

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldhil Home Media International, Inc.		01/31/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	City National Bank
Street Address:	400 North Roxbury Drive
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2846024	SACRED YOGA PRACTICE
Registration Number:	2806373	D DANCE FITNESS
Registration Number:	2854850	ROMANTIC ARTS
Serial Number:	76487004	ZEN BABY
Serial Number:	76578778	NATURALJOURNEYS
Serial Number:	76585289	GYM IN A BOX
Serial Number:	78381097	LOSE FAT FAST
Serial Number:	78473795	SAMBASIZE
Serial Number:	78480715	WOMAN OF STEEL

CORRESPONDENCE DATA

Fax Number: (310)231-8311
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (310) 312-3750

OP \$240.00 2846024

Email: skb@msk.com
Correspondent Name: S. Bevins c/o Mitchell Silberberg & Knu
Address Line 1: 11377 West Olympic Boulevard
Address Line 4: Los Angeles, CALIFORNIA 90064-1683

NAME OF SUBMITTER:	Evan M. Kent
Signature:	/EMK012362/
Date:	07/26/2005

Total Attachments: 4

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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, as amended by that certain Amendment to Accounts Receivable and Inventory Loan Agreement, dated as of January 4, 2005 and as hereinafter further amended and/or restated ("**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 31st day of January, 2005.


“Secured Party:”

“Debtor:”

CITY NATIONAL BANK, a
national banking association

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

By: 
Its: VP President

By: 
Its: President

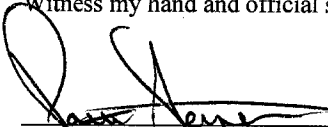
ALL-PURPOSE ACKNOWLEDGMENT

State of California)
 County of Ventura)

On Jan 31, 2005 before me, Mary Goldman
DATE
 personally appeared Patti Steiner
NAME(S) OF SIGNER(S)

G personally known to me **-OR-**
 G 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.



 SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER

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

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

OPTIONAL SECTION

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

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

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

NUMBER OF PAGES _____ DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE xxx

DEBTOR: Goldhil Home Media International, Inc.

SECURED PARTY: City National Bank

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SACRED YOGA PRACTICE	2,846,024	05/25/2004
DANCE FITNESS and Design	2,806,373	01/20/2004
ROMANTIC ARTS	2,854,850	06/15/2004

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
ZEN BABY	76/487004	02/03/2003
NATURAL JOURNEYS	76/578778	03/01/2004
GYM IN A BOX	76/585289	04/06/2004
LOSE FAT FAST	78/381097	03/09/2004
SAMBASIZE	78/473795	08/26/2004
WOMAN OF STEEL	78/480715	09/09/2004