

05-28-2002



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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):
Rysher Entertainment, L.L.C.
See Attached List 5-13-02

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

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

2. Name and address of receiving party(ies)
Name: JP Morgan Chase Bank
Internal Address:
Street Address: 1106 Avenue of the Americas
City: NY State: NY Zip: 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank, corporation of New York

05-13-2002
U.S. Patent & TMOs/TM Mail Rcpt Dt. #66

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: May 7, 2002

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,904,707
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Joanne Desiva
Internal Address: Morgan, Lewis and Bockius LLP
Street Address: 101 Park Avenue
City: NY State: NY Zip: 10178

6. Total number of applications and registrations involved: 17
7. Total fee (37 CFR 3.41).....\$ 440.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
13-4520
(Attach duplicate copy of this page if paying by deposit account)

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.

Meital Kasni
Name of Person Signing

[Signature]
Signature

5/10/02
Date

Total number of pages including cover sheet, attachments, and document: 18

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

05/24/2002 00000054 1904707

SEP 28 '01 14:08

2024577 TRADEMARK
REEL: 002514 FRAME: 0047

Trademarks

Trademark	Registration Number	Registration Date	Jurisdiction Where Issued/Registered	Registrant	Material Licenses, etc.
Bing Crosby Productions, Inc.	1,629,838 Expired- Rysher is re- applying.	1/1/91	Federal (now expired)	Bing Crosby Productions, Inc. (now Bing Crosby Productions, LLC)	None.
Rysher Entertainment	1,904,707	7/11/95	Federal	Rysher Entertainment, L.L.C.	None.
Television Program Enterprises	1,526,157	02/21/89	Federal	Rysher Entertainment, L.L.C.	None.
S.O.F.: Special Ops Force	2,267,908	08/03/99	Federal	Rysher Entertainment, L.L.C.	None.
Nash Bridges	2,174,650	07/21/98	Federal	Rysher Entertainment, L.L.C.	None.
Star Search	2,482,630	08/28/01	Federal	Rysher Entertainment, L.L.C.	None.
Strange Universe	2,139,040	02/24/98	Federal	Rysher Entertainment, L.L.C.	None.
VR.5 and Design	2,028,244	01/07/97	Federal	Rysher Entertainment, L.L.C.	None.
VR.5 (Stylized)	2,024,949	12/24/96	Federal	Rysher Entertainment, L.L.C.	None.
Runaway with the Rich and Famous	1,681,490	03/31/92	Federal	Rysher Entertainment, L.L.C.	None.
Preview the Best of the New	1,961,214	03/12/96	Federal	Rysher Entertainment, L.L.C.	None.
Lifestyles of the Rich and Famous	1,581,957	02/06/90 Renewed (09/12/00)	Federal	Rysher Entertainment, L.L.C.	None.
The Rich and Famous 1987 World's Best	1,490,712	05/31/88	Federal	Rysher Entertainment, L.L.C.	None.
Start of Something Big	1,455,790	09/01/87	Federal	Rysher Entertainment, L.L.C.	None.

1-NY/1413183

1-NY/1413183

TRADEMARK
REEL: 002514 FRAME: 0048

Fame Fortune & Romance	1,450,087	07/28/87	Federal	Rysher Entertainment, L.L.C.	None.
Hogan's Heroes	1,551,696	08/15/89	Federal	Bing Crosby Productions, Inc.	None.**
Hogan's Heroes	2,055,298	4/22/97	Federal	Bing Crosby Productions, Inc.	None.**

** Pursuant to an option agreement between Bing Crosby Productions and Revolution Studios Development Company, LLC, which agreement is still being negotiated, certain remake rights are being licensed by Bing Crosby Productions to Revolution Studios Development Company, LLC.

LIST OF CONVEYING PARTIES

Rysher Entertainment, L.L.C.
Bing Crosby Productions, LLC
ASCO Music, LLC
BEEPEE Music, LLC
Rysher Music, LLC
Rysher Songs, L.L.C.

