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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

ONE No. 0851-0011 (rev. 4-94)

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

1. Name of conveying party(ies):

BSMS Acquisition Co. Inc.
1266 Commonwealth Avenue
Allston, MA 02134

- Individual(s)
- General Partnership
- Corporation-State
- Other

- Association
- Limited Partnership

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

Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 12, 1995

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address:

Street Address: Broad and Chestnut Streets

City: Philadelphia State: PA ZIP: 19110

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

If assignee is not domiciled in the United States, a domestic representative design is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,305,221

Additional numbers attached? Yes No

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

Name: Michael J. Bevilacqua, Esq.

Internal Address: Hale and Dorr

Street Address: 60 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

Phone 617 526-6448

DO NOT USE THIS SPACE

Charge 40.00

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.

Michael J. Bevilacqua

Name of Person Signing

Michael J. Bevilacqua
Signature

5/10/99

Date

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20540

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Security agreement

"Document previously recorded at reel 1373 Frame 0721.
contained errors in property numbers (list incorrect property
numbers) 1305911. Document rerecorded to correct errors on
stated reel".

JUL 22 1995

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5.00 - 482
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



original documents or copy thereof.

1. Name of conveying party(ies):

BSMS Acquisition Co. Inc.
1266 Commonwealth Avenue
Allston, MA 02134

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

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- Association National Banking Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

74/673202	74/602096
74/668947	74/602095
74,607805	74/528875
74/506254	74/506029

B. Trademark Registration No.(s)

1,594,623	1,305,211
1,533,682	
1,346,843	

Additional numbers attached? Yes No

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

Name: Michael J. Bevilacqua, Esq.

Internal Address: Hale and Dorr

Street Address: 60 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41).....\$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

Michael J. Bevilacqua
Name of Person Signing

Michael J. Bevilacqua
Signature

July 25, 1995

Date

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

19

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

TRADEMARK

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7737.005(D&F)

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made and entered into as of the 12th day of July, 1995, between BSMS ACQUISITION CO., INC., a Delaware corporation (the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION, a national banking association (the "Secured Party").

Background

The Secured Party has agreed, pursuant to a Revolving Credit and Term Loan Agreement dated as of July 12, 1995 (the "Loan Agreement"), to make revolving credit and term loans in an aggregate principal amount of up to \$4,250,000 under the credit facilities described therein (collectively, the "Loan") to the Assignor, RKT Acquisition Co., and Videosmith, Incorporated (collectively, the "Debtors") against the Debtors' Revolving Credit Note in the principal amount of \$1,250,000 and Term Note in the principal amount of \$3,000,000 (collectively, the "Notes"; and together with the Loan Agreement, the "Agreements"). Capitalized terms not otherwise defined herein shall have the meaning given them in the Loan Agreement.

NOW, THEREFORE, in consideration of the undertakings of the Secured Party pursuant to the Loan Agreement and as an inducement to the Secured Party to make the Loan provided for in the Loan Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. Grant of Security Interest. Pursuant to and in confirmation of the terms and conditions of the Loan Agreement and as additional collateral security for the performance of the obligations under the terms and provisions of the Agreements, the Assignor hereby grants and conveys to the Secured Party and its successors and assigns, a security interest in and to all of the Assignor's right, title and interest existing in the trademarks which are registered or for which application for registration has been made with the United States Patent and Trademark Office in the name of the Assignor, as listed on Exhibit A attached hereto (as the same may be amended pursuant hereto from time to time), and in the trademarks hereafter acquired or filed by Assignor, including without limitation all renewals thereof, all proceeds of infringement suits to sue for past, present and future infringements and all rights corresponding thereto in the United States, together with any goodwill of the business in connection with which all such trademarks are used ("Trademarks").

2. Representations and Warranties. Except as set forth on Schedule 6.01(o) of the Loan Agreement, the Assignor represents and warrants to the Secured Party that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons) except for the subordinated liens of West Coast Video Enterprises, Inc. and its affiliates, and Resource Holdings Inc.;

(e) Assignor has the right to enter into this Trademark Security Agreement and perform its terms; and

(f) Assignor will use for the duration of this Trademark Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks.

