

01-04-1999



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MRO
12-23-98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12/11/98

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1831 FRAME: 0735

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

RS 24 (Peter S. Harris, FDE)

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Barry S. Babok

12/22/98

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

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Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

74/481894	74/596312	75/319452
75/138545	75/138754	75/171983
74/606981	75/481656	75/138549
75/390461	75/429707	75/446259
75/488863	75/488864	75/488867
75/488865	75/488868	75/488869
75/488862	75/138550	75/138544

722258	756109	797256
756105	1810764	2008098
2005966	1811976	756106
1180114	1410490	1178067
1845129	756107	722261
432587	730456	720703
722254		

**RECORDATION FORM COVER SHEET
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Expires 06/30/99
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Trademark Application Number(s)

Registration Number(s)

75/481655 74/606978 75/171979

75/171978 75/481648 75/481657

75/548112 75/548101 75/548111

75/488871

TRADEMARK COLLATERAL AGREEMENT

THIS TRADEMARK COLLATERAL AGREEMENT ("Agreement") is made as of this 11th day of December, 1998, by and between CITY NATIONAL BANK, a national banking corporation ("Lender"), and HARVEY COMICS, INC., a New York corporation ("Grantor").

WITNESSETH:

WHEREAS, Grantor and Lender are parties to that certain Revolving Loan and Security Agreement, dated as of October 27, 1993 (the "**Original Loan Agreement**"), and as amended by that certain Multi-Agreement Amendment, dated August 30, 1994 (the "**First Amendment**"), that certain Multi-Agreement Amendment No. 2, dated as of November 1, 1994 (the "**Second Amendment**"), that certain Multi-Agreement Amendment No. 3, dated as of September 1, 1995 (the "**Third Amendment**"), that certain Multi-Agreement Amendment No. 4, dated as of June 1, 1996 (the "**Fourth Amendment**"), that certain Multi-Agreement Amendment No. 5 dated as of June 1, 1997 (the "**Fifth Amendment**"), that certain Multi-Agreement Amendment No. 6 dated as of June 1, 1998 (the "**Sixth Amendment**"), and that certain Multi-Agreement Amendment No. 7 dated as of the date hereof (the "**Seventh Amendment**"). The Original Loan Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment are hereinafter collectively referred to as the "**Loan Agreement.**" Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Loan Agreement.

WHEREAS, Grantor has agreed to grant to Lender a first priority security interest in substantially all of its assets to secure the payment of all amounts owing under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has mortgaged, pledged and granted to Lender a lien on and security interest in all right, title and interest of Grantor in, to and under all of Grantor's Trademarks (as defined in Section 1 below) whether presently existing or hereafter arising or acquire, and all products and proceeds thereof, including without limitation, any and all causes of action which may exist by reasons of infringement thereof for the full term of the Trademarks to secure the payment of all amounts owing under the Promissory Note.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Security Interest in Trademarks.** To secure the complete and timely satisfaction of all of the "Secured Obligations" (as defined in the Loan Agreement), Grantor hereby grants, assigns and conveys to Lender a security interest in Grantor's trademarks, trademark registrations, service marks, service mark registrations, tradenames, and trademark and service mark applications, including, without limitation, the trademarks, service marks and applications listed on Schedule A attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) all of the goodwill of Grantor's business connected with and symbolized by the trademarks, service marks, tradenames or other items described in clauses (a)-(d) (all of the foregoing trademarks, trademark registrations, service marks, service mark registrations, tradenames and applications, together with the items described in clauses (a)-(e), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

2. **Restrictions on Future Agreements.** Other than as permitted under the MCA Agreement (as referenced in the Loan Agreement), Grantor agrees that until the Secured Obligations shall have been satisfied in full, Grantor will not, without Lender's prior written consent, enter into any agreement other than in normal course which is inconsistent with Grantor's obligations under this Agreement, and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

3. **New Trademarks.** Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the trademarks and service marks (whether registered or not), and applications for trademarks or service marks now owned by Grantor. If, before the Secured Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any new trademark, service mark or tradename, or (ii) become entitled to the benefit of any trademark or service mark application, or trademark or service mark registration, the provision of paragraph 1 above shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Agreement by amending Schedule A, as applicable, to include any future trademarks, service marks, registrations of any of the above, trademark applications, service mark applications, and tradenames which are Trademarks, as applicable, under paragraph 1 above or under this paragraph 3 (collectively "Future Rights"), Grantor agrees to execute all documents necessary to record or preserve Lender's interest in all Trademarks added to Schedule A pursuant to this paragraph 3. In addition, Grantor shall instruct the attorney prosecuting or filing any such Future Rights on behalf of Grantor to take all necessary steps to perfect Lender's security interest in said Future Rights.