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, Rysher Entertainment, L.L.C., a Delaware limited liability company (the "Borrower"), and the Guarantors referred to in the Credit Agreement (as hereinafter defined) (the Borrower and the Guarantors being collectively referred to as the "Pledgors"), now own or hold and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, pursuant to that certain Credit, Security, Guaranty and Pledge Agreement, dated as of May 7, 2002 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among the Borrower, the Guarantors referred to therein, the Lenders referred to therein (the "Lenders") and JPMorgan Chase Bank, as agent for the Lenders (the "Administrative Agent"), the Lenders have agreed to make loans to the Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, the Pledgors have granted to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in and to all personal property of the Pledgors including, without limitation, all right, title and interest of the Pledgors in, to and under all of the Pledgors' Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (such term being used herein as defined in the Credit Agreement); and

WHEREAS, Administrative Agent and Pledgors by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors do hereby grant to the Administrative Agent (for the benefit of itself and the Lenders), as security for the Obligations, a

continuing security interest in all of the Pledgors' right, title and interest in, to and under the following (all of the following items (i-iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgors:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgors against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgors agree to deliver updated copies of Schedule A and Schedule B to the Administrative Agent at the end of any quarter in which the Pledgors register or otherwise adopt or acquire any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgors, such further instruments or documents (in form and substance satisfactory to the Administrative Agent), and promptly perform, or cause to be promptly performed, upon the request of the Administrative Agent, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Administrative Agent, to carry out the provisions and purposes of the Credit Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Administrative Agent (for the benefit of itself and the Lenders) granted pursuant to the Credit Agreement, this Trademark Security Agreement, and the other Fundamental Documents (as defined in the Credit Agreement) in the Trademark Collateral or any portion thereof.

The Pledgors agree that if any person, firm, corporation or other entity shall do or perform any act(s) which the Administrative Agent believes constitute an infringement of any Trademark, or violate or infringe any right of the Pledgors, the Administrative Agent or the Lenders therein or if any person, firm, corporation or other entity shall do or perform any acts which the Administrative Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, upon thirty (30) days' prior written notice to the Pledgors (or if an Event of Default (as defined in the Credit Agreement) is at the time continuing, then without notice), the Administrative Agent may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Administrative Agent may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Administrative Agent may take

such steps or institute such suits or proceedings in its own name or in the name of the Pledgors or in the names of the parties jointly. The Administrative Agent hereby agrees to give the Pledgors notice of any steps taken, or any suits or proceedings instituted, by the Administrative Agent pursuant to this paragraph and the Pledgors agree to assist the Administrative Agent with any steps taken, or any suits or proceedings instituted by the Administrative Agent pursuant to this paragraph at the Pledgor's sole expense.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of itself and the Lenders) pursuant to the Credit Agreement. Each of the Pledgors and the Administrative Agent does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for the benefit of itself and the Lenders) with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is made for collateral purposes only. At such time as all Commitments under the Credit Agreement have terminated and all Obligations (as defined in the Credit Agreement) have been indefeasibly paid in full and performed, the Administrative Agent (on behalf of itself and the Lenders), shall execute and deliver to the Pledgors, at the Pledgors' expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Administrative Agent (for the benefit of itself and the Lenders) in the Trademark Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to the terms hereof or of the Credit Agreement.

Subject to the terms and conditions of the Credit Agreement, the Administrative Agent (on behalf of itself and the Lenders) agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Administrative Agent gives written notice to the Pledgors of its intention to enforce its rights against any of the Trademark Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of the Credit Agreement and the other Fundamental Documents to which it is a party, the Pledgors may use, license and exploit the Trademark Collateral in any lawful manner permitted under the Credit Agreement and the other Fundamental Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF, the Pledgors have caused this Trademark Security Agreement to be duly executed as of May 7, 2002.

RYSHER ENTERTAINMENT, L.L.C.

By: *Tim Heffert*
Name: *TIM HEFFERT*
Title: *CHIEF EXECUTIVE OFFICER*

BING CROSBY PRODUCTIONS, LLC

By: *Tim Heffert*
Name: *TIM HEFFERT*
Title: *CHIEF EXECUTIVE OFFICER*

ASCO MUSIC, LLC

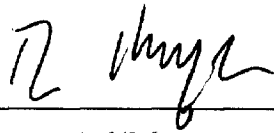
By: *Tim Heffert*
Name: *TIM HEFFERT*
Title: *CHIEF EXECUTIVE OFFICER*

BEEPEE MUSIC, LLC

By: *Tim Heffert*
Name: *TIM HEFFERT*
Title: *CHIEF EXECUTIVE OFFICER*

RYSHER MUSIC, L.L.C.

By: *Tim Heffert*
Name: *TIM HEFFERT*
Title: *CHIEF EXECUTIVE OFFICER*

By: 
Name: TIM HELSET
Title: CHIEF EXECUTIVE OFFICER

Accepted:

JPMORGAN CHASE BANK, as Administrative Agent

By: _____
Name:
Title:

RYSHER SONGS, L.L.C.

