

08-05-1999

FORM PTO-1594 (Rev 6-93) OMB No. 0651-0011 (exp. 4/94)

RECOF T



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Ethnic-American Broadcasting Company, LLC Russian Television Network, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

2. Name and address of receiving party(ies)

Name: Summit Bank Internal Address: Street Address: 301 Carnegie Center, CN 5316 City: Princeton State: NJ ZIP: 08543-5316

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?

3. Nature of conveyance:

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

Execution Date: December 1, 1998

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

A. Trademark Application No.(s) 75 159911 75 498115 75 159955 75 498114 75 476106 75 498112

B. Trademark Registration No.(s) 2137909 2140274 2176069 2165139

Additional numbers attached? Yes No

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

Name: Matthew S. Weingast, Esq. Internal Address:

Street Address: Drinker Biddle & Reath LLP 105 College Road East, Suite 300 City: Princeton State: NJ ZIP: 08542

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

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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.

Matthew S. Weingast, Esq.

Name of Person Signing

Signature of Matthew S. Weingast

April 12, 99

Date

Tom Ralston, Thomson & Thomson

Total number of pages including cover sheet, attachments, and document:

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

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT ("Agreement") is made and entered into as of the 1st day of December, 1998 from ETHNIC-AMERICAN BROADCASTING COMPANY, L.L.C., a Delaware limited liability company ("EABC"), RUSSIAN TELEVISION NETWORK, INC., a Connecticut corporation ("RTN"), and any other subsidiary of EABC who becomes a party hereto (such subsidiaries, together with EABC and RTN shall be referred to individually and collectively herein as the "Assignor"), to SUMMIT BANK ("Summit"), a banking corporation of the State of New Jersey, as the Collateral Agent under that certain Intercreditor Agreement (as hereinafter defined), for itself in its individual capacity, as the Issuer (as hereinafter defined), as a Managing Agent (as hereinafter defined) and as Administrative Agent (as hereinafter defined), and for Fleet National Bank ("Fleet"), a national banking association, in its individual capacity, as a Managing Agent and as Syndication Agent (as hereinafter defined), the other lenders referred to in the Credit Agreement (Summit, Fleet and such other lenders shall be referred to herein as the "Lenders"), and United States Trust Company of New York, as trustee (in such capacity, the "Trustee") under the Indenture dated as of the date hereof (the "Indenture") relating to \$50,000,000.00 principal amount of the Second Priority Senior Subordinated Notes due 2003 of EABC (the "Senior Subordinated Notes") (the holders of such Senior Subordinated Notes, the "Noteholders") which were issued in connection with the Purchase Agreement (the "Note Purchase Agreement") among EABC, RTN and SkyView and the purchasers named therein (the "Purchasers"). Terms used but not otherwise defined herein shall have the meanings given to such terms in that certain Credit Agreement dated as of the date hereof (the "Credit Agreement") among EABC, the Lenders, Summit, in its capacity as issuer of Letters of Credit thereunder (Summit, in such capacity, and any successor issuer shall be referred to hereinafter as the "Issuer"), Fleet, as syndication agent for the Lenders (Fleet, in such capacity, and any successor syndication agent shall be referred to hereinafter as the "Syndication Agent"), Fleet and Summit, as managing agents for the Lenders (Fleet and Summit, in such capacity, and any successor managing agents shall be referred to hereinafter as the "Managing Agents") and Summit, as administrative agent for the Lenders, the Issuer, the Syndication Agent and the Managing Agents (Summit, in such capacity, and any successor administrative agent shall be referred to hereinafter as the "Administrative Agent"). Summit, in its capacity as collateral agent for the Lenders, the Issuer, the Syndication Agent, the Trustee and the Noteholders, and any successor collateral agent shall be hereinafter referred to as the "Assignee". The Trustee, the Noteholders, the Lenders, the Issuer, the Assignee, the Administrative Agent, the Syndication Agent and the Managing Agents, together with any successor or assignee, shall collectively be hereinafter referred to as the "Creditors."