3. New Trademarks. If before the Notes and all other obligations of Debtors pursuant to the Loan Agreement (the "Secured Indebtedness") shall have been paid in full, Assignor shall obtain rights to any new trademarks, the provisions of Section 1 shall automatically apply thereto and Assignor shall give the Secured Party prompt written notice thereof.

4. Covenants. Assignor covenants that until the Secured Indebtedness is fully satisfied:

(1) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of the Secured Party, Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Secured Party may reasonably deem necessary in obtaining the full benefits of this Trademark Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Assignor also hereby authorizes the Secured Party to file any such financing or continuation statement without the signature of Assignor to the extent permitted by applicable law. After an Event of Default, if any amount payable under or in connection with any of the Trademarks shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to the Secured Party hereunder, duly endorsed in a manner satisfactory to the Secured Party.

(b) Maintenance of Trademarks. Assignor will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify the Secured Party immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Assignor shall take appropriate action at its expense to halt the infringement of the Trademarks.

(c) Indemnification. Assignor assumes all responsibility and liability arising from the use of the Trademarks, and Assignor hereby indemnifies and holds the Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Assignor's operations of its business from the use of the Trademarks.

(d) Limitation of Liens on Trademarks. Assignor will not create, permit or suffer to exist, and will defend the Trademarks against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Trademarks.

(e) Notices. Assignor will advise the Secured Party promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Trademarks, (ii) of any material change in the composition of the Trademarks, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Trademarks or on the security interests created hereunder.

(f) Limitation on Further Uses of Trademarks. Assignor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Trademarks, without prior written consent of the Secured Party.

5. Remedies. Rights Upon Event of Default.

(a) Pursuant to this Trademark Security Agreement and as a condition to the Secured Party making the Loan, Assignor shall execute and deliver to the Secured Party a written Assignment of Trademarks (attached hereto as Exhibit B) (the "Assignment"). The Secured Party shall hold the Assignment in escrow until (i) such time as an Event of Default (as defined in the Loan Agreement) occurs and the Secured Party has elected to exercise its remedies hereunder and under the other Loan Documents (as defined in the Loan Agreement) or (ii) until the Assignor requests delivery of the Assignment pursuant to Section 6 hereof. Upon the occurrence of any such Event of Default and the exercise by the Secured Party of its remedies in respect

thereof, the Secured Party shall be entitled, without prior notice to the Assignor, to file the Assignment with the United States Patent and Trademark Office and shall have the right, at any time (but shall have no obligation) to take, in its name or in the name of the Assignor or otherwise, such actions as the Secured Party may, at any time or from time to time, deem necessary to sell, transfer and assign the Trademarks. If the Secured Party shall elect to exercise its rights hereunder and under the Assignment, the United States Patent and Trademark Office shall have the right to rely upon the Secured Party's written statement of the Secured Party's right to sell, assign and transfer the Trademarks and the Assignor hereby irrevocably authorizes the United States Patent and Trademark Office to recognize such sale by the Secured Party either in the Assignor's name or in the Secured Party's name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by Assignor under the Agreements.

(b) If an Event of Default shall occur and be continuing, all payments received by Assignor under or in connection with any of the Trademarks shall be held by Assignor in trust for the Secured Party, shall be segregated from other funds of Assignor and shall forthwith upon receipt by Assignor, be turned over to the Secured Party, in the same form as received by Assignor (duly indorsed by Assignor to the Secured Party, if required), and any and all such payments so received by the Secured Party (whether from Assignor or otherwise) shall be applied in whole or in part by the Secured Party against all or any part of the Secured Indebtedness in such order as the Secured Party shall elect. Any balance of such payments held by the Secured Party and remaining after payment in full of all the Secured Indebtedness shall be paid over to Assignor or to whomsoever may be lawfully entitled to receive the same.

