PTO-1594 7-12-99 RECC 07-14-1999 HEE

(6-93)

No. 0651-0011 (exp. 4/94)

ab settings ⇒ ⇒ ⇒ ▼

To the Honorable Commissioner of Pate

101090620

RECEIVED

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

JUL 12

ched original documents or copy thereof.

Name of conveying party(ies):

Audio Book Club, Inc.

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

ditional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

ecution Date: December 31, 1998

2. Name and address of receiving party(ies)

Name: Fleet National Bank, as agent

Internal Address:

Street Address: One Federal St

City: Boston State: MA ZIP: 02110

☐ 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: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) $390.00

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

DO NOT USE THIS SPACE

07/13/1999 MTHAI1 00000223 2097439

01 FC:481 40.00 OP
02 FC:482 350.00 OP

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.

Laura Konrath
Name of Person Signing

Signature

Date

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

TRADEMARK
REEL: 001926 FRAME: 0533

Continuation Item 1:

ABC Internet Services, Inc.
a New York Corporation

ABC Investment Corp.
a Delaware Corporation

CH Acquisitions Corp.
a Delaware Corporation

Continuation Item 4

Intellectual Property

Trademarks	
Mark/Work	**Registration No.**
Miscellaneous Design	No. – 2,097,439
Miscellaneous Design	No. – 2.097.440
Audio Book Club & Design	No. – 2,110,587
Miscellaneous Design	No. – 1,938,108
Audio Book Club & Design	No. – 1,965,035
Where Books Come to Life! & Design	No. – 2,117,493
Audio Book Club – Where Books Come to Life & Design	No. – 2,158,535
Audio Book Club – World's Largest Selection & Design 75/382801	Pending – Filed 10/31/97
Audio Book Club – World's Largest Selection of Audio Books & Design 75/382818	Pending – Filed 10/31/97
Miscellaneous Design75/389209	Pending – Filed 11/13/97
Where Books Come to Life!	~~Pending~~ – Filed 11/13/97 2,244,389 Reg.
Audio Book Club – Where Books Come to Life & Design 75/389207	Pending – Filed 11/13/97
BooksAloud 75/468847	Pending – Filed 4/16/98
BooksAloud.com 75/468846	Pending – Filed 4/16/98
Audio Book Club 75/567910	File Refusal Entered; Appeal Pending

TRADEMARK
REEL: 001926 FRAME: 0535

INTELLECTUAL PROPERTY SECURITY AGREEMENT

December 31, 1998

from

AUDIO BOOK CLUB, INC.,

ABC INTERNET SERVICES, INC.,

CLASSIC RADIO HOLDING CORP.,

CLASSIC RADIO ACQUISITION CORP.,

ABC INVESTMENT CORP., and

CH ACQUISITIONS CORP.

as Grantors,

to

FLEET NATIONAL BANK,

as Administrative Agent

124870.5

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated December 31, 1998 made by AUDIO BOOK CLUB, INC., a Florida corporation with an office at 2295 Corporate Boulevard, Suite 222, Boca Raton, Florida 33431 (the "Borrower"), the Additional Grantors, ABC INTERNET SERVICES, INC., a New York corporation with an office at 2295 Corporate Boulevard, Suite 222, Boca Raton, Florida 33431, CLASSIC RADIO HOLDING CORP., a Delaware corporation with an office at 2295 Corporate Boulevard, Suite 222, Boca Raton, Florida 33431, CLASSIC RADIO ACQUISITION CORP., a Delaware corporation, with an office at 2295 Corporate Boulevard, Suite 222, Boca Raton, Florida 33431, ABC Investment Corp., a Delaware corporation, with an office at 103 Springer Building, 3411 Silver Side Road, Wilmington, DE 19810 and CH ACQUISITIONS CORP., a Delaware corporation, with an office at 2295 Corporate Boulevard, Suite 222, Boca Raton, Florida 33431,(as defined in Section 13(c)) (the Additional Grantors, together with the Borrower, the "Grantors") to FLEET NATIONAL BANK, as administrative agent (in such capacity, together with successors in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

PRELIMINARY STATEMENTS:

(1) The Borrower has entered into a Credit Agreement, dated of even date herewith (said Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the banks, financial institutions and other institutional lenders party thereto (the "Lenders"), Fleet National Bank, as the Issuing Bank, and Fleet National Bank, as the Administrative Agent.

(2) It is a condition precedent to the making of Advances by the Lenders, the issuance of Letters of Credit by the Issuing Bank under the Credit Agreement and the Hedge Banks' entering into the Bank Hedge Agreements with the Borrower from time to time that the Borrower shall have granted the assignment and security interest and made the pledge and assignment contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Secured Parties to make Advances under the Credit Agreement, the Issuing Bank to issue Letters of Credit under the Credit Agreement, and the Hedge Banks to enter into Bank Hedge Agreements with the Borrower from time to time, each of the Grantors hereby agrees with the Administrative Agent for its benefit and the ratable benefit of the Secured Parties as follows:

SECTION 1. Grant of Security. Each of the Grantors hereby assigns as collateral and pledges to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties a security interest in the following, in each case, as to each type

TRADEMARK
REEL: 001926 FRAME: 0537

of property described below, whether now owned or hereafter acquired by such Grantor, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell the same, (ii) the right to sue or otherwise recover for any misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof (to the extent that assignment of such application is permissible under 15 U.S.C. 1060), including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, whether statutory or common law, and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and

TRADEMARK
REEL: 001926 FRAME: 0538

payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Copyrights");

(d) all license agreements (subject to the rights of the other parties thereto) with any other Person in connection with any of the Patents, Trademarks or Copyrights, or such other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the "Licenses"); provided, however, that to the extent that the consent of any other party to any of the Licenses is required, under the terms thereof, for the collateral assignment thereof, then this Agreement shall not effect any collateral assignment of (or otherwise be applied so as to cause a default under) such Licenses; and

(e) all proceeds of any of the foregoing Patents, Trademarks, Copyrights and Licenses, including, without limitation, any claims by such Grantor against third parties for infringement of the Patents, Trademarks, Copyrights or Licenses.

(f) As used in this Agreement, the terms (i) "ABC Intellectual Property Collateral" shall mean the Intellectual Property Collateral of the Grantors not acquired as a result of the consummation of the Acquisitions and (ii) "Acquired Intellectual Property Collateral" shall mean the Intellectual Property Collateral of the Grantors acquired as a result of the consummation of the Acquisitions.

SECTION 2. Security for Obligations. This Agreement secures the payment of all Obligations of each Grantor now or hereafter existing under the Loan Documents, whether for principal, interest, fees, expenses or otherwise (all such Obligations secured being the "Secured Obligations").

SECTION 3. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Administrative Agent of any of the rights or remedies hereunder shall not release any Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) neither the Administrative Agent nor any Secured Party shall have any obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Administrative Agent or any Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

TRADEMARK
REEL: 001926 FRAME: 0539

SECTION 4. Representations and Warranties. The Grantors jointly and severally represent and warrant as follows:

(a) Each Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by such Grantor free and clear of any Lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Loan Documents (including, without limitation, any Liens disclosed in Section 6.1 of the Credit Agreement); provided, however, Grantors may possess derivative copyrights in works considered to be in the "public domain" as to which third parties may also have claims. No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral or listing any Grantor or any of its Subsidiaries or any trade name of any Grantor or any of its Subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office) (except that the foregoing representation as to the Acquired Intellectual Property Collateral is made only to the knowledge of the Grantors in respect of filings or recordings that are not Uniform Commercial Code filings), except such as may have been filed in favor of the Administrative Agent relating to this Agreement or one of the other Loan Documents, or as may be permitted pursuant to the Credit Agreement.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by each Grantor. Set forth in Schedule II is a complete and accurate list of all trademark and service mark registrations and all trademark and service mark applications owned by each Grantor. Set forth in Schedule III is a complete and accurate list of all copyright registrations and copyright applications owned by each Grantor. Set forth in Schedule IV is a complete and accurate list, in all material respects, of all Licenses in which each Grantor is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. Such Grantor has made all necessary filings and recordations to protect and maintain its interest in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, copyright registrations and copyright applications and Licenses set forth in Schedules I, II, III and IV hereto which are part of the ABC Intellectual Property Collateral, except where the failure to make any such filings and recordations would not have a Material Adverse Effect.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto (except for any which is immaterial to the business of such Grantor) is subsisting and has not been adjudged invalid, unregisterable or unenforceable, in whole or in part, and is valid, registrable and enforceable. Each License of each Grantor identified in Schedule IV (except for any which is immaterial to the business of such Grantor) is, to the best of each Grantor's knowledge, subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is, to the best of each Grantor's knowledge, valid and enforceable. No Grantor is aware of any uses of any item of Intellectual Property Collateral (except for any which is immaterial to the business of such Grantor) which would be

TRADEMARK
REEL: 001926 FRAME: 0540

expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral.

(d) No Grantor has made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral (except for any which is immaterial to the business of such Grantor). Except as set forth on Schedule 4(d), no Grantor has granted any license (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral (except for any which is immaterial to the business of such Grantor).

(e) Each Grantor has used proper statutory notice in connection with its use of each patent, each registered trademark and service mark and each copyright contained in Schedule I, II or III (except for any which is immaterial to the business of such Grantor).

(f) This Agreement creates in favor of the Administrative Agent, on behalf of itself and the Lender Parties, a valid (upon filing of financing statements and with the appropriate U.S. patent and trademark or copyright office) first priority security interest in the Intellectual Property Collateral of each Grantor which can be perfected by such filings, securing the payment of the Secured Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest as requested by the Administrative Agent have been duly taken; provided however, it is understood that with respect to any rights which any Grantor may have in copyrights licensed or acquired from third parties, a security interest in such copyrights can only be perfected through filing in the U.S. Copyright Office if such copyrights have been previously registered with the U.S. Copyright Office; and provided further, except as set forth in the Schedules attached hereto, each Grantor makes no representations or warranties about which, if any, of such copyrights have been registered with the U.S. Copyright Office.

(g) Except as set forth in Schedule 4.4 of the Credit Agreement, and any required consent of other parties to Licenses, no consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by any Grantor of the assignment and security interest granted hereby, for the pledge by any Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by each Grantor, (ii) for the perfection or maintenance of the pledge, assignment and security interest created hereby (including the first priority nature of such pledge, assignment and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements have been duly filed, and the filing and recording of this Agreement in the United States Patent and Trademark Office and the United States Copyright Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Administrative

TRADEMARK
REEL: 001926 FRAME: 0541

Agent of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement. To the extent that any of the Licenses entered into after the date hereof is material to the business of the subject Grantor or accounted for or could reasonably be expected to account for more than $250,000 in gross revenues to the Grantors during Borrower's current or subsequent fiscal year, such Grantor will hereafter promptly use its commercially reasonable efforts (without being required to incur any unreasonable expense) to obtain any required third party consent for the assignment of such License hereunder.

