

08-13-1998



100791422

R SHEET
ONLY

U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Court

the attached original documents or copy thereof.

and address of receiving party(ies):

Name: Canadian Imperial Bank of Commerce

as Agent

Internal Address: _____

Street Address: Commerce Court West

7th Floor

City: Toronto State: Ontario ZIP: MSL 1A2

Country: Canada

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes No

1. Name of conveying party(ies):

TMG SOLUTIONS INC.
79 Fifth Avenue
New York, NY 10003

MCGILL MULTIMEDIA U.S. Inc.
5087 West Maple Road, #175
West Bloomfield, MI 48322

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporations-State (Both are Delaware Corporations)
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: July 29, 1998

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

75/056,359

B. Trademark No.(s)

2,117,088 1,718,593 1,350,963

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 4

7. Total fee (37 CFR 3.41): \$115.00 (Check No. 15990)

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

08/13/1998 J. WATKINS 00000062 75056359

01 FC:481
02 FC:482

40.00 DP
75.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

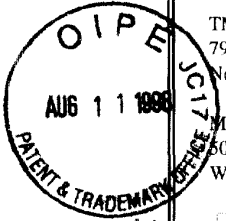
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver
Name of Person Signing

Signature

August 11, 1998
Date

Total number of pages comprising cover sheet and document attachments: 7



MRO 6-11-98

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of July 29, 1998, between TMG SOLUTIONS INC. and MCGILL MULTIMEDIA U.S. INC., each a Delaware corporation (herein individually referred to as a "Grantor" and collectively as the "Grantors"), and Canadian Imperial Bank of Commerce ("CIBC"), as Agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lender Parties (as defined below);

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of March 31, 1998 (together with all amendments, supplements and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among Mosaic Group Inc., an Ontario corporation (the "Borrower"), CIBC, Dresdner Bank Canada, The Bank of Nova Scotia and the various other financial institutions as are, or may from time to time become, parties thereto (each individually a "Lender" and collectively the "Lenders") and the Agent, the Lenders have extended Commitments to make Credits available to, and create Acceptances for, and the Swingline Lender has agreed to issue Letters of Credit for the account of, the Borrower;

WHEREAS, each Grantor is a wholly-owned Subsidiary of the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments, supplements and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, it is in the best interests of each Grantor to execute this Agreement inasmuch as each Grantor will derive substantial direct and indirect benefits from the availments of the Credits made from time to time to the Borrower by the Lenders pursuant to the Credit Agreement;

WHEREAS, each Grantor's business is a specialized part of an integrated and coordinated enterprise conducted by the Borrower through the Borrower and the Grantors for the convenience, economic advantage and greater profit of the integrated and coordinated enterprise represented by the Borrower and the Grantors;

WHEREAS, as a condition precedent to the availments of the Credits, the creation of the Acceptances and the issuance of Letters of Credit under the Credit Agreement, and as a requirement under the Credit Agreement, each Grantor is required to execute and deliver this Agreement and each Grantor has agreed to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce (i) the Lenders to make availments of the Credits to, and create

Acceptances for, the Borrower pursuant to the Credit Agreement, (ii) the Swingline Lender to issue Letters of Credit for the account of the Borrower and (iii) the Lender Parties to enter into any Capital Markets Contract, each Grantor agrees, for the benefit of each Lender Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Agent, and grant to the Agent a security interest in, for its benefit and the benefit of each Lender Party, all of the right title and interest of such Grantor in and to the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those registered trademarks referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, the termination or maturity of all Acceptances, the termination or expiration of all Letters of Credit, the termination of all Capital Markets Contracts and the termination of all Commitments, the Agent shall, at each Grantor's expense, execute and deliver to such Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in a manner consistent with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TMG SOLUTIONS INC.

By:  _____

Title: _____

Address: _____

Fax No.: _____

Attention: _____

McGILL MULTIMEDIA U.S. INC.

By:  _____

Title: _____

Address: _____

Fax No.: _____

Attention: _____

CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent

By: _____

Title: _____

Address: Commerce Court West
7th Floor
Toronto, Ontario
M5L 1A2 CANADA

Fax No.: (416) 980-5151

Attention: Director

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TMG SOLUTIONS INC.

By:  _____

Title: _____

Address: _____

Fax No.: _____

Attention: _____

McGILL MULTIMEDIA U.S. INC.

By:  _____

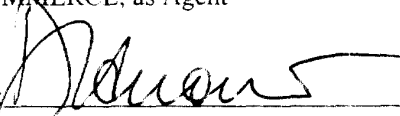
Title: _____

Address: _____

Fax No.: _____

Attention: _____

CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent

By:  _____

Title: _____

Address: Commerce Court West
7th Floor
Toronto, Ontario
M5L 1A2 CANADA

Fax No.: (416) 980-5151

Attention: Director

Item A. Trademarks

Registered Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
McGill Multimedia U.S. Inc.	United States: McGill Multimedia	Reg. No. 2,117,088	11/25/97
TMG Solutions Inc.	United States: TMG	Reg. No. 1,718,593	9/22/92
	United States: TMG	Reg. No. 1,350,963	7/23/85
	Canada: TMG	Reg. No. TMA395,720	3/13/92
	Mexico: TMG	Reg. No. 415160	6/1/92
	United Kingdom: TMG	Reg. No. B1395924	1/31/92

Pending Trademark Applications

<u>Grantor</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
TMG Solutions Inc.	United States: TELEVISIT	App. No. 75/056,359	2/12/96
	Chile: TMG Logo	App. No. 398462	11/26/97
	China: TMG Logo	App. No. 970033838	4/15/97
	China: TMG Logo	App. No. 970033839	4/15/97
	European Community: TMG and Design	App. No. 337857	8/13/96

Item B. Trademark Licenses

<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Registration No.</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.					