

12/20/99

03-28-2000  
101299086

TRADEMARKS ONLY

TRADEMARKS ONLY

To the Honorable Ct.  
Please record the attached original document

1. Name of Party(ies) conveying an interest:  
Imperial Bank  
11468 Sorrento Valley Road  
San Diego, California 92121

Entity:

Individual(s)       Association

General Partnership       Limited Partnership

Corporation -

Other - California Chartered Bank

3. Interest Conveyed.

Assignment     Change of Name

Security Agreement       Merger

Other - Release of Intellectual Property Collateral

Execution Date - November 24, 1999

2. Name and Address of Party(ies) receiving an interest:  
Name: Prima Communications, Inc.

Address: 3875 Atherton Road  
Rocklin, California 95765

Entity:

Individual(s)       Association

Corporation -California       General Partnership       Limited Partnership

Other -

Citizenship

If not domiciled in the United States, a domestic representative designation is attached:

Yes

No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached?       Yes       No

A. Trademark Application No.(s)  
SEE EXHIBIT A

B. Trademark Registration No.(s)

5. Please mail documents back to:

Barry P. Golob  
Pillsbury Madison & Sutro LLP  
1100 New York Avenue, N.W.  
Washington, D.C. 20005-3918

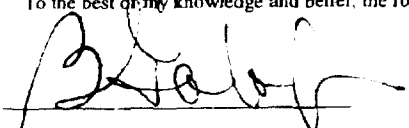
6. Number of applications and registrations involved: 39

7. Amount of fee enclosed: \$990.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 42075 / 0000004  
C# M#

DO NOT USE THIS SPACE

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.

  
Signature

|  |   |
|--|---|
| Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet) | 5 |
|--|---|

Attorney: Barry P. Golob  
Date: December 20, 1999  
Atty/Sec: BPG/jp

Tel: (202) 861-3679  
Fax: (202) 822-0944

## TRADEMARK REGISTRATION AND PENDING APPLICATIONS

| Mark:                            | Class: | List of Registration/Serial #: | Filing Date: | Issuance Date: | 1st Use Date: | Country:   |
|----------------------------------|--------|--------------------------------|--------------|----------------|---------------|------------|
| In a Weekend                     | 16     | 2,180,203                      | 4/1/97       | 8/11/98        | 4/27/96       | U.S.       |
| Game Buster                      | 16     | 74/679469                      | 5/23/95      | 9/9/97         | 5/1/95        | U.S.       |
| Game Buster - Get A Clue!        | 16     | 74/679472                      | 5/23/95      | 10/22/96       | 5/1/95        | U.S.       |
| Lean and Luscious                | 16     | 74-641164                      | 3/2/95       | 1/2/96         | 1/1/87        | U.S.       |
|                                  | N/A    | 818246                         | 7/12/96      | 11/31/97       | 1/1/87        | Canada     |
|                                  | 16     | 2032107                        |              | 8/31/95        |               | U.K.       |
| The Natural Pharmacist           | 16     | Pending                        | 3/4/97       | Pending        |               | U.S.       |
| Natural Places (& Design)        | 16     | 75-012226                      | 10/30/95     | 2/11/97        | 4/24/96       | U.S.       |
| Natural Places                   | 16     | 75/01225                       | 10/30/95     | 1/21/97        | 4/24/96       | U.S.       |
| P PRIMA                          | 16     | 74/635,666                     | 9/4/86       | 4/9/96         | 8/18/86       | U.S.       |
|                                  | N/A    | 818245 / 26298/001             | 7/15/96      | Pending        | 5/1/92        | Canada     |
|                                  | 16     | 662130                         | 5/24/95      | 11/21/97       |               | Australia  |
|                                  | 16     | 2030729                        | 8/17/95      | 9/11/98        |               | U.K.       |
| PRIMA ONLINE & DESIGN            | 16     | 74/691387                      | 6/16/95      | 2/4/97         | 6/9/95        | U.S.       |
| PRIMA PUBLISHING                 | 16     | 74/663,427                     | 4/19/95      | 4/16/96        | 2/1/84        | U.S.       |
| Proteus & Design                 | 16     | 74/635662                      | 2/17/95      | 10/29/96       | 8/1/95        | U.S.       |
|                                  |        | TMA464,092                     | 8/25/95      | 10/11/96       |               | Canada     |
|                                  | 16     | 663130                         | 6/5/95       | 12/6/96        |               | Australia  |
|                                  | 16     | 2030722                        | 8/17/95      | 8/17/95        |               | U.K.       |
| Road Trip Adventures             | 16     | 74/679471                      | 5/23/95      | 12/17/96       | 8/1/95        | U.S.       |
| Road Trip Adventures & Design    | 16     | 74/679470                      | 5/23/95      | 10/22/96       | 8/1/95        | U.S.       |
| Secrets of the Game              | 16     | 74/224,734                     | 11/22/91     | 9/29/92        | 9/17/90       | U.S.       |
|                                  |        | 818244 / 2045947               | 7/18/96      | 11/22/95       |               | Canada     |
|                                  | 16     | 662129                         | 5/24/95      | 11/14/97       |               | Australia  |
|                                  | 16     | 2045947                        | 4/10/96      | 7/25/97        |               | U.K.       |
|                                  | 16     | 219519                         | 3/9/98       | 11/30/98       |               | Eup. Comm. |
| Secrets of the Game & Design     | 16     | 74/663,426                     | 4/19/95      | 5/28/96        | 7/20/92       | U.S.       |
| VLG & Design                     | 16     | 74/679,473                     | 5/23/95      | 2/25/97        | 1/20/92       | U.S.       |
|                                  | 16     | 2045943                        | 1/27/97      | 8/1/97         |               | U.K.       |
| The Most Trusted Name in Games   | 16     | Pending                        | 12/10/97     | Pending        |               | U.S.       |
| In A Weekend (& Design)          | 16     | 75/583631                      | 11/5/98      | Pending        | 1/8/97        | U.S.       |
| In A Weekend (& Design On Spine) | 16     | 75/583625                      | 11/5/98      | Pending        | 1/8/97        | U.S.       |
| Prima Health                     | 16     | 75/583575                      | 11/5/98      | Pending        | 2/18/98       | U.S.       |