(h) Except as set forth on Schedule 4(i) hereto or Schedule 4.4 or 4.9 to the Credit Agreement, no claim has been made to or by any Grantor and is continuing or threatened to or by any Grantor that any item of Intellectual Property Collateral (except that which is immaterial to such Grantor's business) is invalid or unenforceable or that the use by any Grantor of any Intellectual Property Collateral (except that which is immaterial to such Grantor's business) does or may violate the rights of any Person. To the best of each Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property Collateral (except that which is immaterial to such Grantor's business) or could not reasonably be expected to result in a claim or claiming against such Grantor for amount exceeding $250,000 individually or in the aggregate.

(i) Each Grantor has taken all reasonably necessary steps to use consistent standards of quality in the manufacture, distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral, which is part of the ABC Intellectual Property Collateral and material to such Grantor's business, and has taken all commercially reasonable steps to ensure that all licensed users of any of the Intellectual Property Collateral, which is part of the ABC Intellectual Property Collateral and material to such Grantor's business, use such consistent standards of quality.

(j) Nothing has come to the attention of any Grantor which causes it to believe that any representation or warranty received by such Grantor and contained in the Acquisition Agreements relating to the Acquired Intellectual Property Collateral of such Grantor contains an untrue statement of material fact or omits to state a material fact necessary to make the statements not misleading which fact or omission could reasonably be expected to have a material adverse effect on the business, condition (financial or otherwise), results of operations, performance, reasonably foreseeable business prospects or properties of such Grantor.

(k) For purposes of any of the representations, warranties or covenants contained in this Agreement, the phrase "material to business of any Grantor" or other similar phrase shall be deemed, when referring to effects of any events or items on either Classic Radio Holding Corp. or Classic Radio Acquisition Corp., to refer to the effects of any such events or items on their respective businesses taken as a whole and not individually.

TRADEMARK
REEL: 001926 FRAME: 0542

SECTION 5. Further Assurances. (a) Each of the Grantors jointly and severally agrees that from time to time, at the expense of such Grantor, such Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Administrative Agent believes may be reasonably necessary, or that the Administrative Agent may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, each Grantor will, upon the reasonable request of the Administrative Agent, with respect to the Intellectual Property Collateral owned by such Grantor, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary, or as the Administrative Agent may reasonably request, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, if it obtains an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, copyright registration, copyright application, work of authorship or License, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, copyright registration, copyright application, work of authorship or License will automatically become part of the Intellectual Property Collateral; provided, however, that to the extent the consent of any other party to any such License is required, under the terms thereof, for the collateral assignment thereof, then this Agreement shall not effect any collateral assignment of (or otherwise be applied so as to cause a default under) such License for so long as (but only for so long as) such consent would be required and has not been obtained. Each Grantor further agrees that it shall deliver to the Administrative Agent a written report, in reasonable detail, on an annual basis (starting on or about December 31, 1999, and thereafter on or about December 31 of each succeeding year), setting forth each new patent, patent application, trademark or

TRADEMARK
REEL: 001926 FRAME: 0543

service mark registration, trademark or service mark application, copyright registration, copyright application or License that such Grantor has filed, acquired or otherwise obtained in U.S. the preceding six month reporting period. Such Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedules I, II, III and IV hereto (and shall cooperate with the Administrative Agent in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or License which becomes part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration and copyright application set forth in Schedule I, II or III hereto (except for those which individually and in the aggregate are immaterial to the Grantor's business), each Grantor agrees to take all reasonably necessary steps, including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and copyright registration, and (ii) pursue each such patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Each Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application to which it is now or later becomes entitled (except for those which individually and in the aggregate are immaterial to the Grantor's business). Any and all expenses incurred in connection with such activities will be borne by such Grantor. No Grantor shall discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application now or hereafter included in the Intellectual Property Collateral (except for those which individually and in the aggregate are immaterial to the Grantor's business), unless the relevant Grantor shall have first determined in its sound and reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of such Grantor's business, in which case, such Grantor shall give written notice of any such abandonment or discontinuance to the Administrative Agent pursuant to the annual reporting requirement contained in Section 5(d) above.

(f) Each Grantor agrees to notify the Administrative Agent promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral (except for those which individually and in the aggregate are immaterial to the Grantor's business) has been determined to have become abandoned or dedicated to the public, (ii) of the institution of any proceeding by or against such Grantor (including, without limitation, the institution of any proceeding in

TRADEMARK
REEL: 001926 FRAME: 0544

the United States Patent and Trademark Office or any court) regarding any infringement or unauthorized use of (or similar claim with respect to) item of the Intellectual Property Collateral which is material to such Grantor's business, or (iii) of any adverse determination in any such proceeding.

(g) In the event that a Grantor makes a determination in its reasonable business judgment that any item of the Intellectual Property Collateral, which is material to such Grantor's business, is infringed or misappropriated by a third party, such Grantor shall promptly notify the Administrative Agent and will take such actions as such Grantor or, following the occurrence and during the continuance of a Default of an Event of Default, the Administrative Agent deems reasonable and appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense incurred in connection with such activities will be borne by such Grantor.

(h) Each Grantor shall use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks, and copyrights contained in Schedule I, II or III (except for those which individually and in the aggregate are immaterial to the Grantor's business).

(i) Each Grantor shall take all steps which it or, following the occurrence and during the continuance of a Default or an Event of Default, the Administrative Agent deems reasonable and appropriate under the circumstances to preserve and protect its Intellectual Property Collateral, which is material to such Grantor's business, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably appropriate to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 6. Transfers and Other Liens. Each of the Grantors agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Intellectual Property Collateral except as expressly permitted by the Credit Agreement, or (ii) create or suffer to exist any Lien upon or with respect to any of the Intellectual Property Collateral except for the pledge, assignment and security interest created by this Agreement and except for Liens expressly permitted by Section 6.1 of the Credit Agreement; provided, however, that this Section 6 shall not, unless an Event of Default has occurred and is then continuing, prohibit, impair or limit the right or ability of any Grantor to grant licenses in respect of any of the Intellectual Property Collateral in the ordinary course of business.

SECTION 7. Administrative Agent Appointed Attorney-in-Fact. Each of the Grantors hereby irrevocably appoints the Administrative Agent such Grantor's attorney-in-fact,

TRADEMARK
REEL: 001926 FRAME: 0545

with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default and upon notice to such Grantor to take any action and to execute any instrument that the Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Administrative Agent may deem necessary or desirable to enforce the rights of the Administrative Agent with respect to any of the Intellectual Property Collateral.

SECTION 8. Administrative Agent May Perform. If any of the Grantors fails to perform any agreement contained herein, the Administrative Agent may itself, upon fifteen (15) days' notice to such Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Administrative Agent incurred in connection therewith shall be borne by such Grantor.

SECTION 9. The Administrative Agent's Duties. The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Administrative Agent shall have no duty as to any Intellectual Property Collateral, whether or not the Administrative Agent or any other Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Administrative Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Administrative Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Administrative Agent may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any other Loan Document or otherwise available to it, all the rights and remedies of a secured party upon default under the New York Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform

TRADEMARK
REEL: 001926 FRAME: 0546

Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require any and all of the Grantors to, and each Grantor hereby agrees that it will at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Administrative Agent and make them available to the Administrative Agent at a place and time to be designated by the Administrative Agent; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable; and (iii) occupy any premises owned or leased by any Grantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and such Grantor will supply to the Administrative Agent or its designee such Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, such Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' written notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Administrative Agent, be held by the Administrative Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Administrative Agent pursuant to Section 11(b)), in whole or in part, by the Administrative Agent, for the ratable benefit of the Secured Parties against all or any part of the Secured Obligations in such order as the Loan Documents may require and otherwise as the Administrative Agent may elect. Any surplus of such cash or cash proceeds held by the Administrative Agent and remaining after payment in full of all of the Secured Obligations shall be paid over to the applicable Grantors or to whomever may be lawfully entitled to receive such surplus.

(c) The Administrative Agent may exercise any and all rights and remedies of any of the Grantors in respect of the Intellectual Property Collateral.

TRADEMARK
REEL: 001926 FRAME: 0547

(d) All payments received by any Grantor in respect of the Intellectual Property Collateral shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Administrative Agent in the same form as so received (with any necessary or desirable endorsement or assignment).

SECTION 11. Indemnity and Expenses. (a) Each of the Grantors hereby jointly or severally agrees to indemnify the Administrative Agent from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Administrative Agent's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The Borrower will, upon demand, pay to the Administrative Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Administrative Agent or the Lender Parties hereunder or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

SECTION 12. Security Interest Absolute. The obligations of each Grantor under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against any or all Grantors to enforce this Agreement, irrespective of whether any action is brought against the Borrower or whether the Borrower is joined in any such action or actions. All rights of the Administrative Agent and the pledge, assignment and security interest hereunder, and all obligations of each Grantor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any Loan Document or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Loan Document, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Borrower or any Grantor or any of their Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Secured Obligations;

TRADEMARK
REEL: 001926 FRAME: 0548

mailed by certified mail, return receipt requested, two (2) Business Days after being deposited with a recognized overnight delivery service with all charges prepaid or billed to the account of the sender, upon delivery to the telegraph company, upon personal delivery or transmission by telecopier or upon confirmation by telex answerback, respectively, addressed as aforesaid.

SECTION 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (a) remain in full force and effect until the latest of (i) the indefeasible payment in full in cash of all of the Secured Obligations, (ii) the expiration, termination or cancellation of all of the Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Lender Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may, subject to and in accordance with the requirements of the Credit Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitment, the Advances owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as provided in Section 11.7 of the Credit Agreement).

SECTION 16. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral (subject to compliance, if required, with any terms of the Loan Documents), the Administrative Agent will, at the Grantors' expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the assignment and security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Administrative Agent, at least ten (10) days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Administrative Agent and a certification by such Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Administrative Agent may reasonably request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.6 of the Credit Agreement shall be paid to, or in accordance with the instructions of, the Administrative Agent at the closing or thereafter, as the case may be.