4. **Term.** The term of the assignment of the interests granted herein shall extend until the earlier of (i) the expiration, abandonment or disclaimer, as the case may be, of each of

the respective Trademarks assigned hereunder, or (ii) the date on which the Secured Obligations have been satisfied in full.

5. **Grantor's Right to Use Trademarks.** Until the occurrence of and during the continuation of an "Event of Default" (as defined in the Promissory Note and the Loan Agreement) unless such Event of Default has been waived by the Lender, Grantor reserves the exclusive right, subject to Lender's security interest, to own and use the Trademarks. Grantor agrees to undertake all necessary acts to maintain and preserve the Trademarks, including, but not limited to, filing affidavits of use and incontestability, where applicable, under Section 8 and 15 of the Lanham Act (15 U.S.C. Section 1058, 1065), filing renewal applications and initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Grantor in its Trademarks. Other than in the normal course, Grantor agrees not to sell or assign any interest in, or grant any licenses under, the Trademarks without the prior written consent of Lender which consent will not be unreasonably withheld. From and after the occurrence of an Event of Default and upon notice by Lender to Grantor, Grantor's exclusive rights to own and use the Trademarks as set forth in this paragraph 5 shall terminate forthwith, to be reinstated only if and when such event is cured or waived, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Grantor's records concerning the Trademarks may be located.

6. **Reassignment to Grantor.** Upon satisfaction of all the Liabilities under the Loan Agreement, Lender shall execute and deliver to Grantor all releases, deeds, assignments and other instruments as may be necessary or proper to reinvest in Grantor full title to the Trademarks, subject to any disposition thereof, after an Event of Default, which may have been made by Lender pursuant hereto.

7. **Duties of Grantor.** During this term of this Agreement, Grantor shall have the duty (i) to prosecute diligently any trademark or service mark application of the Trademarks pending as of the date hereof or thereafter; (ii) to make application on the Grantor's trademarks and service marks, as is appropriate in the Grantor's good faith judgment, and (iii) to use its best efforts to preserve and maintain all rights in Trademarks and in trademark and service mark applications and trademark and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by the Grantor. In any suit to enforce any Trademark, Lender shall, at the expense and request of Grantor, join, to the extent necessary, as a plaintiff and do any and all lawful acts and execute any and all proper documents reasonably required by Grantor in connections with such suit. **GRANTOR SHALL NOT ABANDON ANY RIGHT TO FILE OR PRESERVE ANY MATERIAL TRADEMARK APPLICATION, SERVICE MARK APPLICATION, SERVICE MARK OR TRADEMARK WITHOUT THE CONSENT OF LENDER, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.**

8. Lender's Right to Sue. At any time after the occurrence and during the continuance of an "Event of Default" (as defined in the Loan Agreement), Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this paragraph 8.

9. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under Loan Documents (as defined in the Guaranty) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such cause or provision in any other jurisdiction, or any other cause or provision of this Agreement in any jurisdiction.

11. Modification. This Agreement cannot be altered amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

12. Cumulative Remedies; Effect on Loan Agreement. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Documents (as defined in the Guaranty) or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender or any other lender under the Loan Documents (as defined in the Guaranty) but rather is intended to facilitate the exercise of such rights and remedies.

13. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender and its nominees, successors and assigns.

14. Governing Law. This Agreement has been executed and delivered in California, and shall be governed by and construed in accordance with the laws of the State of California.

15. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Loan Agreement, the provisions contained therein shall govern and control, to the extent of such conflict or inconsistency.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

HARVEY COMICS, INC.

By: *M. Stone*

Its: *CFO*

Agreed and Accepted as of this 11th day of December, 1998

CITY NATIONAL BANK

By: *M. Gilly*

Its: *Jane M. Gilly*

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

On December 16, 1998 before me, Deanna L. Taylor, a Notary Public, personally appeared Michael S. Hope, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature on the instrument the person, or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Signature *Deanna L. Taylor*

[SEAL]



