

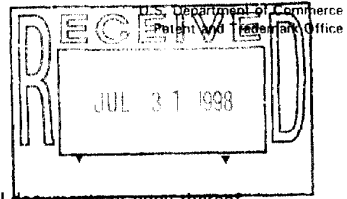
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

MKU 7-31-98

<p>1. Name of conveying party(ies):          First Union National Bank (as successor in Interest to Signet Bank/Virginia)          One First Union Center, 5th Floor          301 South College Street          Charlotte, NC 28288</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other Federally Chartered, Federally-Insured Commercial Bank</p> <p>Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>2. Name and address of receiving party(ies):          Name: MCG Finance Corporation          Internal Address: Suite 800          Street Address: 1100 Wilson Boulevard          City: Arlington State: VA ZIP: 22209</p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State of Delaware</p> <p>Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other Assignment of Security Agreement</p> <p>Execution Date: June 24, 1998</p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)          MISCELLANEOUS DESIGN 75/269,725          SEE AND DESIGN 75/270,549</p> <p>Additional numbers attached? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>B. Trademark registration No.(s)          THE FLORIDA SOURCE 1,721,230          CHAMBER PUBLICATIONS 1,652,656</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:          Name: Lara A. Holzman, Esq.          Internal Address: Bryan Cave, LLP          Street Address: 245 Park Avenue          City: New York State: NY ZIP: 10167</p>	<p>6. Total number of applications and registrations involved: ..... 4</p> <p>7. Total fee (37 CFR 3.41):.....\$ 115.00</p> <p><input checked="" type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account if enclosed funds are insufficient</p> <p>8. Deposit Account number:          02-4467          (Attach duplicate copy of this page if paying by deposit account)</p>
<p>9. Statement and signature.  <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copies are true copies of the original document.</i></p> <p>Name of Person Signing Lara A. Holzman Signature <i>Lara A. Holzman</i> Date: July 27, 1998</p> <p>Total number of pages comprising cover sheet: 15</p> <p>TRADEMARK REEL: 1763 FRAME: 631-48</p>	

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**ASSIGNMENT OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as may be amended, supplemented and otherwise modified from time to time, "Assignment") is made and effective as of June 21, 1998, by and between **FIRST UNION NATIONAL BANK** (as successor in interest to Signet Bank and including any additional successor, assignee or transferee thereof, "Assignor") and **MCG FINANCE CORPORATION** (including any successor, participant, assignee or transferee thereof, "Assignee").

**RECITALS**

**WHEREAS**, Assignor and Miles Media Group, Inc. ("Grantor") have entered into a certain Intellectual Property Security Agreement dated as of October 2, 1997 (as amended from time to time, "IP Security Agreement"), a copy of which (including the schedules thereto setting forth with particularity the copyrights, trademarks, trademark applications and patents as to which the security interest is being assigned) is attached hereto as Exhibit A; and

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of March 11, 1998 (as amended from time to time, including as amended to transfer the rights and obligations of the Buyer thereunder from MCG Credit Corporation to Assignee, "Purchase Agreement") pursuant to which Assignee has agreed to purchase certain loans and other assets from Assignor; and

**WHEREAS**, under the terms of the Purchase Agreement, Assignor also has agreed to assign its right, title and interest in and to the IP Security Agreement to Assignee;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. **Recitals**. The recitals set forth above are incorporated herein and made a part hereof as though actually stated herein.
2. **Assignment**. Assignor hereby assigns all of its right, title and interest in and to the IP Security Agreement (and the security interests represented thereby) to Assignee.
3. **Requested Recordation**. Assignee authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Assignment is submitted) to file and record this Assignment (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Assignee's interest in the IP Security Agreement.
4. **Further Assurances**. Assignor hereby agrees to cooperate with Assignee and, from time to time, to execute and deliver such other documents, instruments and assignments and to do all such further acts and things as may be necessary or desirable to assign the IP Security Agreement (or the security interests thereunder) or otherwise to carry out the intent of the parties hereunder.