(b) Upon the latest of (i) the indefeasible payment in full in cash of the Secured Obligations, (ii) the expiration, termination or cancellation (or full cash collateralization thereof as provided in the Credit Agreement) of all of the Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, the pledge, assignment and security interest granted by each of the Grantors hereby shall terminate and all rights to the Intellectual Property Collateral shall revert to the appropriate Grantor. Upon any such

TRADEMARK
REEL: 001926 FRAME: 0549

termination, the Administrative Agent will, upon receipt of a written request and at the Grantors' expense, execute and deliver to the appropriate Grantor such documents as such Grantor shall reasonably request to evidence such termination, and shall return to the appropriate Grantor all Intellectual Property Collateral in the Administrative Agent's possession or under its control.

(c) To the extent any one or more provisions of this Agreement shall conflict with one or more provisions in the Credit Agreement, the provisions of the Credit Agreement shall control and supersede any such conflicting provision(s) of this Agreement.

SECTION 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of New York. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 001926 FRAME: 0550

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

AUDIO BOOK CLUB, INC.

By: _____

Name: Norton Herrick
Title: CO-CEO

Address: 2295 Corporate Boulevard
Suite 222
Boca Raton, Florida 33431

CLASSIC RADIO HOLDING CORP.

By: _____

Name: Norton Herrick
Title: CO-CEO
Address: 2295 Corporate Boulevard
Suite 222
Boca Raton, Florida 33431

CLASSIC RADIO ACQUISITION CORP.

By: _____

Name: Norton Herrick
Title: CO-CEO

Address: 2295 Corporate Boulevard
Suite 222
Boca Raton, Florida 33431

ABC INTERNET SERVICES, INC.

By: _____

Name: Norton Herrick
Title: CO-CEO

Address: 2295 Corporate Boulevard
Suite 222
Boca Raton, Florida 33431

ABC INVESTMENT CORP.

By: _____

Name: John Levy
Title: EVP

Address:

CH ACQUISITIONS CORP.

By: _____

Name: Norton Herrick
Title: CEO

Address: 2295 Corporate Boulevard
Suite 222
Boca Raton, Florida 33431

TRADEMARK
REEL: 001926 FRAME: 0553

STATE OF New York)
) ss:
COUNTY OF New York)

On the 31st day of December, 1998, before me personally came Norton Herrick to me known, who, before me duly sworn, did depose and say that he is Co-CEO of Audio Book Club, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Rosemarie J. Lamb
Notary Public

ROSEMARIE J. LAMB
Notary Public, State of New York
No. 01LA4722680
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires October 31, 2000

124870 5

STATE OF New York)
) ss:
COUNTY OF New York)

On the 31st day of December, 1998, before me personally came Norton Herrick to me known, who, before me duly sworn, did depose and say that he is Co-CEO of ABC Internet Services, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Rosemarie J. Lamb
Notary Public

ROSEMARIE J. LAMB
Notary Public, State of New York
No. 01LA4722680
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires October 31, 2000

124870.5

STATE OF New York)
) ss:
COUNTY OF New York)

On the 31ST day of December, 1998, before me personally came NORTON HERRICK to me known, who, before me duly sworn, did depose and say that he is Co-CEO of Classic Radio Holding Corp., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Rosemarie J. Lamb
Notary Public

ROSEMARIE J. LAMB
Notary Public, State of New York
No. 01LA4722680
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires October 31, 2000

[Notarial Seal]

1248705

STATE OF New York)
) ss:
COUNTY OF New York)

On the 31st day of December, 1998, before me personally came Norton Herrick to me known, who, before me duly sworn, did depose and say that he is Co-Ceo of Classic Radio Acquisition Corp., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Rosemarie J. Lamb
Notary Public
ROSEMARIE J. LAMB
Notary Public, State of New York
No. 01LA4722680
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires October 31, 2000

[Notarial Seal]

124870.5

STATE OF New York)
) ss:
COUNTY OF New York)

On the 31st day of December, 1998, before me personally came John Levy to me known, who, before me duly sworn, did depose and say that he is EVP of ABC Investment Corp., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Rosemarie J. Lamb
Notary Public

ROSEMARIE J. LAMB
Notary Public, State of New York
No. 01LA4722680
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires October 31, 2000

[Notarial Seal]

124870.5

TRADEMARK
REEL: 001926 FRAME: 0558

STATE OF New York)
) ss:
COUNTY OF New York)

On the 31st day of December, 1998, before me personally came Norton Herrick to me known, who, before me duly sworn, did depose and say that he is CEO of CH Acquisitions Corp., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Rosemarie J. Lamb
Notary Public

ROSEMARIE J. LAMB
Notary Public, State of New York
No. 01LA4722680
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires October 31, 2000

[Notarial Seal]

[Notary page to Intellectual Property Security Agreement]

124870.5

TRADEMARK
REEL: 001926 FRAME: 0559

EXHIBIT A

to

Intellectual Property Security Agreement

FORM OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT

_____, 19__

Fleet National Bank, as Administrative Agent
under the Credit Agreement
referred to below
One Federal Street
Boston, MA 02110

Attention: Corporate Banking Group

Intellectual Property Security Agreement,
dated as of December 31, 1998,
made by AUDIO BOOK CLUB, INC.
and the other Grantors to
Fleet National Bank, as Administrative Agent

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Intellectual Property Security Agreement") made by Audio Book Club, Inc., and the other Grantors to Fleet National Bank, as Administrative Agent. The terms defined in the Intellectual Property Security Agreement (or in the Credit Agreement referred to therein) and not otherwise defined herein are used herein as therein defined.

The undersigned hereby agrees, as of the date first above written, to become a Grantor under the Intellectual Property Security Agreement as if it were an original party thereto

TRADEMARK
REEL: 001926 FRAME: 0560

and agrees that each reference in the Intellectual Property Security Agreement to "Grantor" shall also mean and be a reference to the undersigned.

The undersigned hereby assigns and pledges to the Administrative Agent, for the benefit of the Administrative Agent and the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, as security for the Secured Obligations, a lien on and security interest in, all of the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and to Intellectual Property Collateral owned by the undersigned, including, but not limited to, the property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto, respectively. The undersigned hereby certifies that such Annexes have been prepared by the undersigned in substantially the form of Schedules I, II, III and IV to the Intellectual Property Security Agreement and are true, accurate and complete as of the date hereof.

The undersigned hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented by the attached Annexes) to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each other Grantor.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

[NAME OF ADDITIONAL INTELLECTUAL PROPERTY GRANTOR]

By:_____

Name:_____

Title:_____

Address:_____

_____

TRADEMARK
REEL: 001926 FRAME: 0561

This Schedule contains disclosure for Audio Book Club, Inc., ABC Internet Services, Inc., ABC Investment Corp. and CH Acquisitions Corp.

Schedule I – Patents

None.

This Schedule contains disclosure for Audio Book Club, Inc., ABC Internet Services, Inc., ABC Investment Corp. and CH Acquistions Corp.

Schedule II – Trademarks

(see attached)

Intellectual Property

Trademarks	
Mark/Work	**Registration No.**
Miscellaneous Design	No. – 2,097,439
Miscellaneous Design	No. – 2.097.440
Audio Book Club & Design	No. – 2,110,587
Miscellaneous Design	No. – 1,938,108
Audio Book Club & Design	No. – 1,965,035
Where Books Come to Life! & Design	No. – 2,117,493
Audio Book Club – Where Books Come to Life & Design	No. – 2,158,535
Audio Book Club – World's Largest Selection & Design 75/382801	Pending – Filed 10/31/97
Audio Book Club – World's Largest Selection of Audio Books & Design 75/382818	Pending – Filed 10/31/97
Miscellaneous Design75/389209	Pending – Filed 11/13/97
Where Books Come to Life!	~~Pending~~ – Filed 11/13/97 2,244,389 reg.
Audio Book Club – Where Books Come to Life & Design 75/389207	Pending – Filed 11/13/97
BooksAloud 75/468847	Pending – Filed 4/16/98
BooksAloud.com 75/468846	Pending – Filed 4/16/98
Audio Book Club 75/567910	File Refusal Entered; Appeal Pending

TRADEMARK
REEL: 001926 FRAME: 0564

This Schedule contains disclosure for Audio Book Club, Inc., ABC Internet Services, Inc., ABC Investment Corp. and CH Acquisitions Corp.

Schedule III – Copyrights

None

This Schedule contains disclosure for Audio Book Club, Inc., ABC Internet Services, Inc., ABC Investment Corp. and CH Acquisitions Corp.

Schedule IV – Licenses

(see attached)

Publisher's with Catalog Deals

Pub Code	Publisher
AE	A&E ENTERTAINMENT
AR	AUDIO RENAISSANCE
DV	DOVE
HAY	HAY HOUSE
HC	HARPER COLLINS
LL	LISTENING LIBRARY
NW	NEW WORLD LIBRARY
PP	PASSION PRESS
RH	RANDOM HOUSE
RT	RIVERTREE PRODUCTIONS
SH	SOUND HORIZONS
ST	SOUNDS TRUE

Licensed Titles

Publisher	TITLE
B & B AUDIO	GODFATHER
BANTAM DOUBLEDAY	AMBUSH AT FORT BRAGG
BANTAM DOUBLEDAY	DIANA, PRINCESS OF WALES: A TRIBUTE
BANTAM DOUBLEDAY	FAT TUESDAY
BANTAM DOUBLEDAY	Fear Nothing
BANTAM DOUBLEDAY	GUILT
BANTAM DOUBLEDAY	HEALING AND THE MIND
BANTAM DOUBLEDAY	LOS ALAMOS
BANTAM DOUBLEDAY	MALICE
BANTAM DOUBLEDAY	MATARESE COUNTDOWN
BANTAM DOUBLEDAY	PARTNER, THE
BANTAM DOUBLEDAY	RAINMAKER
BANTAM DOUBLEDAY	RANCH, THE
BANTAM DOUBLEDAY	RUNAWAY JURY
BANTAM DOUBLEDAY	SILENT HONOR
BANTAM DOUBLEDAY	SPECIAL DELIVERY
BANTAM DOUBLEDAY	Survival of the Fittest
BANTAM DOUBLEDAY	That Fateful Night
BANTAM DOUBLEDAY	The Ghost
BANTAM DOUBLEDAY	The Klone and I
BANTAM DOUBLEDAY	The Long Road Home
BANTAM DOUBLEDAY	The Matarese Circle
BANTAM DOUBLEDAY	The Street Lawyer
BANTAM DOUBLEDAY	War and Peace
BANTAM DOUBLEDAY	WEB
DOVE	DRINK WITH THE DEVIL
DOVE	DRINK WITH THE DEVIL
DOVE	IN HEAVEN AS ON EARTH
HEALTH COM	BEST OF ORIGINAL CHICKEN SOUP
HEALTH COM	SECOND HELPING OF CHICKEN SOUP
HIGHBRIDGE	100 Ways to Motivate Yourself
HIGHBRIDGE	ADVENTURES OF HUCKLEBERRY FINN
HIGHBRIDGE	Air Force One
HIGHBRIDGE	ATLAS SHRUGGED
HIGHBRIDGE	FOUNTAINHEAD
HIGHBRIDGE	FOUNTAINHEAD, ATLAS SHRUGGED
HIGHBRIDGE	PRINCE'S CHOICE
HIGHBRIDGE	ROAD AHEAD
PENGUIN-VIKING	BITING THE APPLE
PENGUIN-VIKING	DAYS OF DEVOTION
PENGUIN-VIKING	GREEN MILE I:TWO DEAD GIRLS
PENGUIN-VIKING	GREEN MILE II:MOUSE ON THE MILE
PENGUIN-VIKING	GREEN MILE III: COFFEYS HANDS
PENGUIN-VIKING	GREEN MILE IV: THE BAD DEATH OF EDUARD DELACROIX
PENGUIN-VIKING	GREEN MILE PART V: THE NIGHT JOURNEY
PENGUIN-VIKING	GREEN MILE VI: COFFEY ON THE MILE
PENGUIN-VIKING	HOW STELLA GOT HER GROVE BACK
PENGUIN-VIKING	ISLAND OF DR. MOREAU