(c) If any Event of Default shall occur and be continuing, the Secured Party may exercise in addition to all other rights and remedies granted to it in this Trademark Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Indebtedness, all rights and remedies of a secured party under the Uniform Commercial Code. Assignor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Trademarks are insufficient to pay all amounts to which the Secured Party is entitled. Assignor shall also be liable for the reasonable fees of any attorneys employed by the Secured Party to collect any such deficiency and also as to any reasonable attorneys' fees incurred by the Secured Party with respect to the collection of any of the Secured Indebtedness and the enforcement of any of the Secured Party's respective rights hereunder.

6. Termination. Upon payment and satisfaction in full of the indebtedness and obligations incurred under the

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Agreements, the Secured Party shall, at Assignor's expense, release the security interest in the Trademarks granted hereunder and execute and deliver such instruments and other documents and take such further actions as may be necessary to carry out such release, including (a) cancellation of this Agreement by written notice (in substantially the form of Exhibit C attached hereto), executed on behalf of the Secured Party, to the United States Patent and Trademark Office and (b) delivery of the Assignment to the Assignor.

7. Notices. Notices that may or are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses designated below, or such other address as the Assignor and the Secured Party may designate in writing by notices similarly sent.

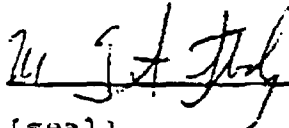
8. Governing Law and Severability. This Agreement and the Assignment shall be construed according to the laws of the Commonwealth of Pennsylvania and if any of its provisions are judicially determined to be in conflict with any law of the Commonwealth of Pennsylvania or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Agreement or the Assignment.

9. Successors and Assigns. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed in favor of the Secured Party by its duly authorized officer as of the July 12, 1995.

ATTEST:

BSMS ACQUISITION CO., INC.



By: Robert C. Standley III
Title: Chairman

[seal]

Address for Notices:
9990 Global Foad
Philadelphia, PA

Telecopier No. (215) 677-5804
Attention: T. Kyle Standley,
Vice President
Telephone No. (215) 677-1000

[Signatures Continued on Next Page]

[Signatures Continued from Previous Page]

PNC BANK, NATIONAL ASSOCIATION

By: *Olando Eyo*
Title: *Vice Pres*

Address for Notices:
Suite 200, 1000 Westlakes Dr.
Berwyn, PA 19312

Telecopier No. (610) 640-4914
Attention: Charlene Massih
Telephone No. (610) 640-4900

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

On the 13th day of July, 1995, before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared Carl W. Strickland, III who acknowledged himself to be the Chairman of BSMS ACQUISITION CO., INC., a corporation, and that he, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the names of the corporations by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.

Linda R. Koetke
Notary Public

My Commission Expires:
NOTARIAL SEAL
LINDA R. KOETKE, Notary Public
Philadelphia, Delaware County
Notary Public, Commission Expires 07/12/95

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

On the 12th day of JULY, 1995, before me, the
subscriber, a Notary Public in and for the Commonwealth and
County aforesaid, personally appeared ORLANDO ESPARTE,
who acknowledged himself to be the VICE PRESIDENT of PNC BANK,
NATIONAL ASSOCIATION, a national banking association, and that
he, being authorized to do so, executed the foregoing Agreement
for the purposes therein contained by signing the name of the
national banking association by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.

Linda R. Koethe
Notary Public

My Commission Expires:
NOTARIAL SEAL
LINDA R. KOETHE Notary Public
Philadelphia, Delaware County
My Commission Expires November 01, 1998

EXHIBIT ATRADEMARKS

Exhibit A to the Trademark Security Agreement dated as of July 12, 1995, by and between BSMS ACQUISITION CO., INC. and PNC BANK, NATIONAL ASSOCIATION.

<u>Reg. No. or Application No.</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
1,594,623	West Coast Video plus design	U.S.A.	05/01/90
1,533,682	West Coast Video	U.S.A.	04/04/89
1,346,843	West Coast Video	U.S.A.	07/02/85
1,305,221	National Video Design	U.S.A.	11/13/84
1,549,532	More Copies of the Hits	U.S.A.	7/25/89
74/673202	All the Enter- tainment You Need	U.S.A.	5/2/95
74/668947	Code Busters	U.S.A.	5/2/95
74-607,805	The Only Game in Town!	U.S.A.	10/7/94
74-606,254	Power Trade	U.S.A.	11/22/94
74-602,096	Power Bonus Points	U.S.A.	11/22/94
74-602,095	Power Pack	U.S.A.	11/22/94
74-528,875	Game Power Headquarters	U.S.A.	5/24/94
74-506,029	In Channel	U.S.A.	3/28/94
753606	Game Power Headquarters	Canada	5/12/94

