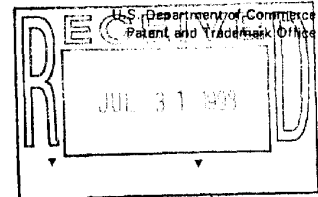


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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<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:                      State: VA      ZIP: 22209 Arlington <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) Hogarama                      74/724,572 Mundo Deportivo              74/724,567 Gran Expo Hogarama              75/142,417</p> <p>Additional numbers attached? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>B. Trademark registration No.(s)</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>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: ..... 3</p> <p>7. Total fee (37 CFR 3.41):.....\$90.00 <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. 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.</p> <p>Name of Person Signing Lara A. Holzman      Signature <i>Lara A. Holzman</i>      Date: July 28, 1998</p> <p>Total number of pages comprising cover sheet: 10</p> <p style="text-align: right;">TRADEMARK 08/24/1998 TTOM11 00000139 74724572 40.00 00 50.00 00 01 70:461 02 70:462</p>	

Schedule A

Hogarama: use application filed 9/5/95, SN #74/724572 (Intl.  
Cl. 16)

Mundo Deportivo: use application filed 9/5/95, SN #74/724567  
(Intl. Cl. 16)

Gran Expo Hogarama: use application filed 7/30/96, SN #75/142417  
(Intl. Cl. 41)

**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 24, 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 Jeffrey A. Stern & Associates, Inc. ("Grantor") have entered into a certain Intellectual Property Security Agreement dated as of April 30, 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.

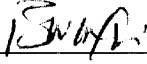
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**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

**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. Keftin, 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. Keftin 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

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of April 30, 1997, by **JEFFREY A. STERN & ASSOCIATES, INC.** (including any successor or permitted assignee thereof, "Grantor" or "Borrower"), in favor of **SIGNET BANK** (including any successor, participant, assignee or transferee thereof, "Lender").

### R E C I T A L S

WHEREAS, Grantor desires and has applied to Lender for an amended and restated credit facility consisting of a reducing availability line of credit arrangement pursuant to which up to \$2.84 million can initially be borrowed from time to time (but which availability will decline periodically over the term of the credit arrangement); and

WHEREAS, pursuant to that certain Amended and Restated Credit Facility Agreement by and between Borrower and Lender dated as of April 30, 1997 (as may be amended from time to time, "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Amended and Restated Security Agreement by and between Grantor and Lender dated as of April 30, 1997 (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Lender; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Lender for purposes of securing the obligations to Lender under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lender pursuant to the Credit Agreement;

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

1. Grant. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and



(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor 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 IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Lender.

4. Power of Attorney. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

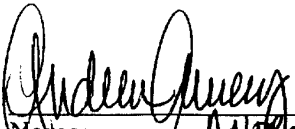
5. Release. At such time as all of the obligations secured hereby have been completely satisfied (unconditionally and indefeasibly) and any period during which any payments under any of the Loan Documents are subject to challenge or return has expired, Lender (at Grantor's request and expense) will execute and deliver to Grantor (without representation, warranty or recourse of any kind) an instrument, in writing, releasing the security interest in the Collateral acquired under this IP Security Agreement, subject to any disposition thereof which may have been made by Lender pursuant to this IP Security Agreement, the Security Agreement or the Credit Agreement.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement 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. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

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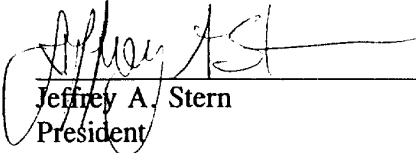
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST: *w. memo*

By:   
Name: Andrew Quercy  
Title: Secretary

[CORPORATE SEAL]

JEFFREY A. STERN & ASSOCIATES,  
INC. (Grantor)

By:   
Name: Jeffrey A. Stern  
Title: President

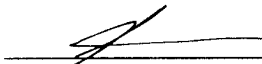
Address: 1658 10th Street  
Santa Monica, CA 90404

Facsimile: (310) 399-1722

WITNESS:

  
\_\_\_\_\_

SIGNET BANK (Lender)

By:   
Name: J. Scott Edmonds, Ass't Vice President

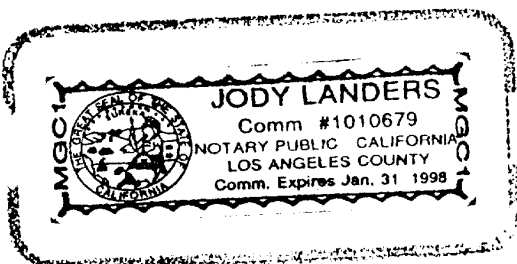
Address: 7799 Leesburg Pike  
Suite 500  
Falls Church, Virginia 22043

Facsimile: (703) 506-9712

## ACKNOWLEDGEMENT

STATE OF California :  
 COUNTY OF Los Angeles : SS

Before me, the undersigned, a Notary Public, on this 29<sup>th</sup> day of April  
 \_\_\_\_, 1997, personally appeared **Jeffrey A. Stern** and \_\_\_\_\_,  
 to me known personally, who, being by me duly sworn, did each separately say that he/she is  
 the President and \_\_\_\_\_ (respectively, as appropriate) of **Jeffrey A. Stern &  
 Associates, Inc.**, and that said instrument (i.e., the Intellectual Property Security Agreement)  
 was signed on behalf of said Jeffrey A. Stern & Associates, Inc. by authority of its Board of  
 Directors, and the said President and \_\_\_\_\_ each acknowledged said instrument  
 to be his/her free act and deed.



Jody Landers  
 Notary Public

My Commission Expires: 1-31-98

ACKNOWLEDGEMENT

~~STATE OF~~ District of Columbia:  
~~COUNTY OF~~ Washington, D.C. : SS

Before me, the undersigned, a Notary Public, on this 29<sup>th</sup> day of April, 1997, personally appeared **J. Scott Edmonds**, to me known personally, who, being by me duly sworn, did say that he is the **Assistant Vice President of Signet Bank**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **Signet Bank** by authority of its Board of Directors (through its Credit Committee), and the said J. Scott Edmonds acknowledged said instrument to be his free act and deed.

Phyllis T. Ferguson  
Notary Public

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

PHYLLIS T. FERGUSON  
Notary Public, District of Columbia  
My Commission Expires February 28, 2002

Schedule B

None

Schedule C

None