Licensed Titles

Publisher	TITLE
PENGUIN-VIKING	MOLL FLANDERS
PENGUIN-VIKING	PORTRAIT OF A LADY
PENGUIN-VIKING	REST OF US
PENGUIN-VIKING	Talking to Heaven
PUTNAM	HORNET'S NEST
PUTNAM	RAPTURE OF CANAAN
PUTNAM	Toxin
RANDOM HOUSE	AIRFRAME
RANDOM HOUSE	Black and Blue
RANDOM HOUSE	CASE OF SCOTTISH TRTAGEDY
RANDOM HOUSE	CLEAN AMERICAN FUN
RANDOM HOUSE	Diana: The Last Year
RANDOM HOUSE	Driving Lessons
RANDOM HOUSE	EXECUTIVE ORDERS
RANDOM HOUSE	GRACIOUS PLENTY
RANDOM HOUSE	HEART OF A WOMAN
RANDOM HOUSE	LEWIS AND CLARK
RANDOM HOUSE	LUCKY YOU
RANDOM HOUSE	MAKE THE CONNECTION
RANDOM HOUSE	MY AMERICAN JOURNEY
RANDOM HOUSE	N is for Noose
RANDOM HOUSE	No Safe Place
RANDOM HOUSE	Paradise
RANDOM HOUSE	PATH TO LOVE
RANDOM HOUSE	POSTER BOY
RANDOM HOUSE	Rainbow Six
RANDOM HOUSE	REPORTER'S LIFE
RANDOM HOUSE	RUNNING WITH THE DEMON
RANDOM HOUSE	SEDGEMOORE STRANGLER
RANDOM HOUSE	SERVANT OF THE BONES
RANDOM HOUSE	Short History of a Prince
RANDOM HOUSE	Spending
RANDOM HOUSE	Still Me
RANDOM HOUSE	SULA
RANDOM HOUSE	TALE ABOUT A TIGER
RANDOM HOUSE	TICKTOCK
RANDOM HOUSE	UNNATURAL EXPOSURE-ABR
RANDOM HOUSE	VIOLIN
SELF REALIZATION	AUTOBIOGRAPHY OF A YOGI
SIMON & SCHUSTER	ANGEL OF DARKNESS
SIMON & SCHUSTER	AWAKENING HEART
SIMON & SCHUSTER	AWAKENING HEART -
SIMON & SCHUSTER	AWAKENING HEART,
SIMON & SCHUSTER	BOOK OF RUTH
SIMON & SCHUSTER	CONTACT
SIMON & SCHUSTER	DENIAL OF THE SOUL
SIMON & SCHUSTER	Don't Sweat the Small Stuff
SIMON & SCHUSTER	Don't Sweat the Small Stuff With Your Family

Licensed Titles

Publisher	TITLE
SIMON & SCHUSTER	ESAU
SIMON & SCHUSTER	FLOOD TIDE
SIMON & SCHUSTER	FORBES: GREAT MINDS OF BUSINESS
SIMON & SCHUSTER	INTO THE STORM
SIMON & SCHUSTER	LAWS OF OUR FATHERS
SIMON & SCHUSTER	Legal Briefs
SIMON & SCHUSTER	OUR SACRED HONOR
SIMON & SCHUSTER	PRETEND YOU DON'T SEE HER
SIMON & SCHUSTER	STONES FROM THE RIVER
SIMON & SCHUSTER	You Belong to Me
TIME	EGYPT: LOST CIVILIZATIONS
TIME	GETTYSBURG: VOICES OF THE CIVIL WAR
TIME	HANDBOOK FOR THE HEART
TIME	Mediations for the Tenth Insight
TIME	MYSTERIES OF THE UNKNOWN: POWERS OF HEALING
TIME	SIMPLE ABUNDANCE
TIME	TENTH INSIGHT
VARIOUS GROUPING SETS	BIRDS OF PREY, SPECIAL DELIVERY
VARIOUS GROUPING SETS	FAT TUESDAY, INTO THE STORM

LICENSE AGREEMENTS (Page 1 of 2)

1. A&E Television Networks - A&E.AB (CH 97-46.2 (1))
2. Amber-Allen Publishing - AMBERALL.AB [CH 96-67.1 (1)]
3. American Audio Literature, Inc. - AAL.AB (CH 96-25.3 (1))
4. Angel Sales, Inc. - ANGEL.AB (CH 96-191.1 (1))
5. Audio Renaissance Tapes - AUDIO REN.AB (CH 95-64.2 (1))
6. Audio Renaissance Tapes - AUDREN.AMD [CH 96-71 (1)]
7. Audio Scholar, Inc. - AUDIO SCHOLAR.AB (CH 95-98.1 (1))
8. Audio Scholar, Inc. - AUDIOSCH.AMD [CH 96-50 (1)]
9. B & B Audio, Inc. - B&B.AB (CH 95-99 (1))
10. B & B Audio, Inc. - B&BAUDIO.AMD [CH 95-99 (2)]
11. Bantam Double Day Dell - BANTAM.AB (CH 95-3.3 (1))
12. Bantam Double Day Dell - 3/29/95 Letter from Bantam
13. Bantam Double Day Dell - BANTAMAB.EXT (CH 96-73.1 (1))
14. Bantam Double Day Dell - BANTAM2.EXT [CH 97-82.2 (1)]
15. Bantam Double Day Dell - BANTAM3.EXT [CH 98-43 (1)]
16. Bantam Double Day Dell - GOLDBERG.AB (CH96-86.1 (1))
17. Bantam Double Day Dell - KOONTZ.CLN (CH 98-87.1 (1))
18. Bantam Double Day Dell - GHOST.CLN [CH 98-85 (1)]
19. Bantam Double Day Dell - MALICE.AB [CH 96-141.1 (1)]
20. Bantam Double Day Dell – MIRROR.AB [CH 98-229(1)]
21. Bantam Double Day Dell - PARTNER.AB [CH 97-86.1 (1)]
22. Bantam Double Day Dell - RUNAWAY.AB [CH 96-140.2 (2)]
23. Bantam Double Day Dell - STREET.AB [CH 98-42 (1)]
24. BMP Music Publishing, Ltd. - BMP.AB (CH 97-21.3 (1))
25. Bradshaw Cassettes - BRADSHAW.AB (CH 96-218.1 (1))
26. Brain Sync Corp. - BRAINSYNC.AB (CH 95-56.1 (1))
27. Brain Sync Corp. - BRAINSYNC.AMD [CH 96-51 (1)]
28. Center For Personal Excellence - CPE.AB (CH 97-30.1 (1))
29. Cequal Products, Inc. - CEQUAL.AB (CH 95-94 (1))
30. Cequal Products, Inc. - CEQUAL.AMD [CH 96-97 (1)]
31. Crown Publishers, Inc - CROWNPUB.AB (CH 95-53.3 (1))
32. Crown Publishers, Inc. - CROWNPUB.AMD [CH 96-88 (1)]
33. Get Ready, Inc. - GET READY.AB (CH 95-44.1 (1))
34. Get Ready, Inc. - GET READY.AMD [CH 95-44.1 (2)]
35. HarperAudio - HARPER.AB CH 95-7.2 (1)
36. HarperAudio - HARPERAUDIO.EXT [CH 96-91 (1)]
37. Hay House, Inc. - HAY HOUSE.AB (CH 95-115 (1))
38. Hay House, Inc - HAY HOUSE.AMD [CH 95-115 (2)]
39. Health Tec, Inc - HEALTHTTEC.AB [CH 96-82.1 (1)]
40. Knowledge Products - KNOWLEDGE.AB [CH 95-184 (1)]
41. Learn Incorporated - LEARNINC.AB (CH 95-52.1 (1))
42. Lifetime Books, Inc. - LIFETIME.AB (CH 96-184 (1))
43. Listen & Live Audio, Inc. - LISTEN.AB (CH 95-128 (1))
44. Listen & Live Audio, Inc. - LISTEN.AMD [CH 95-128 (2)]
45. Listening Library, Inc. - LISTLIB.AB (CH 95-27.1 (1))
46. Listening Library, Inc - LISTENIN.AMD [CH 96-53 (2)]
47. Listening Library, Inc. - LIBRA-97.AB (CH 97-87 (1))
48. Mind's Eye Audio - MIND'S EYE (CH 95-43.1 (1))
49. Mind's Eye Audio - MINDSEYE.AMD [CH 96-109 (1)]
50. Multilingua, Inc - MULTILINGUA.AB [CH 95-4.1 (1)]
51. Multilingua, Inc. - MULTILIN.AMD [CH 96-54 (1)]
52. Naxos of America, Inc. - NAXOS.AB (CH 96-75.1 (1))
53. New World Library - NEW WORLD.AB [CH 95-5 (2)]
54. New World Library - NEW WORLD.AMD [CH 96-56 (1)]
55. Newstar Media Inc - DOVENEW.AB (CH 97-223.2 (1))
56. Nilgiri Press - NILGIRI.AB (CH 95-211 (1))
57. Outloor Publishing - OUTLOOK.AB (CH 95-36.1 (1))
58. Outlook Publishing - OUTLOOK.AMD [CH 96-57 (1)]
59. Passion Press - PASSION PRESS.AB (CH 95-118.1 (1))
60. Penguin Audiobooks - MITHCARD.AGR [CH 98-12 (2)]
61. Penguin Audiobooks - PENSONG.AGR- [CH 97-185 (1)]
62. Penguin Audiobooks - HEAVEN.AGR [CH 98-156 (1)]
63. Penton Overseas, Inc. - PENTON.AB (CH 95-12.1 (1))
64. Penton Overseas, Inc. - PENTON.AMD [CH 96-58 (1)]
65. Pharaoh Audiobooks - PHARAOH.AB (CH 95-28 (1))
66. Publishing Mills, Inc. - PUBMILL.AB [CH 96-153.1 (1)]
67. Random House Audio Publishing - RANDOM.AB (CH 95-83.5 (1))
68. Random House Audio Publishing - RANDOMAB F95 (CH 95-169.4 (1))
69. Random House Audio Publishing - RANDOMAB W96 (CH 95-232.1 (1))
70. Random House Audio Publishing - RANDOMAB S96 (CH 96-74.1 (1))
71. Random House Audio Publishing - RANDOMAB.F96 [CH 96-189.1 (1)]
72. Random House Audio Publishing - RANDOM.AMD (CH 97-1.1 (1))
73. RHAP [2061: Odyssey Three]
74. RHAP [3001 The Final Odyssey]
75. RHAP [7 Spiritual Laws For Parenting, The]
76. RHAP [8 Weeks To Optimum Health]
77. RHAP [9 Steps To Financial Freedom, The]
78. RHAP [A Monk Swimming]
79. RHAP [All Over But The Shouting]
80. RHAP [All The Pretty Horses]
81. RHAP [Animals As Teachers And Healers]
82. RHAP [Ashes of Heaven]
83. RHAP [Black and Blue]
84. RHAP [Blackstone Chronicles, The]
85. RHAP [Charles Schwab's Guide To Financial Independence]
86. RHAP [Children, The]
87. RHAP [Cities of the Plain]
88. RHAP [Cold Mountain]
89. RHAP [Crooked Little Heart]
90. RHAP [Crossing, The]
91. RHAP [Dave Barry Turns 50]
92. RHAP [Diana The Last Year]
93. RHAP [Diving Bell and the Butterfly, The]
94. RHAP [Dogs Never Lie About Love]
95. RHAP [Downsize This!]
96. RHAP [Flamingo Rising]
97. RHAP [Forever Yours Faithfully]
98. RHAP [Greatest Generation, The]
99. RHAP [Greetings From The Lincoln Bedroom]
100. RHAP [Healing The Heart]
101. RHAP [Heart of A Woman, The]
102. RHAP [How To Read A Person Like A Book]
103. RHAP [How To Relax]
104. RHAP [How To Remember Names and Faces]
105. RHAP [How To Talk To Anyone, Anytime, Anywhere]
106. RHAP [I'll Be Watching You]
107. RHAP [In The Cut]
108. RHAP [Jackie Robinson]
109. RHAP [Jewels of Tessa Kent]
110. RHAP [Joan Lunden's Healthy Living]
111. RHAP [Journey To Justice]
112. RHAP [L.A. Confidential]
113. RHAP [Lesson Before Dying, A]
114. RHAP [Lewis and Clark]
115. RHAP [Locked In The Cabinet]
116. RHAP [Lolita]
117. RHAP [Lost World, The]
118. RHAP [Magician's Tale, The]
119. RHAP [Make The Connection]
120. RHAP [Memoirs of A Geisha]

