

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Memorandum of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldhil Entertainment		12/19/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	City National Bank
Street Address:	555 South Flower Street
Internal Address:	16th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	A National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2428635	STANDARD DEVIANTS
Registration Number:	2200158	THE STANDARD DEVIANTS
Registration Number:	1903470	THE STANDARD DEVIANTS
Serial Number:	78672262	GOLDHIL EDUCATIONAL
Serial Number:	78672253	GOLDHIL EDUCATIONAL
Serial Number:	78672250	GOLDHIL ENTERTAINMENT
Serial Number:	78672241	GOLDHIL ENTERTAINMENT
Serial Number:	78533162	MY FITNESS
Serial Number:	78525034	CINEMATHEQUE COLLECTION
Serial Number:	76443193	JIBBERBOOSH

CORRESPONDENCE DATA

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

900038631

**TRADEMARK
 REEL: 003217 FRAME: 0126**

OP \$265.00 2428635

Phone: (310) 312-3750
Email: skb@msk.com
Correspondent Name: Steve Bevins/Mitchell Silberberg & Knupp
Address Line 1: 11377 West Olympic Boulevard
Address Line 4: Los Angeles, CALIFORNIA 90064-1683

ATTORNEY DOCKET NUMBER:	38805-00004
NAME OF SUBMITTER:	Lucy B. Arant
Signature:	/LBA012362/
Date:	12/27/2005

Total Attachments: 5
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MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS

Goldhil Entertainment, a California Corporation, whose address is 5284 Adolfo Road, Camarillo, California 93012 ("**Debtor**"), does hereby grant to **City National Bank**, a national banking association, whose address is 555 South Flower Street, 16th Floor, Los Angeles, California 90071 ("**Secured Party**"), pursuant to an Amended and Restated Accounts Receivable and Inventory Loan Agreement dated as of October 31, 2005, 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.

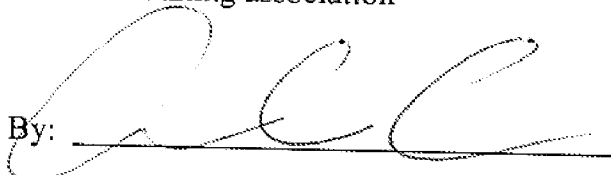
Upon, and during the continuance of, an Event of Default, Secured Party may exercise all rights and remedies described in the Credit Agreement, and Debtor hereby authorizes Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, 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 19 day of December, 2005.

“Secured Party:”

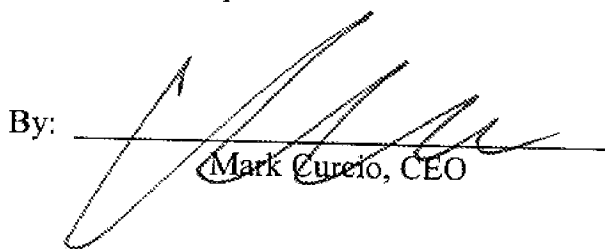
“Debtor:”

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

By: 

Its: Senior Vice President

**GOLDHIL ENTERTAINMENT,
a California corporation**

By: 
Mark Cureio, CEO

DEBTOR: Goldhil Entertainment

SECURED PARTY: City National Bank

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
STANDARD DEVIANTS	2,428,635	02/13/2001
THE STANDARD DEVIANTS	2,200,158	10/27/1998
THE STANDARD DEVIANTS	1,903,470	

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
GOLDHIL EDUCATIONAL	78/672262	07/18/2005
GOLDHIL EDUCATIONAL	78/672253	07/18/2005
GOLDHIL ENTERTAINMENT	78/672250	07/18/2005
GOLDHIL ENTERTAINMENT	78/672241	07/18/2005
MY FITNESS	78/533162	12/15/2004
CINEMATHEQUE COLLECTION	78/525034	12/01/2004
JIBBERBOOSH	76/443193	08/23/2002

ALL-PURPOSE ACKNOWLEDGMENT

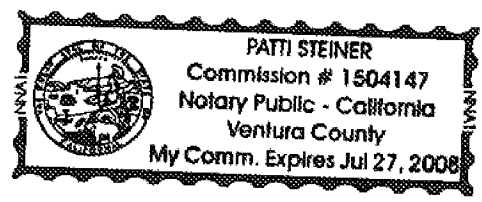
State of California)
 County of Ventura)

On December 19, 2005 before me, Patti Steiner
DATE
 personally appeared Mark Corio
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.

[Signature]
 SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER

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

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Goldhill Entertainment

OPTIONAL SECTION

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

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

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

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE xxx

ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of Los Angeles)

On December 21, 2005 before me, Grace Moon, Notary Public,
DATE
personally appeared Aaron 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.

Grace Moon
SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE
OFFICER(S) SVP
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:

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

TITLE OR TYPE OF DOCUMENT: Memorandum of Security Interest in Trademarks
NUMBER OF PAGES 2 DATE OF DOCUMENT _____
SIGNER(S) OTHER THAN NAMED ABOVE xxx