

06-30-1999



101079945

6-28-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached  
 Execution Date  
 Month Day Year

Name

03 31 1999

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

06/29/1999 NTHA11 00000095 1080832

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 1250.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 001921 FRAME: 0543

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	see attached	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Carole S. Moorehouse

*Carole S. Moorehouse*

6/23/99

Name of Person Signing

Signature

Date Signed

TROLL COMMUNICATIONS I. L. C.  
U. S. TRADEMARK REGISTRATIONS

<u>OUR FILE NO.</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE OF ISSUE</u>
1034-3-009	TROLL	1,080,832	1/3/78 - 1/3/98 Next Ren. 1/3/2008
1034-3-011	TROLL BOOK CLUBS	1,127,829	12/18/79
1034-3-012	TROLL ASSOCIATES	1,080,833	1/3/78 - 1/3/98 Next Ren. 1/3/2008
1034-3-015	A WATERMILL CLASSIC	1,609,059	8/7/90
1034-3-016	WATERMILL PRESS	1,609,060	8/7/90
1034-3-020	TROLL LISTENING LAB	1,213,079	10/19/82
1034-3-021	FIRST START	1,214,450	10/26/82
1034-3-022	PICTURE BOOK PARTY	1,803,505	11/9/93
1034-3-027	TROLL LEARN & PLAY	1,874,328	1/17/95
1034-3-028	BRIDGEWATER BOOKS	1,891,710	4/25/95
1034-3-024	TROLL CREATIVE TEACHER IDEAS	1,898,102	6/6/95
1034-3-025	TROLL EARLY LEARNING ACTIVITIES	1,898,101	6/6/95
1034-3-023	ALWAYS FRIENDS	1,900,594	6/20/95
1034-3-026	GREAT BEGINNINGS	1,906,215	7/18/95
1034-3-034	RAINBOW BRIDGE	1,944,240	12/26/95
1034-3-032	WHISTLESTOP	1,944,241	12/26/95

TROLL COMMUNICATIONS I.L.C.  
U.S. TRADEMARK REGISTRATIONS (continued from Page 1)

OUR FILE NO.	MARK	REGISTRATION NO.	DATE OF ISSUE
1034-3-030	CURIOUS KIDS	1,952,765	1/30/96
1034-3-006	TROLL MEDALLION	1,953,265	1/30/96
1034-3-029	BOOK BUZZ	1,965,221	4/2/96
1034-3-001	TROLL READ & STAMP	1,971,008	4/30/96
1034-3-026C	GREAT BEGINNINGS	1,992,760	3/23/95
1034-3-039A	MIDNIGHT FRIGHT & DESIGN	2,006,983	10/8/96
1034-3-003	TROLL, NATURE WATCH	2,030,601	1/14/97
1034-3-039	MIDNIGHT FRIGHT	2,034,251	1/28/97
1034-3-044	TROLL SUPER FAIRS	2,046,414	3/18/97
	<u>ASSIGNED TO TROLL COMMUNICATIONS I.L.C. ON 7/30/98</u>		
1034-3-046	TROLL BOOK FAIRS	2,001,439	9/17/96
	<u>ASSIGNED TO TROLL COMMUNICATIONS I.L.C. ON 7/30/98</u>		
1034-3-048	TROLL READING EXPRESS	2,124,370	12/23/97
1034-3-050	FRIEND-TO-FRIEND	2,184,585	8/25/98
1034-3-051	SHRIEKSI	2,118,456	12/2/97
1034-3-049	CREEPY TIME	2,118,457	12/2/97