TRADEMARK
REEL: 001926 FRAME: 0571

LICENSE AGREEMENTS (Page 2 of 2)

121. RHAP [Midnight in Garden of Good & Evil]
122. RHAP [Nine Fantasies That Will Ruin Your Life and the Eight Realities That Will Save You, The]
123. RHAP [N Is For Noose]
124. RHAP [No Free Ride]
125. RHAP [Organizing for the Creative Person]
126. RHAP [Overcoming Addictions]
127. RHAP [Paradise]
128. RHAP [Path To Love, The]
129. RHAP [Perfect Storm, The]
130. RHAP [Plum Island]
131. RHAP [Power Living By Jake]
132. RHAP [Power Sleep]
133. RHAP [Primal Fear]
134. RHAP [Purification Ceremony, The]
135. RHAP [Rainbow Six]
136. RHAP [Real Boys: Rescuing Our Sons From The Myths Of Boyhood
137. RHAP [Reign In Hell]
138. RHAP [Reporter's Life, A]
139. RHAP [Rules of the Wild]
140. RHAP [Running With The Demon]
141. RHAP [Secret Language of Eating Disorders]
142. RHAP [Ship of Gold in the Deep Blue Sea]
143. RHAP [Show of Evil]
144. RHAP [Silent Witness]
145. RHAP [Sources of Strength]
146. RHAP [Spending]
147. RHAP [Sphere]
148. RHAP [Spontaneous Healing]
149. RHAP [Straight Man]
150. RHAP [Super Learning]
151. RHAP [Tick Tock]
152. RHAP [Titan]
153. RHAP [Unnatural Exposure]
154. RHAP [Way of the Wizard, The]
155. RHAP [Welcome to the World, Baby Girl]
156. RHAP [Winning With Integrity]
157. RHAP [Worry]
158. RHAP [Wouldn't Take Nothing For My Journey]
159. Simon & Schuster - S&S97.AB [CH 97-85.4 (2)]
160. Sound Horizons Audio-Video, Inc. - HORIZONS.AB (CH 97-12 (1))
161. Sound Room Publishers - SOUND ROOM AB (CH 95-25 (1))
162. Sound Room Publishers - SOUNDROOM AMD [CH 96-116 (1)]
163. Soundelux Audio Publishing, Inc. - MINDSEYE AMD [CH 96-109.1 (1)]
164. Sounds True, Inc. - SOUNDS TRUE.AB (CH 95-13 (1))
165. Sounds True, Inc. - SOUNDSTR.AMD [CH 96-62 (1)]
166. Tangled Web Audio - TANGLED.AB (CH 95-250.1 (1))
167. Ultimate Secrets Publishing HARTUNIAN.AB (CH 96-187.1 (1))
168. Valley of the Sun - VALLEY AB (CH 95-140.1 (1))
169. Whitehall & Nolton - WHITEHALL AB (CH 96-132.1 (1))
170. Zondervan Publishing House - ZONDERVAN.AB [CH 95-129 (2)]

This Schedule contains disclosure for Audio Book Club, Inc., ABC Internet Services, Inc., ABC Investment Corp. and CH Acquisitions Corp.

Schedule 4(i) – Litigation, etc.

None.

132262

Schedule I

Relating to Classic Radio Holding Corp. and Classic Radio Acquisition Corp.

Patents and Patent Applications

None

Schedule II

Trade Names
Relating to Classic Radio Holding Corp. and Classic Radio Acquisition Corp.

Classic Radio Acquisition Corp.:

Trademarks:

MARK	SERIAL NO.	DATE REGISTERED
VIDEO YESTERYEAR	73/183,473	April 7, 1981
VIDEO IMAGES	73/222,850	July 7, 1981
NAUGHTY NOSTALGIA	73/403,576	August 7, 1984
CLASS-X VIDEO	73/403,577	August 7, 1984

Trade Names: Radio Yesteryear
Radiola Records
Video Yesteryear
Sandy Hook Records
Class-X Video
Premier Electronic Laboratories
Adventures in Cassettes

Service Marks: None.

Classic Radio Holding Corp.

1. Common law rights in "Radio Spirits" name. No trademark application for "Radio Spirits" has been filed.

2. Trademark applications for RADIO SPIRITS, INC. OLD TIME RADIO CLUB & DESIGN and OLD TIME RADIO CLUB OF AMERICA. Registration was denied in preliminary office action. Response may be filed by January, 1999.

4. The following internet domain names:

   (a) www.RadioSpirits.com

(b) www.WhenRadioWas.com
(c) www.RadioMovieClassics.com
(d) www.RadioSuperHeroes.com
(e) www.WhenRadioWasWeekendEdition.com

Schedule III

Relating to Classic Radio Holding Corp. and Classic Radio Acquisition Corp.

1. Copyright Registrations - See Annex 1 hereto.

2. Copyright Applications - None

Title of Work	Author	Copyright Claimant	Registration Number	Registration Date
Potemkin	Video Yesteryear	Video Yesteryear	PA 265 894	07/17/85
The Birth of a Nation	Video Yesteryear	Video Yesteryear	PA 246 937	01/17/85
Fortune's Fool	Video Yesteryear	Video Yesteryear	PA 278 622	01/08/86
The Hunchback of Notre Dame	Video Yesteryear	Video Yesteryear	PA 265 896	07/17/85
The Lost World	Video Yesteryear	Video Yesteryear	PA 267 901	09/09/85
Metropolis	Video Yesteryear	Video Yesteryear	PA 265 898	08/07/85
Spies	Video Yesteryear	Video Yesteryear	PA 281 306	02/14/86
Tillie's Punctured Romance and Those Love Pangs	Video Yesteryear	Video Yesteryear	PA 273 615	08/22/85
Silent Laugh Makers #1	Video Yesteryear	Video Yesteryear	PA 297 544	07/01/86
Silent Laugh Makers #2	Video Yesteryear	Video Yesteryear	PA 297 543	07/01/86
These Girls Won't Talk	Video Yesteryear	Video Yesteryear	PA 276 829	09/23/85
The Sawmill and the Dome Doctor	Video Yesteryear	Video Yesteryear	PA 297 622	07/03/86
Seven Years Bad Luck	Video Yesteryear	Video Yesteryear	PA 281 310	02/05/86
Cord and Dischords and A Naughty Nurse	Video Yesteryear	Video Yesteryear	PA 301 143	04/07/86
Wild and Wooly	Video Yesteryear	Video Yesteryear	PA 266 876	08/22/85
Harold Lloyd's Comedy Classics	Video Yesteryear	Video Yesteryear	PA 276 883	08/14/85
Cartoon Classics #3	Video Yesteryear	Video Yesteryear	PA 288 378	04/18/86
Charlie Chase and Ben Turpin	Video Yesteryear	Video Yesteryear	PA 297 623	07/03/86
Teddy At the Throttle and Speeding Along	Video Yesteryear	Video Yesteryear	PA 278 621	01/08/86
Sherlock's Rivals and Where's My Wife?	Video Yesteryear	Video Yesteryear	PA 281 308	02/14/86
The Silent Comedy Classics of Mack Sennet and Hal Roach	Video Yesteryear	Video Yesteryear	PA 278 616	12/31/85
All Night Long and Smile Please	Video Yesteryear	Video Yesteryear	PA 295 472	07/01/86
Battling Bunyan	Video Yesteryear	Video Yesteryear	PA 301 144	04/07/86
College	Video Yesteryear	Video Yesteryear	PA 266 875	08/22/85
The Blasphemer	Video Yesteryear	Video Yesteryear	PA 315 806	02/04/87
The Shock	Video Yesteryear	Video Yesteryear	PA 276 841	11/15/85
The West-Bound Limited	Video Yesteryear	Video Yesteryear	PA 285 239	03/07/86
The Street	Video Yesteryear	Video Yesteryear	PA 315 802	02/02/87