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EXHIBIT BTRADEMARK ASSIGNMENT

This Assignment of Trademarks ("Assignment") is made this 12th day of July, 1995 by BSMS ACQUISITION CO., INC., a Delaware corporation (the "Assignor"), to PNC BANK, NATIONAL ASSOCIATION, a national banking association ("Secured Party"), pursuant to the Trademark Security Agreement dated as of July 12, 1995 by and between Assignor and Secured Party (the "Trademark Security Agreement").

Background

Section 5(a) of the Trademark Security Agreement provides that Assignor shall execute a written assignment of the Trademarks listed on Exhibit A thereto (attached hereto as Exhibit 1A) and deliver such assignment to Secured Party to be held in escrow until such time as (a) an Event of Default (as defined in the Revolving Credit and Term Loan Agreement dated as of July 12, 1995 by and between the Assignor, RKT Acquisition Co., and Videosmith, Incorporated (collectively, the "Debtors") and the Secured Party) shall occur and the Secured Party has elected to exercise its remedies in respect thereof, or (b) the Assignor requests delivery of the assignment pursuant to Section 6 of the Trademark Security Agreement.

1. Assignment. Assignor hereby assigns to Secured Party and its successors and assigns, the Trademarks referred to in Exhibit 1A together with any goodwill of the business in connection with which such Trademarks are used, and registrations and applications therefor (collectively, the "Assigned Material").

2. Amendment. The provisions of this Assignment shall be read cumulatively with the provisions of Sections 2, 3, 4, 5, 7, 8 and 9 of the Trademark Security Agreement. This Assignment amends the Trademark Security Agreement by deleting Sections 1 and 6 of the Trademark Security Agreement which Sections 1 and 6 shall be of no further force or effect in respect of the Assigned Material.

3. No Other Assignment. Assignor warrants and represents that it has made no other assignment or disposition of the Assigned Material other than in favor of Secured Party.

4. Right to File. Upon the occurrence of an Event of Default and the election by the Secured Party to exercise its remedies in respect thereof, Secured Party shall be entitled, without prior notice to the Assignor, to file this Assignment with the United States Patent and Trademark Office and shall have the right, at any time (but shall have no obligation) to take, in

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its name or in the name of the Assignor or otherwise, such actions as the Secured Party may, at any time or from time to time, deem necessary to sell, transfer and assign the Assigned Material.

5. Reliance. If the Secured Party shall elect to exercise its rights hereunder and under the Assignment, the United States Patent and Trademark Office shall have the right to rely upon the Secured Party's written statement of the Secured Party's right to sell, assign and transfer the Assigned Material and the Assignor hereby irrevocably authorizes the United States Patent and Trademark Office to recognize such sale by the Secured Party either in the Assignor's name or in the Secured Party's name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the Assignor under the Agreements.

6. Notices. Notices that may or are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses designated below, or such other address as the Assignor and the Secured Party may designate in writing by notices similarly sent.

7. No Further Assignments. The Assignor shall not further assign, transfer or convey its interests in the Assigned Material without the prior written consent of the Secured Party.

8. Governing Law and Severability. This Assignment shall be construed according to the laws of the Commonwealth of Pennsylvania and if any of its provisions are judicially determined to be in conflict with any law of the Commonwealth of Pennsylvania or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Assignment.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be signed by its officer thereunto duly authorized, and its corporate seal to be hereto affixed and attested by its

said officer this 12th day of July, 1995.

ATTEST:

BSMS ACQUISITION CO., INC.

By: _____

Title: _____

[seal]

Address for Notices:

9990 Global Road
Philadelphia, PA

Telecopier No. (215) 577-5804

Attention: T. Kyle Sandley,
Vice President

Telephone No. (215) 677-1000

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TRADEMARK

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