5. Miscellaneous. This Assignment has been entered into in conjunction with the provisions of the Purchase Agreement. In the event that any provisions of this Assignment are deemed to conflict with the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Assignment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

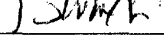
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**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

**WITNESS:**

**FIRST UNION NATIONAL BANK**  
(Assignor)

By: \_\_\_\_\_

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS:**

**MCG FINANCE CORPORATION**  
(Assignee)

By: \_\_\_\_\_

By:   
Bryan J. Mitchell, Chief Executive Officer

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ :  
DISTRICT OF COLUMBIA : SS  
COUNTY OF \_\_\_\_\_ :

Before me, the undersigned, a Notary Public, on this 23<sup>rd</sup> day of June, 1998, personally appeared Bruce W. Deftin, to me known personally, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of First Union National Bank, and that said instrument (i.e., the Assignment) was signed on behalf of said First Union National Bank by authority of its Board of Directors, and the said Bruce W. Deftin acknowledged said instrument to be his/her free act and deed.

Barbara M. Backus  
Notary Public

My Commission Expires: \_\_\_\_\_

BARBARA M. BACKUS  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires July 14, 2002

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ :  
DISTRICT OF COLUMBIA : SS  
COUNTY OF \_\_\_\_\_ :

Before me, the undersigned, a Notary Public, on this 23<sup>rd</sup> day of June, 1998, personally appeared Bryan J. Mitchell, to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of **MCG FINANCE CORPORATION**, and that said instrument (i.e., the Assignment) was signed on behalf of said **MCG FINANCE CORPORATION** by authority of its Board of Directors, and the said Chief Executive Officer acknowledged said instrument to be his free act and deed.

*Barbara M. Backus*  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

68690

BARBARA M. BACKUS  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires July 14, 2002

# BRYAN CAVE LLP

ST. LOUIS, MISSOURI  
WASHINGTON, D.C.  
KANSAS CITY, MISSOURI  
OVERLAND PARK, KANSAS  
PHOENIX, ARIZONA  
LOS ANGELES, CALIFORNIA  
SANTA MONICA, CALIFORNIA  
IRVINE, CALIFORNIA

245 PARK AVENUE  
NEW YORK, NEW YORK 10167-0034  
(212) 692-1800  
FACSIMILE: (212) 692-1900

LONDON, ENGLAND  
RIYADH, SAUDI ARABIA  
KUWAIT CITY, KUWAIT  
ABU DHABI, UNITED ARAB EMIRATES  
DUBAI, UNITED ARAB EMIRATES  
HONG KONG  
ASSOCIATED OFFICE IN  
SHANGHAI, PEOPLE'S REPUBLIC OF CHINA

LARA A. HOLZMAN

DIRECT DIAL NUMBER  
(212) 692-181

INTERNET ADDRESS  
LHOLZMAN@BRYANCAVELLP.COM

July 29, 1998

Box Assignments  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Re: Recordal of Assignment  
Our Ref: 18368/060516

Sir:

We are enclosing a Recordation Form Cover Sheet on behalf of First Union National Bank to record the assignment of a Security Agreement from First Union National Bank to MCG Finance Corporation in connection with an underlying Security Agreement between Miles Media Group, Inc. and Signet Bank (Predecessor of First Union National Bank). The papers are the Recordation Form Cover Sheet, an Assignment of Intellectual Property Security Agreement, a check for \$115.00 to cover the filing fee and a return postcard.

If our check is missing or otherwise insufficient, or if any additional fees are required, the Commissioner is authorized to charge (or credit any overpayment) to Deposit Account No. 02-4467. A duplicate copy of this letter is enclosed.

Please date stamp and return the enclosed postcard.

Respectfully submitted,



Lara A. Holzman

Encl.

NY 113213/3

RECORDED: 07/31/1998

TRADEMARK  
REEL: 1763 FRAME: 0537