TROLL COMMUNICATIONS L.L.C.  
 U.S. TRADEMARK APPLICATIONS

OUR FILE NO:	MARK	SERIAL NUMBER	DATE OF ISSUE
1034-3-053	I CAN READ ABOUT	75/146,997	8/8/96
1034-3-054	TROLL & DESIGN	75/172,210	9/26/96
1034-3-052	GRUMPY BUNNY	75/195,460	11/12/96
1034-3-055	PLANET-T	75/200,027	11/19/96
1034-3-059	BOOK BLAST!	75/329,401	7/23/97
1034-3-060	BOOK BLAST & Design	75/329,402	7/23/97
1034-3-061	WEIRD WORLD	75/329,342	7/23/97
1034-3-062	WEIRD WORLD & Design	75/329,081	7/23/97
1034-3-064	PLANET TROLL.	75/551,258	9/11/98
1034-3-065	GREAT BEGINNINGS & Des.	75/524,474	7/23/98
1034-3-066	ALL MY BEST FRIENDS	75/524,164	7/23/98
1034-3-067	ALL MY BEST FRIENDS & Design	75/523,426	7/23/98
1034-3-068	ANIMAL PUN	75/501,461	6/23/98
1034-3-069	ANIMAL PUN & Design	75/518,453	7/14/98
1034-3-070	GIRL CONNECTION	75/523,497	7/23/98

U.S. TRADEMARK APPLICATIONS (continued from page 3)

OUR FILE NO:	MARK	SERIAL NUMBER	DATE OF ISSUE
1034-3-071	GIRL CONNECTION & Des.	75/524,148	7/23/98
1034-3-072	KID QUEST	75/524,170	7/23/98
1034-3-073	KID QUEST & Design	75/523,496	7/23/98
1034-3-074	SCIENCE INVESTIGATOR	75/536,402	8/13/98
1034-3-075	TROLL AT HOME	75/551,495	9/11/98
1034-3-076	TROLL AT HOME & Design	75/551,494	9/11/98
1034-3-077	PLANET TROLL & Design	TO BE FILED	
1034-3-078	SCHOOLZ OUT!	TO BE FILED	
1034-3-079	SCHOOLZ OUT! & Design	TO BE FILED	

## COPYRIGHT, TRADEMARK AND LICENSE MORTGAGE

THIS COPYRIGHT, TRADEMARK AND LICENSE MORTGAGE (this "Mortgage") made as of this 31st day of March, 1999, by TROLL COMMUNICATIONS L.L.C., a Delaware limited liability company, having an office at 100 Corporate Drive, Mahwah, New Jersey 07430 ("Mortgagor") in favor of FLEET CAPITAL CORPORATION, a Rhode Island corporation, as Lender, with an office at One North Franklin, Suite 3600, Chicago, Illinois ("Mortgagee").

### W I T N E S S E T H:

WHEREAS, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement of even date herewith (as from time to time amended or otherwise modified, the "Loan Agreement"), which Loan Agreement provides, among other things, (i) for Mortgagee to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee, of a security interest in substantially all of Mortgagor's assets, including, without limitation, the copyrights, copyright agreements, copyright applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and certain licenses of Mortgagor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Mortgagor agrees as follows:

1. Capitalized Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Copyrights, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the Obligations, Mortgagor hereby grants a continuing security interest in Mortgagor's entire right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Exhibit A attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(ii) trademarks, trademark registrations, trademark applications, tradenames, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, tradenames, service marks, registrations and applications listed on Exhibit B attached hereto and hereby made a part hereof, and all renewals, extensions and cotinuations of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iii) all license agreements with respect to any of the Copyrights or any of the Trademarks or any other copyright, trademark, service mark or any registration or application for registration or any other tradename or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof, other than license agreements which are not, by their terms, assignable without the consent of the other Person party thereto (unless such consent has been obtained) (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(iv) all rights corresponding to any of the foregoing throughout the world and the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

Upon the occurrence of an Event of Default, Mortgagee shall have the power, to the extent permitted by law and the Loan Agreement, to sell the Copyrights, Trademarks and Licenses.