DEC 16 '98 15:12
212 593 8125 PAGE.06
TRADEMARK
REEL: 001926 FRAME: 0578

Title of Work	Author	Copyright Claimant	Registration Number	Registration Date
Father Sergius	Video Yesteryear	Video Yesteryear	PA 288 404	04/18/86
Her Silent Sacrifice	Video Yesteryear	Video Yesteryear	PA 301 142	04/07/86
Witchcraft Through the Ages	Video Yesteryear	Video Yesteryear	PA 265 785	09/23/85
The Road To Yesterday	Video Yesteryear	Video Yesteryear	PA 276 847	11/15/85
Sally of the Sawdust	Video Yesteryear	Video Yesteryear	PA 284 402	03/31/86
The Count of Monte Cristo	Video Yesteryear	Video Yesteryear	PA 285 240	03/07/86
The Poor Little Rich Girl	Video Yesteryear	Video Yesteryear	PA 288 850	06/16/86
Peck's Bad Boy	Video Yesteryear	Video Yesteryear	PA 276 840	11/15/85
The Silent Enemy	Video Yesteryear	Video Yesteryear	PA 285 234	03/12/86
The Passion of Joan of Arc	Video Yesteryear	Video Yesteryear	PA 288 807	05/05/86
Ten Days That Shook The World	Video Yesteryear	Video Yesteryear	PA 315 807	02/04/87
True Heart Susie	Video Yesteryear	Video Yesteryear	PA 288 405	04/18/86
The Avenging Conscience or Thou Shalt Not Kill	Video Yesteryear	Video Yesteryear	PA 301 145	04/07/86
Intolerance	Video Yesteryear	Video Yesteryear	PA 265 895	07/17/85
Eyes Right	Video Yesteryear	Video Yesteryear	PA 306 671	10/30/86
The Adventures of Tarzan	Video Yesteryear	Video Yesteryear	PA 285 237	03/12/86
Blind Husbands	Video Yesteryear	Video Yesteryear	PA 288 805	05/05/86
Sex	Video Yesteryear	Video Yesteryear	PA 288 408	04/24/86
Charlie Chaplin's Keystone Comedies	Video Yesteryear	Video Yesteryear	PA 287 583	04/10/86
Charlie Chaplin's Keystone Comedies Volume 2	Video Yesteryear	Video Yesteryear	PA 288 806	05/05/86
Feel My Pulse	Video Yesteryear	Video Yesteryear	PA 285 241	03/07/86
The Thief of Bagdad	Video Yesteryear	Video Yesteryear	PA 284 401	03/20/86
Passion	Video Yesteryear	Video Yesteryear	PA 284 400	03/31/86
Blood and Sand	Video Yesteryear	Video Yesteryear	PA 307 939	10/28/86
The Rink and the Immigrant	Video Yesteryear	Video Yesteryear	PA 285 235	03/12/86
Master of the House	Video Yesteryear	Video Yesteryear	PA 313 711	11/26/86
The General	Video Yesteryear	Video Yesteryear	PA 265 994	07/30/85
Ben Turpin Rides Again (Cross-Eyed!)	Video Yesteryear	Video Yesteryear	PA 275 944	12/04/85
Tarzan of the Apes	Video Yesteryear	Video Yesteryear	PA 288 803	05/09/86

DEC 16 '98 15:13
212 593 9175 PAGE.07
TRADEMARK
REEL: 001926 FRAME: 0579

Title of Work	Author	Copyright Claimant	Registration Number	Registration Date
Nosferatu	Video Yesteryear	Video Yesteryear	PA 265 897	08/07/85
The Knockout and Dough and Dynamite	Video Yesteryear	Video Yesteryear	PA 281 311	02/05/86
The Sea Lion	Video Yesteryear	Video Yesteryear	PA 315 809	02/04/87
Martin Luther, His Life and Times	Video Yesteryear	Video Yesteryear	PA 288 392	04/24/86
The Sky's the Limit	Video Yesteryear	Video Yesteryear	PA 287 584	04/10/86
Steamboat Bill Jr.	Video Yesteryear	Video Yesteryear	PA 265 997	08/14/85
Tumbleweeds	Video Yesteryear	Video Yesteryear	PA 267 903	09/09/85
The Lodger	Video Yesteryear	Video Yesteryear	PA 267 904	09/09/85
The Gold Rush	Video Yesteryear	Video Yesteryear	PA 265 995	07/30/85
The Tramp and A Woman	Video Yesteryear	Video Yesteryear	PA 276 880	07/17/85
The Babylon Story from "Intolerance"	Video Yesteryear	Video Yesteryear	PA 315 805	02/02/87
The Blacksmith and the Balloonatic	Video Yesteryear	Video Yesteryear	PA 284 399	03/20/86
His Royal Slyness and Haunted Spooks	Video Yesteryear	Video Yesteryear	PA 285 236	03/12/86
Cartoonal Knowledge: The Return of Farmer Gray	Video Yesteryear	Video Yesteryear	PA 307 941	10/28/86
The Cat and the Canary	Video Yesteryear	Video Yesteryear	PA 265 998	08/14/85
Othello	Video Yesteryear	Video Yesteryear	PA 284 419	03/31/86
The Haunted Castle	Video Yesteryear	Video Yesteryear	PA 315 808	02/04/87
The Cabinet of Dr. Caligari	Video Yesteryear	Video Yesteryear	PA 265 999	08/14/85
She	Video Yesteryear	Video Yesteryear	PA 281 309	02/05/86
The Mark of Zorro	Video Yesteryear	Video Yesteryear	PA 278 617	01/08/86
Silent Movies In Color!	Video Yesteryear	Video Yesteryear	PA 315 801	02/02/87
The Short Films of D.W. Griffith Volume 1	Video Yesteryear	Video Yesteryear	PA 313 710	11/26/86
The Black Pirate	Video Yesteryear	Video Yesteryear	PA 266 874	08/22/85
Variety	Video Yesteryear	Video Yesteryear	PA 313 712	11/26/86
Wild Horse Canyon	Video Yesteryear	Video Yesteryear	PA 313 709	11/26/86
Three World Brand	Video Yesteryear	Video Yesteryear	PA 281 312	02/05/86
The Golem	Video Yesteryear	Video Yesteryear	PA 265 784	09/23/85
Dream Street	Video Yesteryear	Video Yesteryear	PA 288 407	04/18/86
Home Sweet Home	Video Yesteryear	Video Yesteryear	PA 290 402	05/06/86

DEC 16 '98 15:13
212 583 8125
TRADEMARK
REEL: 001926 FRAME: 0580

Title of Work	Author	Copyright Claimant	Registration Number	Registration Date
Work and Police	Video Yesteryear	Video Yesteryear	PA 285 238	03/07/86
The Count and The Adventurer	Video Yesteryear	Video Yesteryear	PA 276 881	07/30/85
Charlie Chaplin's Keystone Comedies	Video Yesteryear	Video Yesteryear	PA 273 605	08/07/85
The Phantom of the Opera	Video Yesteryear	Video Yesteryear	PA 265 996	07/30/85
Tol'able David	Video Yesteryear	Video Yesteryear	PA 284 403	03/20/86
'Way Down East	Video Yesteryear	Video Yesteryear	PA 265 783	09/23/85
The Matrimaniac	Video Yesteryear	Video Yesteryear	PA 295 473	07/01/86
The Fugitive	Video Yesteryear	Video Yesteryear	PA 284 397	03/31/86
With Buffalo Bill On the U.P. Trail	Video Yesteryear	Video Yesteryear	PA 315 804	02/04/87
The Bells	Video Yesteryear	Video Yesteryear	PA 275 943	12/04/85
The Man From Beyond	Video Yesteryear	Video Yesteryear	PA 276 831	11/15/85
The Italian Straw Hat	Video Yesteryear	Video Yesteryear	PA 287 582	04/10/86
Silent Laugh Makers #3	Video Yesteryear	Video Yesteryear	PA 275 945	12/04/85
Sparrows	Video Yesteryear	Video Yesteryear	PA 284 398	03/20/86
The Peacock Fan	Video Yesteryear	Video Yesteryear	PA 278 620	01/08/86
The Vanishing American	Video Yesteryear	Video Yesteryear	PA 288 391	04/24/86
Don Q. Son of Zorro	Video Yesteryear	Video Yesteryear	PA 267 902	09/09/85
The Woman in the Moon	Video Yesteryear	Video Yesteryear	PA 265 899	08/07/85
Smouldering Fires	Video Yesteryear	Video Yesteryear	PA 315 803	02/02/87
The Red Kimona	Video Yesteryear	Video Yesteryear	PA 288 804	05/09/86
Cartoonal Knowledge: Farmer Gray Looks at Life	Video Yesteryear	Video Yesteryear	PA 288 802	05/09/86
Cartoonal Knowledge: Farmer Gray and the Mice	Video Yesteryear	Video Yesteryear	PA 327 009	04/24/86
Cartoonal Knowledge: Farmer Gray and the Mice	Video Yesteryear	Video Yesteryear	PA 361 785	03/17/88
Cartoonal Knowledge: Confessions of Farmer Gray	Video Yesteryear	Video Yesteryear	PA 307 933	10/28/86
Laurel and Hardy: Rare Home Movies	Video Yesteryear	Video Yesteryear	PA 328 280	03/05/87
The Coward	Video Yesteryear	Video Yesteryear	PA 307 925	10/28/86
Broken Blossoms	Video Yesteryear	Video Yesteryear	PA 307 934	10/27/86

FGKS 49994 1 08/07/98

(0511 00201)

