Service of Process. The Grantor agrees that the terms of Section 10.12 of the Credit Agreement with respect to submission to jurisdiction and service of process shall apply equally to this Agreement.

23. Waiver of Bond. The Grantor waives the posting of any bond otherwise required of the Administrative Agent in connection with any judicial process or proceeding to realize on any of the Trademarks, Patents, or Licenses or any other security for the Obligations, to enforce any judgment or other court order entered in favor of the Administrative Agent, or to enforce by specific performance, temporary restraining order, or preliminary or permanent injunction, this Agreement or any other agreement or document between the Administrative Agent and the Grantor.

24. **WAIVER OF JURY TRIAL.** EACH OF THE GRANTOR AND THE ADMINISTRATIVE AGENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND THE GRANTOR ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. EITHER THE

**GRANTOR OR THE ADMINISTRATIVE AGENT MAY FILE AN ORIGINAL  
COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS  
WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE  
WAIVER OF THEIR RIGHT TO TRIAL BY JURY.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MSCL, INC.

By: 

Name: John Donlon

Title: President

CANADIAN IMPERIAL BANK OF COMMERCE,  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title: Executive Director

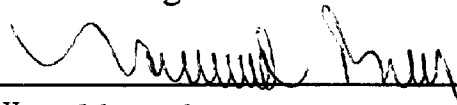
CIBC Oppenheimer Corp., as Agent

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MSCL, INC.

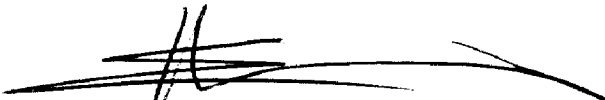
By: \_\_\_\_\_  
Name: John Donlon  
Title: President

CANADIAN IMPERIAL BANK OF COMMERCE,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Harold Birk  
Title: Executive Director  
CIBC Oppenheimer Corp., as Agent

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

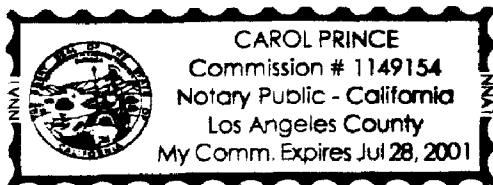
On the 3<sup>d</sup> day of <sup>December</sup> ~~November~~, 1998, before me personally came Harold Birk, to me known, who being by me duly sworn, did depose and say that he/she resides at 7 Danbury Avenue Westport, CT 06880; that he/she is a Executive Director of Canadian Imperial Bank of Commerce, the corporation described in and which accepted and agreed to the foregoing instrument; and that he/she signed his/her name thereto by authority of the board of directors of said corporation.

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

ELLIOT GANZ  
Notary Public, State of New York  
No. 30-4977857  
Qualified in Westport County  
Commission Expires Feb. 4, 1999

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF LOS ANGELES

On the 16<sup>th</sup> day of September, 1998, before me personally came John Donlon, to me known, who being by me duly sworn, did depose and say that he resides at 3658 Twin Lake Ridge, Westlake Village, CA; that he is the President of MSCL, Inc., the corporation described in and which accepted and agreed to the foregoing instrument; and that he signed his name thereto by authority of the board of directors of said corporation.



*Carol Prince*  
\_\_\_\_\_  
Notary Public

Schedule A  
to  
MSCL Intellectual Property Security Agreement

Dated as of September 18, 1998

**Trademarks, etc., and Applications**

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>
ELECTRONIC PIN REGISTRATION*	U.S.	Registered	73/762,266	1,620,888
ELECTRONIC PIN REGISTRATION*	U.S.	Registered	73/762,267	1,620,436
EPR*	U.S.	Registered	628,224	1,463,940
PRISM	U.S.	Registered	829,332	1,725,096
PRISM	U.S.	Registered	628,229	1,463,941

\*Instructed by MSCL to allow registrations to lapse. U.S. registrations for ELECTRONIC PIN REGISTRATION will expire in 2000; the U.S. registration for EPR will expire in 2007.

Schedule B  
to  
MSCL Intellectual Property Security Agreement

Dated as of September 18, 1998

**Patent Agreements**

<u>Title</u>	<u>Country</u>	<u>Status</u>	<u>Application No.</u>	<u>Patent No.</u>
Film Weave Correction System	U.S.	Granted	07/259,125	5,555,092
Film Weave Correction System	U.S.	Granted	08/265,049	5,430,478
Film Weave Correction System	U.S.	Granted	08/519,648	5,600,450
Method and Apparatus for Film Weave Correction	U.S.	Granted	64,998	4,823,204
Method and Apparatus for Correcting Video Color Signals	U.S.	Granted	07/159,587	4,954,881
Balanced Saturation Correction	U.S.	Granted	07/340,872	4,953,008



Schedule C  
to  
MSCL Intellectual Property Security Agreement

Dated as of September 18, 1998

**License Agreements**

1. Agreement effective April 1, 1996, between MSCL, Inc. and da Vinci Systems, Inc. for cross-license of MSCL's U.S. Patent Nos. 4,953,008 and 4,954,881 and da Vinci's U.S. Patent Nos. 4,597,006; 4,727,412; 4,782,384; 4,876,589; and Re. 34,169.
2. Agreement between Virtuosity and MSCL, Inc. for a license in perpetuity including any and all upgrades of "Chermox", "Edit Pro" or "Approach" or any other software written by Larry Chernoff for Virtuosity for use in the post production industry.