By: _____

Name:

Title:

Accepted:

JPMORGAN CHASE BANK, as Administrative Agent

By: _____

Name:

Title: Dennis Heffernan, VP

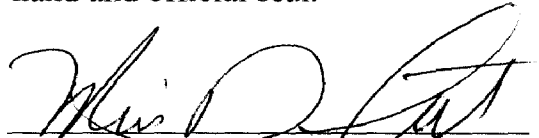
STATE OF CALIFORNIA)
 : SS.:
COUNTY OF Los Angeles)

On this the 7 day of MAY, 2002, before me,
MARVIN DEAN STEWART, the undersigned Notary Public, personally appeared
TIM HEFFET,

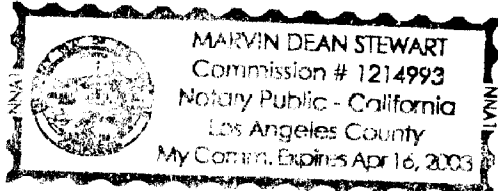
personally known to me,

proved to me on the basis of satisfactory evidence, to be the
CHIEF EXECUTIVE OFFICER of the limited liability company known as Rysher Entertainment,
L.L.C. who executed the foregoing instrument on behalf of the limited liability company and
acknowledged that such limited liability company executed it pursuant to a resolution of its
Members.

WITNESS my hand and official seal.



Notary Public



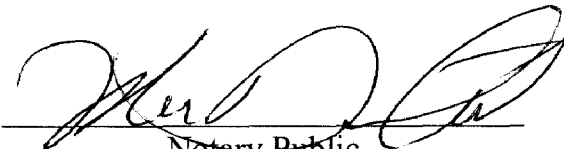
STATE OF CALIFORNIA)
 : ss.:
COUNTY OF LOS ANGELES)

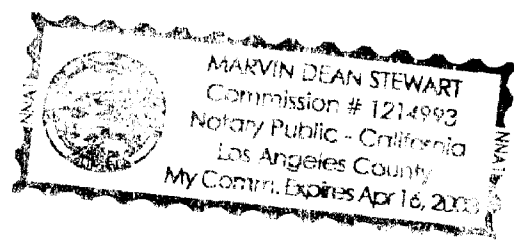
On this the 7 day of MAY, 2002, before me,
MARVIN DEAN STEWART, the undersigned Notary Public, personally appeared
TIM HELFET,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the
CHIEF EXECUTIVE OFFICER of the limited liability company known as Bing Crosby
Productions, LLC who executed the foregoing instrument on behalf of the limited liability
company and acknowledged that such limited liability company executed it pursuant to a
resolution of its Members.

WITNESS my hand and official seal.


Notary Public



STATE OF CALIFORNIA)

: ss.:

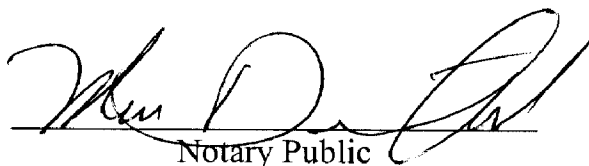
COUNTY OF Los Angeles)

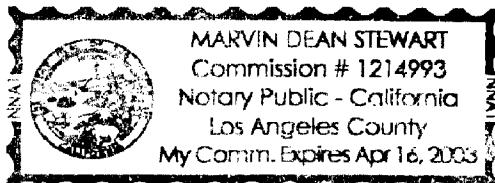
On this the 7 day of MAY, 2002, before me,
MARVIN DEAN STEWART, the undersigned Notary Public, personally appeared
TIM HELLET,

personally known to me,

proved to me on the basis of satisfactory evidence, to be the
CHIEF EXECUTIVE OFFICER of the limited liability company known as ASCO Music, LLC
who executed the foregoing instrument on behalf of the limited liability company and
acknowledged that such limited liability company executed it pursuant to a resolution of its
Members.

WITNESS my hand and official seal.


Notary Public



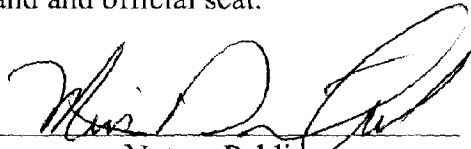
STATE OF CALIFORNIA)
 : ss.:
COUNTY OF Los Angeles)

On this the 7 day of MAY, 2002, before me,
MARVIN DEAN STEWART, the undersigned Notary Public, personally appeared
TIM HELPER,

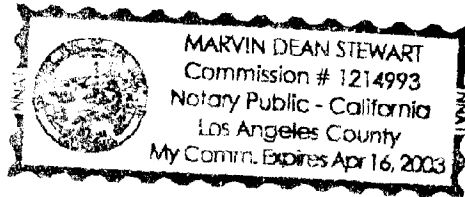
personally known to me,

proved to me on the basis of satisfactory evidence, to be the
CHIEF EXECUTIVE OFFICER of the limited liability company known as BEEPEE Music, LLC
who executed the foregoing instrument on behalf of the limited liability company and
acknowledged that such limited liability company executed it pursuant to a resolution of its
Members.