3. Warranties, Representations and Covenants. Mortgagor warrants and represents to Mortgagee that, except as otherwise disclosed in the Loan Agreement or the Exhibits thereto:

(i) No registered Copyrights, registered Trademarks or Licenses have been adjudged invalid or unenforceable or have been cancelled, in whole or in part, or are not presently subsisting, except where the same would not reasonably be expected to have a Material Adverse Effect;



(ii) Each of the Copyrights, Trademarks and Licenses is valid and enforceable, except where the invalidity or unenforceability thereof would not reasonably be expected to have a Material Adverse Effect;

(iii) Save for the security interest created herein, and licenses granted by Mortgagor of Copyrights and Trademarks in the ordinary course of business, Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Copyrights and Trademarks and is party to the Licenses, free and clear of any liens, charges and encumbrances (other than Permitted Liens), including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons;

(iv) Mortgagor has adopted, used and is currently using, or has a current bona fide intention to use, all of the Trademarks material to its business;

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Copyrights, Trademarks or Licenses, which if adversely determined, would reasonably be expected to have a Material Adverse Effect;

(vi) Mortgagor has the right to execute and deliver this Mortgage and perform its terms;

(vii) Mortgagor has no notice of any infringement or unauthorized use presently being made of any of the Copyrights, Trademarks or Licenses which would reasonably be expected to have a Material Adverse Effect; and

(viii) All information furnished to Mortgagee concerning the material Copyrights, material Trademarks and material Licenses and proceeds thereof, for the purpose of obtaining credit or an extension of credit from Mortgagee, is, or will be at the time the same is furnished, accurate and correct in all material respects.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Loan Agreement shall have been terminated in accordance with Section 4.2.4 of the Loan Agreement (the "Loan Agreement Termination"), Mortgagor shall not abandon, sell or assign its interest in, or grant any license under, any Copyright, Trademark or License, or enter into any other agreement with respect to the Copyrights, Trademarks or Licenses, in each case, if the same would reasonably be expected to have a Material Adverse Effect, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Copyrights, Trademarks, and Licenses. Mortgagor represents and warrants that the Copyrights, Trademarks and Licenses listed on Exhibits A, B and C,

respectively, constitute all of the registered Copyrights and registered Trademarks now owned by, and material Licenses granted by or to, Mortgagor. If, before the Loan Agreement Termination, Mortgagor shall (i) obtain rights to any new Copyrights, Trademarks or Licenses, or (ii) become entitled to the benefit of any Copyrights, Trademarks or Licenses, the provisions of this Mortgage above shall automatically apply thereto. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Copyrights, Trademarks and Licenses.

6. Royalties; Term. The term of the security interests/mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Copyrights, Trademarks and Licenses encumbered hereunder, and (ii) the Loan Agreement Termination. Upon the occurrence and during the continuance of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Copyrights, Trademarks and Licenses shall be worldwide (to the extent of Mortgagor's rights) and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon the Loan Agreement Termination, Mortgagee shall execute and deliver to Mortgagor all releases and other instruments, and shall take such other actions, as may be necessary or proper to release its security interest in the Copyrights, Trademarks, and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

8. Expenses. All reasonable (provided that all fees, costs and expenses relating to enforcement of this Mortgage shall not be subject to such "reasonable" standard) fees, costs and expenses, including reasonable attorneys' and paralegals' fees and legal expenses, incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor in accordance with the Loan Agreement. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Copyrights, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Copyrights, Trademarks and Licenses, shall be borne by and paid by Mortgagor.

