

03-13-2002



FORM PTO-1584

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-31-92

TRADEMARKS ONLY

Tab settings →→→

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

1. Name of conveying party(ies):

TV-Loonland AG

- Individual(s)
- General Partnership
- Corporation - German
- Other:

- Association
- Limited Partnership

Additional name(s) of conveying parties attached? Yes No

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

Name: Barclays Bank Plc
Address: 5 The North Colonnade
Canary Wharf
London E14 4BB, England

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - England
- 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(s) attached: Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:

- Merger
- Change of Name

Effective Date: September 19, 2001

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

A. Trademark Application No.(s)

75/851,799
75/740,822
75/740,819
75/608,747

B. Trademark Registration No.(s)

2,271,142

Additional Numbers attached? Yes No

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

Name: Jonathan D. Reichman, Esq.
Address: KENYON & KENYON
One Broadway
New York, New York 10004

6. Total number of applications and registrations involved: 5

7. Total fee (37 C.F.R. 3.41) \$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-0600

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.

Jonathan D. Reichman
Name of Person Signing

Signature

11/12/01
Date

Total number of pages comprising cover sheet:

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 DC 20231

Public burden reporting for this sample cover sheet is estimated to average about 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 (0605-0011), Washington, D.C. 20503

03/12/2002 GTDN11 00000153 110600 75851799

01 FC:481 40.00 CH
02 FC:482 00.00 CH

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "**Agreement**") is entered into and effective this 19th day of September, 2001, and is by and between TV-LOONLAND AG, a company incorporated under the laws of Germany, registered in the Commercial Register of the Local Court of Munich with registered number HRB 129612, having a principal place of business at Münchener Strasse 16, D-85774 Unterföhring/München, Germany (the "**Debtor**"), and BARCLAYS BANK PLC, a company incorporated under the laws of England, having a principal place of business at 5 The North Colonnade, Canary Wharf, London E14 4BB, England, as Facility Agent for the Finance Parties identified below (in that capacity, the "**Agent**").

WITNESSETH:

WHEREAS, Debtor, Agent and certain third parties (collectively, the "**Finance Parties**") are concurrently entering into a €50,000,000 multicurrency revolving credit agreement dated 6th August, 2001 (the "**Credit Agreement**"); and

WHEREAS, as a condition precedent to the obligations of Agent and Finance Parties under the Credit Agreement, Debtor and Agent are concurrently entering into a security agreement dated 6th August, 2001 (the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, Debtor is granting a security interest in, *inter alia*, various intangible assets, including without limitation trademarks, trade names, service marks and registrations and applications in respect thereto (collectively, the "**Trademarks**"); and

WHEREAS, Agent wishes to become a secured creditor with respect to the Trademarks, all pending applications therefor (the "**Applications**"), and all registrations issued thereon (the "**Registrations**"), in the United States, and with respect to the goodwill of Debtor's business symbolized by and associated with the Trademarks, Applications and Registrations, and Debtor agrees to create in Agent a secured and protected interest in the Trademarks, Applications and Registrations, and the goodwill associated therewith,

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Agent hereby agree as follows:

1. Debtor hereby grants to Agent, for the benefit of Finance Parties, on the terms and conditions set forth in the Security Agreement, and to secure Debtor's obligations secured under the Security Agreement, a lien on and security interest in and to all of Debtor's right, title and interest in and to each of the Trademarks which are presently or in the future may be owned or used by Debtor in conducting its business, including, without limitation, the Trademarks specifically identified in Schedule "A" attached hereto; all common law rights therein (which, for purposes of this Agreement, shall be deemed incorporated by reference in and a part of the definition of Trademarks); all federal and state Applications and Registrations therefor, heretofore and hereafter granted, including, without limitation, those Applications and

Registrations specifically identified in Schedule "B" attached hereto; and further including the goodwill of Debtor's business symbolized thereby and associated therewith.

2. This security interest has been granted in conjunction with the security interest granted to Agent under the Security Agreement for the benefit of Finance Parties.

3. Debtor does hereby further acknowledge and affirm that all rights and remedies of Agent under this Agreement are without prejudice to, and in addition and cumulative to, those set forth in the Security Agreement, all of the terms and provisions of which are hereby incorporated herein by this reference and made a part hereof. In the event that any provisions of this Agreement are deemed to conflict with any provisions of the Security Agreement, the provisions of the Security Agreement shall govern and control.

4. Upon occurrence of a default under the Security Agreement which is continuing, and upon Agent's request, Debtor agrees to promptly execute and deliver an assignment or assignments to Agent of Debtor's entire right, title and interest in and to each of the Trademarks, Applications and Registrations then existing, including, without limitation, those listed in Schedules "A" and "B" attached hereto, along with the goodwill of Debtor's business symbolized thereby and associated therewith. Such assignment or assignments shall be executed by Debtor in a form and content prepared by Agent.

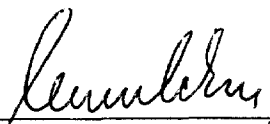
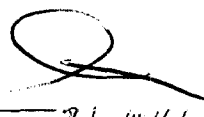
5. This Agreement or any provisions hereof may be changed, waived or terminated only in accordance with the amendment provisions of the Security Agreement.

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

SIGNATORIES

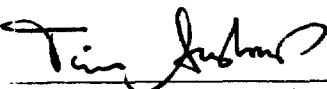
Debtor

TV-LOONLAND AG

By:  
Name: Carl Woebckner Peter Volkte
Title: CFO CEO

Agent

BARCLAYS BANK PLC, as Agent, for and on behalf of the Finance Parties

By: 
Name: TIM AUSTROP
Title: ASSOCIATE DIRECTOR

SCHEDULE A

LITTLE WITCH

FAT DOG MENDOZA

THE CRAMP TWINS

ANGEL WINGS

SALTY'S LIGHTHOUSE

TRADEMARK
REEL: 002459 FRAME: 0324

SCHEDULE B

<u>MARK</u>	<u>APPLICATION/ REGISTRATION NO.</u>	<u>FILING / REGISTRATION DATE</u>
LITTLE WITCH	75/851,799	November 17, 1999
FAT DOG MENDOZA	75/740,822	June 30, 1999
THE CRAMP TWINS	75/740,819	June 30, 1999
ANGEL WINGS	75/608,747	December 18, 1998
SALTY'S LIGHTHOUSE	2,271,142	August 17, 1999