WITNESS my hand and official seal.



Notary Public



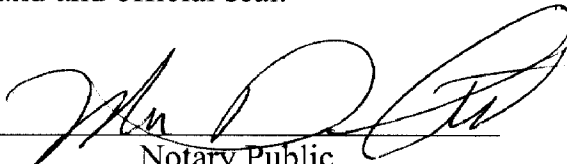
STATE OF CALIFORNIA)
 : ss.:
COUNTY OF LOS ANGELES)

On this the 7 day of MAY, 2002, before me,
MARVIN DEAN STEWART, the undersigned Notary Public, personally appeared
TIM HELLET,

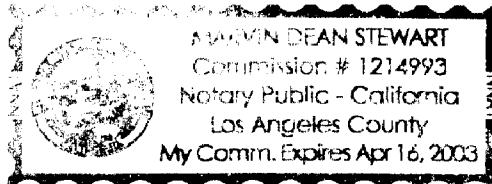
personally known to me,

proved to me on the basis of satisfactory evidence, to be the
CHIEF EXECUTIVE OFFICER of the limited liability company known as Rysher Music, L.L.C.
who executed the foregoing instrument on behalf of the limited liability company and
acknowledged that such limited liability company executed it pursuant to a resolution of its
Members.

WITNESS my hand and official seal.



Notary Public



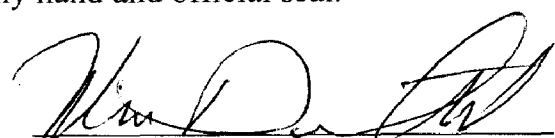
STATE OF CALIFORNIA)
 : ss.:
COUNTY OF Los Angeles)

On this the 7 day of MAY, 2002, before me,
MARVIN DEAN STEWART, the undersigned Notary Public, personally appeared
TIM HUBERT,

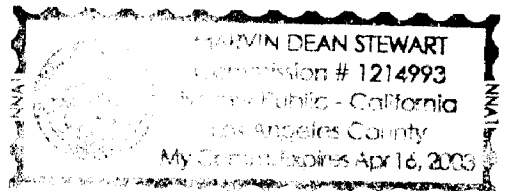
personally known to me,

proved to me on the basis of satisfactory evidence, to be the
CHIEF EXECUTIVE OFFICER of the limited liability company known as Rysher Songs, L.L.C.
who executed the foregoing instrument on behalf of the limited liability company and
acknowledged that such limited liability company executed it pursuant to a resolution of its
Members.

WITNESS my hand and official seal.



Notary Public



Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Tel: 202.739.3000
Fax: 202.739.3001
www.morganlewis.com

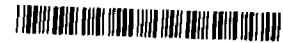


D.

Morgan Lewis
C O U N S E L O R S A T L A W

Ellen M. Baker
Legal Assistant
(202) 739-5758
ebaker@morganlewis.com

May 13, 2002



VIA HAND DELIVERY

05-13-2002

U.S. Patent & TMO/TM Mail Rcpt Dt. #66

Commissioner for Trademarks
Box Assignments
2900 Crystal Drive
Arlington, Virginia 22202-3513
Attention: Assignment Branch

Re: Recordation of Trademark Security Agreement
 Our Ref: 66397-0254

Dear Madam:

We enclose for recording at the Assignment Branch an original document entitled Trademark Security Agreement reflecting that Rysher Entertainment, L.L.C., et al. has issued a trademark security agreement to JP Morgan Chase Bank. The trademark security agreement is being filed to update record title to the 17 U.S. Federal trademarks listed on the Schedule attached to the document.

The details of this recording are set out on the enclosed Recordation Form Cover Sheet in compliance with Patent and Trademark Office rules. We also enclose a check in the amount of \$440.00 to cover the filing fee for this request. Any additional fees should be charged to the deposit account of Morgan, Lewis & Bockius LLP, Deposit Account No. 13-4520.

Please call me if you have any questions concerning this filing. Thank you for your assistance.

Sincerely,

Ellen M. Baker
Legal Assistant
Enclosures

cc: Joanne DeSilva (w/o encls.)
Meytal Kashi (w/encls.)