BACKGROUND

A. Pursuant to the Credit Agreement, the Lenders have agreed to provide the Revolving Credit to EABC.

B. The Purchasers and EABC, RTN and SkyView have entered into the Note Purchase Agreement and the Trustee and EABC have entered into the related Indenture pursuant to which EABC will issue the Senior Subordinated Notes.

C. The Trustee, on behalf of the Noteholders, the Administrative Agent, on behalf of the Lenders, the Issuer, the Syndication Agent and the Managing Agents, the Assignee and EABC, RTN and SkyView have entered into a Collateral Agency Agreement dated as of the date hereof (the "Intercreditor Agreement"). The Credit Agreement, the Indenture, the Intercreditor Agreement and all other documents, instruments and agreements executed and delivered in connection therewith or otherwise related thereto, excluding the Note Purchase Agreement (and any extensions thereof and/or modifications thereto) are hereinafter sometimes referred to herein individually as a "Loan Document" and collectively as the "Loan Documents."

D. In order to induce the Lenders to enter into the Credit Agreement and to make available the Revolving Credit and to induce the Noteholders to enter into the Note Purchase Agreement, Assignors have agreed to grant to the Collateral Agent, as collateral agent for the Creditors under the Intercreditor Agreement, a lien on and security interest in certain servicemarks, trademarks, tradenames and the goodwill associated therewith, as herein provided.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Grant of Security Interest. To secure: the complete and timely payment, satisfaction and performance of the liabilities, obligations, covenants and agreements of Assignor to the Creditors, arising out of or incurred in connection with the Loan Documents, including without limitation the Liabilities (as defined in the Credit Agreement), as such liabilities, obligations, covenants and agreements may be hereafter amended, increased, decreased, supplemented or extended by any and all renewals, extensions, restatements or modifications of such Loan Documents hereafter entered into or otherwise arising or incurred (all of such liabilities and obligations are hereinafter collectively referred to as the "Obligations"), Assignor hereby grants and conveys to Assignee with power of sale, to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default as hereinafter defined, a security interest in and to each and every one of Assignor's now owned or existing or hereafter acquired or arising servicemark applications, servicemarks (whether registered, unregistered or for which any application to register has been filed),

trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed) and trade names, all of which are listed in Schedule A attached hereto and incorporated herein (as the same may be amended pursuant hereto from time to time) including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights owned by Assignor corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), and the goodwill of the business to which such Marks may relate.

2. Warranties and Representations. Assignor covenants and warrants that, to the best of its knowledge: (A) it is the sole and exclusive owner of the entire right, title and interest in each of the registered Marks in connection with the conduct of its business in the jurisdictions in which it is operating, subject to the language contained in the certificate of registration; (B) the Marks are free and clear of any liens, pledges, assignments or other encumbrances, except Permitted Liens (as defined in the Credit Agreement and the Indenture); (C) it has the unqualified right to enter into this Agreement and perform its terms; (D) the registered Marks are subsisting and have not been adjudged invalid or unenforceable; (E) each of the registered Marks is valid and enforceable; (F) no material claim has been made that the use of any of the Marks does or may violate the rights of any third person except for claims previously disclosed in writing to Assignee; and (G) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Marks. Assignor shall, in any event, indemnify and hold Assignee and each Creditor harmless from all losses, damages, costs and expenses, including reasonable legal costs and counsel fees, incurred by Assignee or any Creditor as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that any Mark infringes any servicemarks or trademarks held by third parties.

3. Right to Benefits. If, before the Obligations shall have been satisfied in full (other than indemnification obligations under which no claims that are then outstanding have been made that expressly survive the termination of the Credit Agreement and the Indenture), Assignor shall become entitled to the benefit of any additional servicemark, tradename or trademark registration or application, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Assignee reasonably prompt written notice thereof.

4. Future Marks. Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future servicemarks, trademarks, or tradenames which are Marks under paragraph 1 or paragraph 3 hereof.