DEC 16 '98 15:14
TRADEMARK
212 593 9175 PAGE 09
REEL: 001926 FRAME: 0581

Title of Work	Author	Copyright Claimant	Registration Number	Registration Date
The Three Ages	Video Yesteryear	Video Yesteryear	PA 307 932	10/27/86
His First Flame	Video Yesteryear	Video Yesteryear	PA 307 938	10/27/86
The Yankee Clipper	Video Yesteryear	Video Yesteryear	PA 306 672	10/30/86
Stan Without Ollie: Volume II	Video Yesteryear	Video Yesteryear	PA 307 931	10/27/86
Stan Without Ollie: Volume III	Video Yesteryear	Video Yesteryear	PA 313 641	12/05/86
Stan Without Ollie: Volume IV	Video Yesteryear	Video Yesteryear	PA 313 708	12/08/86
Stan Without Ollie: Volume I	Video Yesteryear	Video Yesteryear	PA 313 659	12/05/86
One Arabian Night	Video Yesteryear	Video Yesteryear	PA 306 670	10/30/86
The Road To Ruin	Video Yesteryear	Video Yesteryear	PA 307 926	10/30/86
Hell's Hinges	Video Yesteryear	Video Yesteryear	PA 313 653	12/05/86
Civilization	Video Yesteryear	Video Yesteryear	PA 313 652	12/05/86
Easy Virtue	Video Yesteryear	Video Yesteryear	PA 328 281	03/05/87
Lady Windermere's Fan	Video Yesteryear	Video Yesteryear	PA 313 656	12/01/86
The "Silent" Mr. Sherlock Holmes	Video Yesteryear	Video Yesteryear	PA 313 655	12/01/86
Charlie Chaplin Mutuals	Video Yesteryear	Video Yesteryear	PA 319 849	12/08/86
Bill Fields and Will Rogers	Video Yesteryear	Video Yesteryear	PA 313 654	12/01/86
The Fireman and the Property Man	Video Yesteryear	Video Yesteryear	PA 313 657	12/01/86
Charlie Chaplin's Keystone Comedies #4	Video Yesteryear	Video Yesteryear	PA 317 620	01/15/87
A Burlesque on Carmen	Video Yesteryear	Video Yesteryear	PA 328 282	03/05/87
Triple Trouble and Easy Street	Video Yesteryear	Video Yesteryear	PA 317 612	01/05/87
His Prehistoric Past and The Bank	Video Yesteryear	Video Yesteryear	PA 317 629	01/21/87
Charlie Chaplin's Keystone Comedies #5	Video Yesteryear	Video Yesteryear	PA 317 610	01/05/87
The Lizzies of Mack Sennett	Video Yesteryear	Video Yesteryear	PA 317 627	01/05/87
The Eyes of Turpin Are Upon You!	Video Yesteryear	Video Yesteryear	PA 319 846	12/12/86
Ben Turpin: An Eye For An Eye	Video Yesteryear	Video Yesteryear	PA 319 843	12/12/86
The Iron Mask	Video Yesteryear	Video Yesteryear	PA 319 844	12/12/86
His Picture In The Papers	Video Yesteryear	Video Yesteryear	PA 317 611	01/05/87
The Return of Grey Wolf	Video Yesteryear	Video Yesteryear	PA 319 848	12/08/86
Reaching For The Moon	Video Yesteryear	Video Yesteryear	PA 319 847	12/08/86

DEC 16 '98 15:14 212 593 9175 PAGE.10
TRADEMARK
REEL: 001926 FRAME: 0582

Title of Work	Author	Copyright Claimant	Registration Number	Registration Date
With Kit Carson Over The Great Divide	Video Yesteryear	Video Yesteryear	PA 317 613	01/08/87
"Silent" Movies ... Just For The Fun Of It	Video Yesteryear	Video Yesteryear	PA 319 845	12/12/86
The Irish Cinderella	Video Yesteryear	Video Yesteryear	PA 317 619	01/21/87
Baby Face Harry Langdon	Video Yesteryear	Video Yesteryear	PA 317 622	01/15/87
The Final Extra	Video Yesteryear	Video Yesteryear	PA 328 277	03/05/87
Mabel and Fatty	Video Yesteryear	Video Yesteryear	PA 317 626	01/08/87
The Midnight Girl	Video Yesteryear	Video Yesteryear	PA 317 621	01/21/87
Snub Pollard ... A Short But Funny Man	Video Yesteryear	Video Yesteryear	PA 317 618	01/21/87
The Broadway Drifter	Video Yesteryear	Video Yesteryear	PA 361 784	03/17/88
"Hot Foot" and "A Happy Married Couple"	Video Yesteryear	Video Yesteryear	PA 317 628	01/15/87
The Test of Donald Norton	Video Yesteryear	Video Yesteryear	PA 317 615	02/04/87
A Tale of Two Cities and In The Switch Tower	Video Yesteryear	Video Yesteryear	PA 317 625	01/08/87
The Mystery of the Leaping Fish and Chess Fever	Video Yesteryear	Video Yesteryear	PA 317 624	01/08/87
Salome and Queen Elizabeth	Video Yesteryear	Video Yesteryear	PA 392 471	08/05/88
Where Do You Work-A John?	Video Yesteryear	Video Yesteryear	PA 361 781	03/17/88
The Manxman	Video Yesteryear	Video Yesteryear	PA 393 003	08/05/88
Working Winnie and Oh So Simple	Video Yesteryear	Video Yesteryear	PA 393 005	08/11/88
Shadows	Video Yesteryear	Video Yesteryear	PA 365 848	02/18/88
The Titanic, The MGM Studios, and Warner's Rust Proof Corsets	Video Yesteryear	Video Yesteryear	PA 336 910	01/15/87
The Extra Girl	Video Yesteryear	Video Yesteryear	PA 365 847	05/13/88
The Champion and His New Job	Video Yesteryear	Video Yesteryear	PA 392 475	08/05/88
Flesh and Blood	Video Yesteryear	Video Yesteryear	PA 317 614	02/04/87
Ella Cinders	Video Yesteryear	Video Yesteryear	PA 317 623	02/04/87
The Crackerjack	Video Yesteryear	Video Yesteryear	PA 328 283	03/05/87
Nomads of the North	Video Yesteryear	Video Yesteryear	PA 365 846	02/18/88
The Marriage Circle	Video Yesteryear	Video Yesteryear	PA 392 477	08/05/88
Outside The Law	Video Yesteryear	Video Yesteryear	PA 340 491	08/20/87
The Story of the Shadow	Radiola Records	Radiola Records	SR 119 091	04/09/90

FGKS. 49501 | 08/07/98

DEC 16 '98 15:14

TRADEMARK
REEL: 001926 FRAME: 0583

10312 02/01

Title of Work	Author	Copyright Claimant	Registration Number	Registration Date
The Return of the Bickersons!	Radiola Records	Radiola Records	SR 82 926	07/06/87
The Bickersons	Radiola Records	Radiola Records	SR 82 925	07/06/87
Goldin's Choice #1 - A Complete Broadcast Day - Sign On To Sign Off!	Radio Yesteryear	Radio Yesteryear	TX 2 596 084	06/16/89
Radio Yesteryear Mini-Catalogue	Radio Yesteryear	Radio Yesteryear	TX 2 672 906	10/03/89
Video Yesteryear Video Cassette Catalogue #9	Micheal Kerbel	Video Yesteryear	TX 2 304 261	12/17/87
Video Yesteryear Video Cassette Catalogue #8	Micheal Kerbel	Video Yesteryear	TX 1 747 003	10/07/85
Video Yesteryear Video Cassette Catalogue #7	J. David Goldin	Video Yesteryear	TX 1 301 869	09/22/83
Video Yesteryear Video Cassette Catalogue #6	J. David Goldin	J. David Goldin	TX 920 699	02/18/82
Video Yesteryear Video Cassette Catalogue #5	J. David Goldin	J. David Goldin	TX 683 211	03/10/81
Video Yesteryear Video Cassette Catalogue #4	J. David Goldin	J. David Goldin	TX 454 132	04/17/80
Video Yesteryear Video Cassette Catalogue	J. David Goldin	J. David Goldin	TX 289 965	07/17/79
Goldin's Choice #2 - The Most Famous Radio Broadcast of All Time	J. David Goldin	J. David Goldin	TX 2 611 382	06/16/89
Video Yesteryear Video Cassette Catalogue #15	Video Yesteryear	Video Yesteryear	TX 4 424 025	12/04/96
Video Yesteryear Video Cassette Catalogue #14	Video Yesteryear	Video Yesteryear	TX 3 813 085	03/27/95
Video Yesteryear Video Cassette Catalogue #12	Video Yesteryear	Video Yesteryear	TX 3 683 246	11/12/93
Video Yesteryear Video Cassette Catalogue #11A	Video Yesteryear	Video Yesteryear	TX 3 627 698	04/22/93
Video Yesteryear Video Cassette Catalogue #10A	Video Yesteryear	Video Yesteryear	TX 2 592 124	04/20/89
The Patchwork Girl of Oz	Video Yesteryear	Video Yesteryear	PA 361 782	03/17/88
Tempest	Video Yesteryear	Video Yesteryear	PA 393 007	08/11/88
Wizard of Oz	Video Yesteryear	Video Yesteryear	PA 392 472	08/05/88
Child of the Prairie	Video Yesteryear	Video Yesteryear	PA 388 048	08/15/88
The Shamrock and the Rose	Video Yesteryear	Video Yesteryear	PA 392 467	08/05/88
The New School Teacher	Video Yesteryear	Video Yesteryear	PA 392 955	08/05/88
Dr. Jekyll and Mr. Hyde	Video Yesteryear	Video Yesteryear	PA 392 466	08/05/88
The Fighting Stallion	Video Yesteryear	Video Yesteryear	PA 392 954	08/05/88
The Heart of Humanity	Video Yesteryear	Video Yesteryear	PA 388 052	08/15/88
Our Gang	Video Yesteryear	Video Yesteryear	PA 340 490	08/20/87

