

AUG 24 1998

08-31-1998



100810084

MRS
8-24-98

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

1. Name of conveying party: AEC One Stop Group, Inc.
4250 Coral Ridge Drive
Coral Springs, FL 33065

2. Name and address of receiving party: GE Capital Corporation
201 High Ridge Road
Stamford, CT 06297

3. Nature of conveyance: Trademark Security Agreement

Execution Date: As of August 19, 1998

4. Application numbers and trademark numbers:

A. Trademark Application Nos. B. Trademark
Registration Nos.

75/412954	2174790	2140852
75/296147	2021163	1997557
75/296248	1718059	2016027
75/426650	2018072	2064561
75/412953	1871150	
75/416645	1608906	
75/412973	1868115	

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

Yolanda C. Tucker
O'Melveny & Myers LLP
Citicorp Center
153 East 53rd Street, 54th Floor
New York, NY 10022

6. Total number of applications and registrations
involved : 19

7. Total fee:
\$ 490 (Enclosed)

8. Deposit Account Number:

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.

Yolanda C. Tucker
Name of Person Signing

Yolanda C. Tucker
Signature

Date *8/21/98*

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENTS:

08/28/1998 JSHABAZZ 00000118 75412954

01 FC:481 40.00 DP
02 FC:482 450.00 DP

NY1-0605824.01

TRADEMARK
REEL: 1773 FRAME: 0519

05/21/98

Schedule I

Registered Trademarks of AEC One Stop Group, Inc.

**Key: 042 = Online Database 009 = Software or CD Rom
016 = printed matter (usually books)**

<u>Mark</u>	<u>Class</u>	<u>Serial #</u>	<u>Reg. #</u>
AMG All-Movie Guide	042	75/296249	2174790
All-Book Guide, Critics' Grade A Choice	042	75/412954	Pending
All-Game Guide, Critics' Grade A Choice	042	74/486728	2021163
All-Media Guide, Critics' Grade A Choice	042	74/486727	2018072
All Music Guide	016	75/296247	Pending
All-Music Guide	042	75/027675	2076960
All Music Guide, Critics' Grade A Choice	016	74/217371	1718059
All Music Guide	009 (CD Rom)	75/296248	Pending
Astro*Clock	009	73/797936	1871150
Astro*Talk	009	74/470652	1608906
Child*Star	009	74/470653	1868115
Explore Movies	042	75/426650	Pending
Explore Music	042	75/412953	Pending
Feng Shui	009	75/416646	Pending
Heart Center Logo	016	75/255231	2140852
Movie Map	016	Pending	Pending
Movie Map	042	Pending	Pending
Movie Views	042	Pending	Pending

<u>Mark</u>	<u>Class</u>	<u>Serial #</u>	<u>Reg. #</u>
Music Map	042	Pending	Pending
Music Views	042	Pending	Pending
New Age Holistic Alternatives	042	74/593963	1997557
New Age Voices	042	75/002433	2064561
Simpaticos	09	75/412970	Pending
Winstar	009	75/489978	2016027

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 19, 1998, by AEC ONE STOP GROUP, INC., a Delaware corporation ("Grantor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and guaranteed by Credit Parties other than Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Credit Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

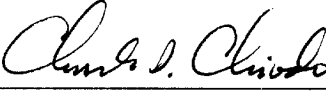
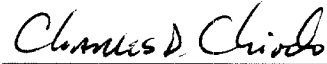
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

"Agent"

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: 
Its Duly Authorized Signatory

Address for Notices:

201 High Ridge Road
Stamford, Connecticut 06927-5100
Attn: Alliance Entertainment Account Manager
fax no.: (203) 316-7893