5. Events of Default.

a. It shall constitute an event of default (each, an "Event of Default") hereunder if Assignor fails to perform or observe any term, covenant or agreement

contained herein, and such failure is not fully cured by 20 days from the earlier of (1) notice of such failure from any Creditor, or (2) Assignor becomes aware of such failure.

b. The occurrence of any Event of Default as defined under any of the Loan Documents shall also constitute an Event of Default under this Agreement, and any Event of Default under this Agreement shall constitute an Event of Default under each of the Loan Documents.

6. Assignor's Right to Use Marks. Unless and until an Event of Default shall occur and be continuing, Assignor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof except as otherwise permitted in writing by Assignee. Notwithstanding the foregoing, Assignor may license the Marks to third parties, provided that Assignor gives Assignee written notice of such license and such license agreement shall be subject to this Agreement.

7. Maintenance of Marks. Assignor shall have the duty to diligently maintain all registrations of those Marks which remain in use in interstate commerce and which, in Assignor's reasonable business judgement, are material to Assignor's business, including the timely filing of declarations of continuous use and renewals as appropriate.

8. Assignee's Rights As Secured Party. If any Event of Default shall have occurred and be continuing, Assignee shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Documents, 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 the Marks may be located and, without limiting the generality of the foregoing, Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in the State of New Jersey or elsewhere, all or a portion of the Marks and, as applicable, the goodwill associated therewith, or any interest which Assignor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses incurred by Assignee (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations; provided that any surplus of such proceeds held by the Assignee remaining after payment in full of the Obligations shall be paid over to Assignor or to whomever may be lawfully entitled to receive such surplus. Notice of any sale or other disposition of the Marks shall be given in writing to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Marks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Power of Attorney. If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's names on all applications, documents, papers and instruments necessary for Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks and, as applicable, the goodwill associated therewith, to any third person. Assignor hereby ratifies all actions that such attorney shall lawfully do or cause to be done pursuant to this Agreement, excluding actions consisting of gross negligence or willful misconduct. This power of attorney shall be irrevocable for the life of this Agreement and until the security interests granted hereby shall have terminated.

10. Termination. The security interests granted herein shall continue in full force and effect until (a) all of the Obligations are satisfied in full (other than indemnification obligations under which no claims that are then outstanding have been made that expressly survive the termination of the Credit Agreement and Indenture), (b) the Lenders' commitment to lend under the Credit Agreement terminates, (c) the Issuer's obligation to issue Letters of Credit terminates, and (d) no Letters of Credit issued by Issuer and no Senior Subordinated Notes are outstanding. Thereupon, this Agreement shall terminate and, at Assignor's written request and at Assignor's expense, the Assignee shall execute and deliver all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor the full unencumbered title to the Marks, and, as applicable, the goodwill associated therewith, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

11. Fees and Expenses of the Assignee. If an Event of Default shall have occurred and be continuing, any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be paid by Assignor on demand by Assignee, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate.

12. Protection of Marks. If an Event of Default shall have occurred and be continuing, Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 12.

13. No Waiver. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Documents 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 or the exercise of any other right, power or privilege.

14. 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 clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Manufacture and Sale. The parties understand and agree that the collateral security agreement of the Marks as provided for in this Agreement, together with other collateral provided to Assignee pursuant to the Loan Documents, will permit Assignee, upon the occurrence and during the continuance of an Event of Default as provided herein, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Loan Documents, all of which will permit the Assignee to manufacture and sell the products or provide the services for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignor.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

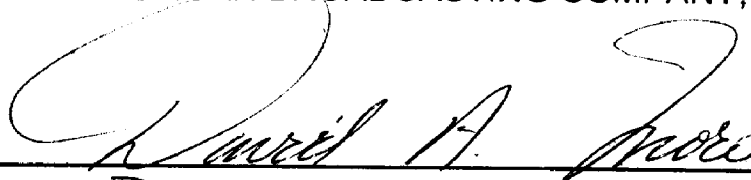
18. Further Acts. Assignor agrees to execute and file any documents which are or may be required in order to record this Agreement in the United States Patent and Trademark Office and perfect Assignee's security interests created hereunder.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.