SCHEDULE A

Trademark Registrations and Applications	Registration Date	Renewal Date	Registration Number	Class	Serial Number	Date of Filing
The Baby Huey Show	11/14/95	11/14/05	1,935,529		41 74/606979	12/5/94
Baby Huey the Baby Giant	10/3/61	10/3/01	722,259		16 108322	11/14/60
Baby Huey					10 75/548108	9/4/98
Baby Huey					9 75/548109	9/4/98
Baby Huey					25 75/548106	9/4/98
Baby Huey					41 75/488870	5/21/98
Baby Huey					28 75/548105	9/4/98
Baby Huey					16 75/548107	9/4/98
Baby Huey					25 75/548106	9/4/98
Baby Huey					5	
Bunny	10/21/69	2001	879,116		16 72/319163	2/14/69
Buzz The Crow					28	
Casper & design	7/14/98	7/14/08	2,173,455	8,21,24	74/596313	11/7/94
Casper & design					41 75/171984	9/25/96
Casper & design	6/17/97	6/17/07	2,072,222	9,16,25,28	74/596335	11/8/94
Casper	3/5/96	3/5/06	1,960,832		25 74/482072	1/21/94
Casper					9,28 74/481894	1/21/94
Casper					18,21,24 74/596312	11/7/94
Casper	1/20/98	1/20/08	2,129,953		41 75/138546	7/23/96
Casper	4/1/97	4/1/07	2,049,395		28 74/482940	1/21/94
Casper A Spirited Beginning					9 75/319452	7/3/97
Casper The Friendly Ghost					41 75/138545	7/23/96
Casper The Friendly Ghost	8/24/65	8/24/05	794,827		16 207,962	12/11/64
Casper The Friendly Ghost	10/3/61	10/3/01	722,258		16 108,321	11/14/60
Casper's Ghostland and all his friends					41 75/138754	7/23/96
Casper's Ghostland and all his friend	9/3/63	9/3/03	756,109		16 158,155	9/29/62
FATSO					41 75/171983	9/25/96
FATSO & design					74/606981	12/5/94
FATSO					28 75/481656	5/8/98
Gabby Gob & design	10/5/65		797,256		16 210308	1/21/65
The Ghostly Trio & design	9/3/63	9/3/03	756,105		16 158071	11/28/62
The Ghostly Trio					41 75/138549	7/23/96
Harvey Classics & design	12/14/93	12/14/03	1,810,764		16 74/375080	4/1/93
Harvey Classics & design	10/15/96	1/15/06	2,008,098		16 74/727403	9/11/95
Harvey Classics & design	10/8/96	10/8/06	2,005,966		16 74/727435	9/11/95
Harvey Classics Logo					25 75/390461	11/14/97
Harvey Corporate Logo					9,16,25,30 75/390399	11/14/97
Harvey Comics	12/21/93	12/21/03	1,811,976		9 74/376222	4/5/93
Herman and Katnip	9/3/63	9/3/03	756,106		16 158071	11/28/62
Hot Stuff & design	12/1/81	12/1/01	1,180,114		16 247368	1/23/80
Hot Stuff					25 75/429707	2/5/98
Hot Stuff					16 75/446259	3/5/98
Hot Stuff					3 75/488863	5/8/98
Hot Stuff					9 75/488864	5/8/98
Hot Stuff					11 75/488867	5/8/98
Hot Stuff					14 75/488865	5/8/98
Hot Stuff					28 75/488868	5/8/98

SCHEDULE A

Trademark Registrations and Applications	Registration Date	Renewal Date	Registration Number	Class	Serial Number	Date of Filing
Hot Stuff					30 75/488869	5/8/98
Hot Stuff					41 75/488862	5/8/98
Hot Stuff The Devil Made Me Do It & Hot Stuff & Design 1				25,22		
Hot Stuff & Design 2				25		
Hot Stuff & Design 3				25,30		
Hot Stuff & Design 3				25		
Little Dot	9/23/86	9/23/06	1,410,490		16 587367	3/7/86
Little Lotta	11/17/81	11/17/01	1,178,067		16 247369	1/23/80
Nemesis & design	7/12/94	7/12/04	1,845,129		16 74/388922	5/7/93
Nightmare The Galloping Ghost					41 75/138550	7/23/96
Nightmare The Galloping Ghost	9/3/63	9/3/03	756,107		16 158072	11/28/62
Playful Little Audrey	10/3/61	10/3/01	722,261		16 108482	11/15/60
Rags Rabbit & design	9/9/47	9/9/07	432,587		16 71/496622	2/15/46
Richie Rich the poor little rich boy					41 75/138544	7/23/96
Richie Rich the poor little rich boy	4/24/62	4/24/02	730,456		16 124545	7/24/61
Richie Rich the poor little rich boy	8/29/61	8/21/01	720,703		16 108,483	11/15/60
Richie Rich					9	
Stinkie & design					28 75/481655	5/8/98
Stinkie & design					28 74/606978	12/5/94
Stinkie & design					41 75/171979	9/25/96
Stretch & design					41 75/171978	9/25/96
Stretch					28 75/481648	5/8/98
Wendy the Witch					16	5/8/98
Wendy the Good Little Witch	10/3/61	10/3/01	722,254		16 107944	11/7/60
Wendy the Witch					28 75/481657	5/18/98
Wendy the Witch					9 75/548112	9/4/98
Wendy the Witch					16 75/548101	9/4/98
Wendy the Witch					25 75/548111	9/4/98
Wendy the Witch					41 75/488871	5/21/98