

12/1/03

12-03-2003



102614080
TRADEMARKS ONLY

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

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

1. Name of Conveying party(ies):

Goldhil Home Media International, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-California
- Other _____

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

3. Nature of Conveyance:

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

Execution Date: November 21, 2003

2. Name and address of receiving party(ies)

Name: City National Bank
Internal
Address: _____

Street Address: 400 North Roxbury Drive
City: Beverly Hills State: California Zip: 90210

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

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)

76/494,253

B. Trademark Registration No.(s)

2,162,961

Additional number(s) attached Yes No.

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

Anthony Adler, Esq.

Mitchell Silberberg & Knupp LLP
11377 W. Olympic Boulevard
Los Angeles, California 90064-1683

6. Total number of applications and Registrations involved.....

23

7. Total fee (37 CFR 3.41)

\$590.00

8. Deposit Account Number:

13-3735

(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.

Steven K. Bevins
Name of person signing

November 26, 2003
Date

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

12/02/2003 6TUM11 00000070 76494253

01 FC:AS21
02 FC:AS22

40.00 DP
550.00 DP

TRADEMARK
REEL: 002872 FRAME: 0340

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CLASSIC AMERICANA SERIES	2,162,961	06/02/98
FIT TO THE HITS	2,670,204	12/31/02
GOLDHIL VIDEO & Design	2,190,575	09/22/98
JUST THE FACTS LEARNING SERIES	2,185,510	09/01/98
NATURAL JOURNEYS	2,470,633	07/17/01
NATURAL JOURNEYS	2,485,821	09/04/01

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
BELLYDANCE FUSION	76/494253	3/03/03
BELLYDANCE KIDS	76/427141	12/0/02
BELLYDANCE MAMA	76/472139	12/0/02
DANCE FITNESS and Design	76/465804	11/08/02
DIGITAL GYM	78/320897	10/30/03
FITNESS TOOLBOX	78/277185	7/22/03
HIP HUGGER ABS	76/472140	12/04/02
HULA MAMA	76/472142	12/04/02
ISLAND GIRL	78/296542	9/5/03
NATURAL JOURNEYS	76/382983	03/15/02
ROMANTIC ARTS	76/382470	03/14/02
SACRED YOGA PRACTICE	76/456888	10/07/02
SENSUAL ARTS	76/382984	03/15/02
SLEEK IN A WEEK	78/320907	10/30/03
TRUE PILATES	78/322788	11/4/03
YOGA MOMMY	76/487003	02/03/03
ZEN MAMA	76/487002	02/03/03

MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS

Goldhil Home Media International, Inc., a California Corporation, whose address is 137 East Thousand Oaks Boulevard, 2nd Floor, Thousand Oaks, California 91360 ("**Debtor**"), does hereby grant to **City National Bank**, a national banking association, whose address is 400 North Roxbury Drive, Beverly Hills, California 90210 ("**Secured Party**"), pursuant to an Accounts Receivable and Inventory Loan Agreement dated as of November 21, 2003 ("**Credit Agreement**"), a security interest in all of Debtor's right, title and interest in and to all trademarks and the related goodwill whether now owned or hereafter created or acquired and all renewals and extensions thereof, including without limitation in and to (i) the trademark registrations which are identified on Schedule A attached hereto and herein incorporated by this reference, (ii) the applications for trademark registration which are identified on Schedule A attached hereto and herein incorporated by this reference, together with any and all trademark registrations issued with respect thereto (collectively, the "**Trademarks**"), and (iii) all actions for past, present or future infringement concerning the foregoing.

Debtor agrees that if any individual, corporation, limited liability company, partnership or other entity (such a "**Person**") shall do or perform any acts which Secured Party believes to constitute an infringement of any Trademark, or violate or infringe any rights of Debtor in any Trademark, then and in any such event, upon, and during the continuance of, an "Event of Default" (as defined in the Credit Agreement) Secured Party may and shall have the right to take such steps and institute such suits or proceedings as Secured Party may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Secured Party may take such steps or institute such suits or proceedings in its own name or in the name of Debtor or in the names of the parties jointly.

Additional terms and conditions of the security interest granted hereby are contained in the Credit Agreement. The security interest granted hereby secures Debtor's performance of Debtor's obligations identified in the Credit Agreement. Nothing contained in this Memorandum of Security Interest in Trademarks shall be construed as an absolute assignment of the Trademarks or applications for trademark registration nor as limiting any interest which Secured Party may have in any other collateral described in the Credit Agreement or otherwise.

Upon, and during the continuance of, an Event of Default, Secured Party may exercise all rights and remedies described in the Credit Agreement, and Debtor hereby authorizes Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with power (upon Secured Party's notice to Debtor of its intention to do so) to (a) enforce its security interest in any of the Trademarks, (b) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (c) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. To the extent permitted under applicable law, Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Secured Party shall have, in addition to all other rights and remedies given it by the terms of the Credit Agreement and this Memorandum of Security Interest in Trademarks, all rights and remedies allowed by law.

IN WITNESS WHEREOF the undersigned have duly executed this Memorandum of Security Interest in Trademarks as of the 21st day of November, 2003.

“Secured Party:”

“Debtor:”

**CITY NATIONAL BANK, a
national banking association**

**GOLDHIL HOME MEDIA
INTERNATIONAL, INC.,
a California corporation**

By: 

By: _____

Its: Vice President

Its: _____

IN WITNESS WHEREOF the undersigned have duly executed this Memorandum of Security Interest in Trademarks as of the 21st day of November, 2003.

“Secured Party:”

“Debtor:”

**CITY NATIONAL BANK, a
national banking association**

**GOLDHIL HOME MEDIA
INTERNATIONAL, INC.,
a California corporation**

By: _____

By:  _____

Its: _____

Its: President _____

ALL-PURPOSE ACKNOWLEDGMENT

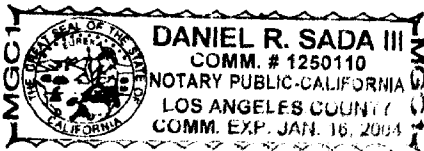
State of California)
County of LOS ANGELES)

On NOVEMBER 21, 2003 before me, DANIEL R. SADA III
DATE
personally appeared AARON C. COHEN
NAME(S) OF SIGNER(S)

personally known to me -OR-
 proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~
~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~
executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~, and that by ~~his/her/their~~
signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the
person~~(s)~~ acted, executed the instrument.

Witness my hand and official seal.

Daniel R. Sada III
SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE Vice President
OFFICER(S) TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

City National Bank

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT: Memorandum of Security Interest in Trademarks

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

SIGNER(S) OTHER THAN NAMED ABOVE xxx

ALL-PURPOSE ACKNOWLEDGMENT

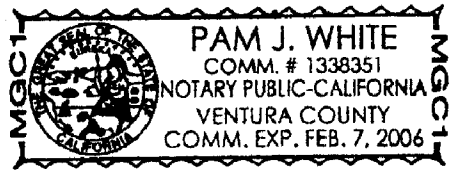
State of California)
County of Ventura)

On 11-21, 2003 before me, Pam J. White
DATE
personally appeared Gary Goldman
NAME(S) OF SIGNER(S)

personally known to me -OR-
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Pam J. White
SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) President
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

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SIGNER(S) OTHER THAN NAMED ABOVE xxx