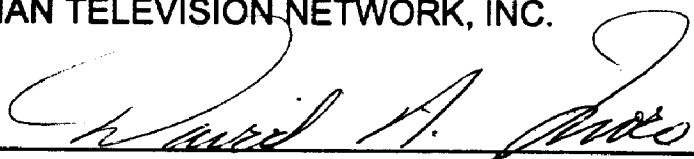
20. Intercreditor Agreement. Assignor acknowledges that the interests granted hereby are granted to the Assignee in its capacity as the Collateral Agent for the Creditors under the Intercreditor Agreement. If any conflict exists between the terms of this Agreement and that of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement the day and year first above written.

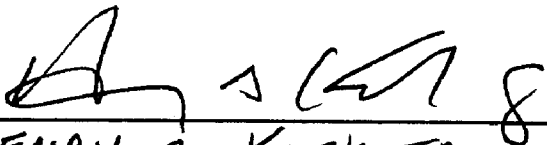
ETHNIC-AMERICAN BROADCASTING COMPANY, LLC

By: 
Name: DAVID A. MOKO
Title: President

RUSSIAN TELEVISION NETWORK, INC.

By: 
Name: DAVID A. MOKO
Title: EVP

SUMMIT BANK, as the Collateral Agent and on
Behalf of the Creditors

By: 
Name: HENRY G. KUSH JR
Title: Vice President

Trade Names, Trademarks and Service Marks

1. Trade Names

Russian-American Broadcasting Company

RABC

RTN

EABC

WMNB

SkyView

SkyView Digital Satellite Television

SkyView South Central

SkyView Midwest

SkyView Delaware Valley

SkyView Northwest

SkyView Southwest

SkyView New England

SkyView New York

2. Trademarks and Service Marks

(a) SKYVIEW, registered, registration number 2137909, registration date February 17, 1998.

(b) WMNB, registered, registration number 2140274, registration date March 3, 1998.

- (c) RABC, registered, registration number 2176069, registration date July 28, 1998.
- (d) RUSSIAN-AMERICAN BROADCASTING COMPANY, registered, registration number 2165139, registration date June 16, 1998.
- (e) EABC, application pending (published), application number 159911, application date August 29, 1996.
- (f) ETHNIC-AMERICAN BROADCASTING COMPANY, application pending, application number 159955, application date August 29, 1996.
- (g) CIAO TV, application pending, application number 476106, application date April 28, 1998.
- (h) ARABCO, application pending, application number 498112, application date June 8, 1998.
- (i) POWER MEDIA GROUP, application pending, application number 498115, application date June 8, 1998.
- (j) SKYVIEW MEDIA GROUP, application pending, application number 498114, application date June 8, 1998.
- (k) RUSSIAN TELEVISION NETWORK and its associated logos.
- (l) UKRAINIAN-AMERICAN BROADCASTING COMPANY
- (m) UABC
- (n) UKRAINIAN BROADCASTING NETWORK
- (o) UBN
- (p) NETWORK ASIA and its associated logo.
- (q) "BRINGING YOU CLOSER TO HOME", used in conjunction with the Network Asia service.
- (r) CARIBBEAN-AMERICAN BROADCASTING NETWORK
- (s) CHINESE-AMERICAN BROADCASTING COMPANY
- (t) CABC
- (u) ITALIAN SUPER CHANNEL

- (v) ITALIAN-AMERICAN BROADCASTING COMPANY
- (w) IABC
- (x) POLISH-AMERICAN BROADCASTING COMPANY
- (y) PABC
- (z) GREEK-AMERICAN BROADCASTING COMPANY
- (aa) GABC
- (ab) ARABIC-AMERICAN BROADCASTING COMPANY
- (ac) AABC
- (ad) GERMAN-AMERICAN BROADCASTING COMPANY
- (ae) VIETNAMESE-AMERICAN BROADCASTING COMPANY
- (af) VABC
- (ag) BRAZILIAN-AMERICAN BROADCASTING COMPANY
- (ah) BABC
- (ai) FILIPINO-AMERICAN BROADCASTING COMPANY
- (aj) FABC