9. Duties of Mortgagor. Mortgagor shall have the duty (i) to file and prosecute diligently any material copyright, material trademark or material service mark applications pending as of the date hereof or thereafter until the Loan Agreement Termination, (ii) to make application on material uncopyrighted but copyrightable works and on material trademarks and material service marks, as appropriate, (iii) to preserve and maintain all rights in the Copyrights, Trademarks and Licenses, except where the failure to do so would not reasonably be expected to leave a Material Adverse Effect and (iv) to ensure that the Copyrights, Trademarks and Licenses are and remain enforceable, except where the failure to do so would not reasonably be expected to leave a Material Adverse Effect. Any

expenses incurred in connection with Mortgagor's obligations under this Section 9 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a material copyright, material trademark or material service mark application, or abandon any Copyright, Trademark or License without the written consent of Mortgagee, except where such abandonment could not reasonably be expected to leave a Material Adverse Effect. If Mortgagor fails to comply with any of the foregoing duties, Mortgagee may perform said duties in Mortgagor's name, to the extent permitted by law, at Mortgagor's expense, and Mortgagor hereby agrees to reimburse Mortgagee, in accordance with the Loan Agreement, in full for all expenses incurred in connection with Mortgagee's performance of such duties, including reasonable attorneys' fees and expenses so incurred by Mortgagee. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect and (ii) to provide Mortgagee, promptly upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

10. Mortgagee's Right to Sue. After the occurrence and during the continuance of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Copyrights, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee, including reasonable attorneys' fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 10, in accordance with the Loan Agreement.

11. Waivers. Neither any course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Agreement 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 thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Mortgage 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 Mortgage in any jurisdiction.

13. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.

All of Mortgagee's rights and remedies with respect to the Copyrights, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuation of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of any or all of the Copyrights, Trademarks and Licenses, or (ii) take any other actions with respect to any or all of the Copyrights, Trademarks and Licenses as Mortgagee deems to be in its best interest, or (iii) grant or issue any exclusive or non-exclusive license under any or all of the Copyrights, Trademarks or Licenses to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Copyrights, Trademarks or Licenses to any Person. Mortgagor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until the Loan Agreement Termination. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee or its successors, transferees and assigns under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable law) as enacted in any jurisdiction in which the Copyrights, Trademarks or Licenses may be located.

15. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

16. GOVERNING LAW. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

17. CONSENT TO FORUM AND WAIVERS. TO INDUCE MORTGAGEE TO MAKE THE LOANS, AS EVIDENCED BY THE LOAN AGREEMENT AND THIS AGREEMENT, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR ANY DOCUMENTS EXECUTED IN CONNECTION

HEREWITH, SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN CHICAGO, ILLINOIS. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN CHICAGO, ILLINOIS. MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST MORTGAGOR BY MORTGAGEE IN ACCORDANCE WITH THIS SECTION. MORTGAGOR AND MORTGAGEE HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY. MORTGAGOR FURTHER WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF MORTGAGEE.


18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreement.


IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

TROLL COMMUNICATIONS L.L.C.

By   
Its W. Andrew G. Senior - Vice President

AGREED AND ACCEPTED THIS  
31st day of March, 1999.

FLEET CAPITAL CORPORATION

By   
Its Vice President

STATE OF New York )  
 ) SS  
COUNTY OF New York )

The foregoing Copyright, Trademark and License Mortgage was executed and acknowledged before me this 31st day of March, 1999 by W Martin Catto, personally known to me to be the Senior Vice President of Troll Communications L.L.C., a Delaware limited liability company, on behalf of such company.



\_\_\_\_\_  
Notary Public

My Commission expires:  
\_\_\_\_\_

STATE OF New York )  
 ) SS  
COUNTY OF New York

The foregoing Copyright, Trademark and License Mortgage was executed and acknowledged before me this 31st day of March, 1999, by Anthony DiChiara, personally known to me to be the Vice President of Fleet Capital Corporation, a Rhode Island corporation, on behalf of such corporation.

  
\_\_\_\_\_  
Notary Public

My Commission expires:  
\_\_\_\_\_

AFTER FILING RETURN THIS INSTRUMENT TO:

Jonathan M. Cooper, Esq.  
Goldberg, Kohn, Bell, Black,  
Rosenbloom & Moritz, Ltd.  
Suite 3700  
55 East Monroe  
Chicago, Illinois 60603