EXHIBIT A

TRADEMARK REGISTRATION AND PENDING APPLICATIONS

|                       |            |                 |  |         |         |         |         |
|-----------------------|------------|-----------------|--|---------|---------|---------|---------|
| Fast & Easy           | 16         | 75/583199       |  | 11/5/98 | Pending | 4/9/97  | U.S.    |
| P PRIMA               | 16, 41, 42 | 399 12 189.7/16 |  | 3/3/99  | Pending |         | Germany |
| P PRIMA (Deutschland) | 16, 41, 42 | 399 12 190.0/16 |  | 3/3/99  | Pending |         | Germany |
| P PRIMA Games         | 16         | 75/655499       |  | 3/8/99  | Pending | 1/27/99 | U.S.    |
| PRIMA GAMES           | 16         |                 |  | 6/21/99 | Pending | 1/27/99 | U.S.    |
| FAST & EASY           | 16         |                 |  | 6/21/99 | Pending | 4/9/97  | U.S.    |

**RELEASE OF INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF INTELLECTUAL PROPERTY COLLATERAL, ("Release") is made as of November 24, 1999 by Imperial Bank, a California Chartered Bank ("Secured Party"), the secured party under that certain INTELLECTUAL PROPERTY SECURITY AGREEMENT referred to below.

WITNESSETH:

WHEREAS, Prima Communications, Inc., a California corporation ("Borrower" or "Assignor"), executed that certain Intellectual Property Security Agreement dated as of June 15, 1999 (the "Security Agreement"), pursuant to which Borrower granted a security interest to Secured Party in certain intellectual property owned and registered by Borrower; and

WHEREAS, the Security Agreement was recorded with the Assignment Branch of the United States Patent and Trademark Office on July 26, 1999 at Reel 1935, Frame 0076; and

WHEREAS Secured Party has agreed to release its lien under the Security Agreement in the collateral identified on Exhibit A attached hereto and made a part hereof (the "Released Intellectual Property Collateral"):

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby releases its lien under the Security Agreement in the Released Intellectual Property Collateral.

Secured Party hereby represents and warrants that it has not transferred its lien under the Security Agreement in the Released Intellectual Property Collateral to any other party.

IN WITNESS WHEREOF, Secured Party has caused this release to be duly executed on the date first above written.

IMPERIAL BANK

By: [Signature]  
Name: MICHAEL E. BASAMUS  
Title: SENIOR VICE PRESIDENT

STATE OF CALIFORNIA, )  
County of Sacramento ) ss.

On November 24, 1999, before me, Marie A. Deaton, a Notary Public in and for the State of California, personally appeared Michael E. Basamus personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the within instrument in his or her authorized capacity and that, by his or her signature on the within instrument, the person or entity upon behalf of which he or she acted executed the within instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