Title of Work	Author	Copyright Claimant	Registration Number	Registration Date
Beau Brummel	Video Yesteryear	Video Yesteryear	PA 361 788	03/17/88
The Clodhopper	Video Yesteryear	Video Yesteryear	PA 392 473	08/05/88
The Cats and Mice of Paul Terry	Video Yesteryear	Video Yesteryear	PA 361 786	03/17/88
The Return of "Our Gang"	Video Yesteryear	Video Yesteryear	PA 340 489	08/20/87
Queen Kelly	Video Yesteryear	Video Yesteryear	PA 392 468	08/05/88
Aesop's Film Fables	Video Yesteryear	Video Yesteryear	PA 392 948	08/05/88
Shifting Sands	Video Yesteryear	Video Yesteryear	PA 392 474	08/05/88
Gosta Berling's Saga	Video Yesteryear	Video Yesteryear	PA 383 937	06/17/88
Our Gang ... "Si Sic Omnes"	Video Yesteryear	Video Yesteryear	PA 383 943	06/17/88
Hail ... Hail - "Our Gang's" All Here!	Video Yesteryear	Video Yesteryear	PA 361 779	03/17/88
The Joyless Street	Video Yesteryear	Video Yesteryear	PA 385 421	06/17/88
The Cat's Meow ... Kitty Kartoons by Paul Terry	Video Yesteryear	Video Yesteryear	PA 383 942	06/17/88
Destiny	Video Yesteryear	Video Yesteryear	PA 393 004	08/11/88
Farmer Gray Goes to the Dogs (Cats, Monkeys, Lions)!	Video Yesteryear	Video Yesteryear	PA 383 938	06/17/88
Hearts of the World	Video Yesteryear	Video Yesteryear	PA 361 783	03/17/88
The Perfect Clown	Video Yesteryear	Video Yesteryear	PA 361 780	03/17/88
The Phantom Flyer	Video Yesteryear	Video Yesteryear	PA 410 764	04/07/89
Across The Plains	Video Yesteryear	Video Yesteryear	PA 385 422	06/17/88
The Jack Knife Man	Video Yesteryear	Video Yesteryear	PA 383 944	06/17/88
Storm Over Asia	Video Yesteryear	Video Yesteryear	PA 383 941	06/17/88
Tom Mix and Bill Hart	Video Yesteryear	Video Yesteryear	PA 393 006	08/11/88
Road Agent	Video Yesteryear	Video Yesteryear	PA 385 423	06/17/88
The Lost Express	Video Yesteryear	Video Yesteryear	PA 383 940	06/17/88
The Street of Forgotten Women	Video Yesteryear	Video Yesteryear	PA 383 939	06/17/88
The Disciple	Video Yesteryear	Video Yesteryear	PA 361 789	03/17/88
Felix The Cat: Sound and "Silent"	Video Yesteryear	Video Yesteryear	PA 361 777	03/17/88
Eyes of Youth	Video Yesteryear	Video Yesteryear	PA 361 778	03/17/88
The Return of Drew Egan	Video Yesteryear	Video Yesteryear	PA 361 787	03/17/88
The Blot	Video Yesteryear	Video Yesteryear	PA 410 775	04/10/89

FGKS 499041 08/07/98

10311 00201

Title of Work	Author	Copyright Claimant	Registration Number	Registration Date
The Forbidden City	Video Yesteryear	Video Yesteryear	PA 410 776	04/10/89
The Adorable Cheat	Video Yesteryear	Video Yesteryear	PA 410 779	04/10/89
Midnight Faces	Video Yesteryear	Video Yesteryear	PA 410 766	04/06/89
The White Sin	Video Yesteryear	Video Yesteryear	PA 410 777	04/06/89
Let's Go	Video Yesteryear	Video Yesteryear	PA 410 774	04/10/89
Shore Leave	Video Yesteryear	Video Yesteryear	PA 410 762	04/10/89
A Girl's Folly	Video Yesteryear	Video Yesteryear	PA 410 770	04/10/89
Soul of the Beast	Video Yesteryear	Video Yesteryear	PA 410 761	04/10/89
Cartoon Classics #6: Early Animation	Video Yesteryear	Video Yesteryear	PA 434 341	10/16/89
The Roaring Road	Video Yesteryear	Video Yesteryear	PA 505 049	11/01/90
Faust	Video Yesteryear	Video Yesteryear	PA 410 765	04/07/89
Cartoon Classics #7: Early Animation	Video Yesteryear	Video Yesteryear	PA 434 124	10/16/89
The Short Films of D.W. Griffith: Volume 2	Video Yesteryear	Video Yesteryear	PA 434 338	10/16/89
The Floorwalker and By The Sea	Video Yesteryear	Video Yesteryear	PA 410 771	04/06/89
The Great Train Robbery: The Cinema Begins	Video Yesteryear	Video Yesteryear	PA 434 227	10/16/89
Cops and One Week	Video Yesteryear	Video Yesteryear	PA 434 123	10/16/89
Going to Congress and Don't Park There!	Video Yesteryear	Video Yesteryear	PA 410 769	04/06/89
A Mormon Maid	Video Yesteryear	Video Yesteryear	PA 434 125	10/16/89
The Garden of Eden	Video Yesteryear	Video Yesteryear	PA 410 778	04/06/89
The Walloping Kid	Video Yesteryear	Video Yesteryear	PA 410 773	04/06/89
The Return of Boston Blackie	Video Yesteryear	Video Yesteryear	PA 410 763	04/07/89
Rounding Up The Law	Video Yesteryear	Video Yesteryear	PA 410 772	04/07/89
Dangerous Hours	Video Yesteryear	Video Yesteryear	PA 410 767	04/07/89
Kismet	Video Yesteryear	Video Yesteryear	PA 410 768	04/07/89
The Queen of the Chorus	Video Yesteryear	Video Yesteryear	PA 511 621	02/21/91
Sweeping Against The Winds	Video Yesteryear	Video Yesteryear	PA 505 098	11/01/90
Charlie Chaplin ... Our Hero!	Video Yesteryear	Video Yesteryear	PA 505 096	11/01/90
Wolfheart's Revenge	Video Yesteryear	Video Yesteryear	PA 505 100	11/01/90
The First Movie Cowboy	Video Yesteryear	Video Yesteryear	PA 505 101	11/01/90

FGKS 4V004.1 08/07/98

10513 00701

DEC 16 '98 15:15 212 593 9175 PAGE 14
TRADEMARK
REEL: 001926 FRAME: 0586

Title of Work	Author	Copyright Claimant	Registration Number	Registration Date
The Scarlet Car	Video Yesteryear	Video Yesteryear	PA 530 317	07/31/91
Vanity Fair	Video Yesteryear	Video Yesteryear	PA 530 314	07/31/91
Warning Shadows	Video Yesteryear	Video Yesteryear	PA 505 095	11/01/90
Three Charlies and a Phoneyl	Video Yesteryear	Video Yesteryear	PA 505 094	11/01/90
Human Hearts	Video Yesteryear	Video Yesteryear	PA 505 047	11/01/90
"Fatty" and His Funny Friends	Video Yesteryear	Video Yesteryear	PA 530 320	07/31/91
"Silent" Comedies. The Laugh's On Us	Video Yesteryear	Video Yesteryear	PA 530 313	07/31/91
The Great White Trail	Video Yesteryear	Video Yesteryear	PA 538 881	10/09/91
Caution: Funny Men At Work	Video Yesteryear	Video Yesteryear	PA 505 050	11/01/90
Riding For Life	Video Yesteryear	Video Yesteryear	PA 538 877	10/09/91
SIEGFRIED	Video Yesteryear	Video Yesteryear	PA 548 100	12/04/91
The Speed Demon	Video Yesteryear	Video Yesteryear	PA 741 767	04/14/95
South of Panama	Video Yesteryear	Video Yesteryear	PA 538 878	10/09/91
On The Night Stage	Video Yesteryear	Video Yesteryear	PA 434 284	10/16/89
Fangs Of Fate	Video Yesteryear	Video Yesteryear	PA 434 226	10/16/89
Dr. Jekyll and Mr. Hyde	Video Yesteryear	Video Yesteryear	PA 505 097	11/01/90
Trapped By The Mormons	Video Yesteryear	Video Yesteryear	PA 434 225	10/16/89
Below The Deadline	Video Yesteryear	Video Yesteryear	PA 505 046	11/01/90
Jesus of Nazareth	Video Yesteryear	Video Yesteryear	PA 434 342	10/16/89
American Pluck	Video Yesteryear	Video Yesteryear	PA 434 122	10/16/89
The Blue Light	Video Yesteryear	Video Yesteryear	PA 505 092	11/01/90
The Messenger of the Blessed Virgin	Video Yesteryear	Video Yesteryear	PA 530 316	07/31/91
The Broken Law	Video Yesteryear	Video Yesteryear	PA 538 882	10/09/91
The Three Muskeleers	Video Yesteryear	Video Yesteryear	PA 505 048	11/01/90
The Coast Patrol	Video Yesteryear	Video Yesteryear	PA 505 099	11/01/90
The Call of the Wilderness	Video Yesteryear	Video Yesteryear	PA 505 093	11/01/90
The Pace That Kills	Video Yesteryear	Video Yesteryear	PA 505 051	11/01/90
Hoodoo Ann	Video Yesteryear	Video Yesteryear	PA 688 438	03/04/94
Red Blood	Video Yesteryear	Video Yesteryear	PA 530 315	07/31/91

DEC 16 '98 15:16
TRADEMARK
REEL: 001926 FRAME: 0587

Title of Work	Author	Copyright Claimant	Registration Number	Registration Date
Riders Of The Law	Video Yesteryear	Video Yesteryear	PA 530 318	07/31/91
Slow As Lightning	Video Yesteryear	Video Yesteryear	PA 538 884	10/09/91
The Cheat	Video Yesteryear	Video Yesteryear	PA 530 319	07/31/91
The Barbarian	Video Yesteryear	Video Yesteryear	PA 538 883	10/09/91
Dangerous Traffic	Video Yesteryear	Video Yesteryear	PA 688 437	03/04/94
The Headless Horseman	Video Yesteryear	Video Yesteryear	PA 617 035	04/22/93
After A Million	Video Yesteryear	Video Yesteryear	PA 688 440	03/04/94
The Whip	Video Yesteryear	Video Yesteryear	PA 688 443	03/04/94
The Beloved Rogue	Video Yesteryear	Video Yesteryear	PA 564 287	04/30/92
One Punch O'Day	Video Yesteryear	Video Yesteryear	PA 688 439	03/04/94
The Paleface and The Frozen North	Video Yesteryear	Video Yesteryear	PA 548 099	12/04/91
Two Houses of Keaton	Video Yesteryear	Video Yesteryear	PA 564 288	04/30/92
That Old "Our Gang" Of Minel	Video Yesteryear	Video Yesteryear	PA 617 036	04/22/93
Cobra	Video Yesteryear	Video Yesteryear	PA 688 442	03/04/94
Manhattan Madness	Video Yesteryear	Video Yesteryear	PA 688 445	03/04/94
Going Straight	Video Yesteryear	Video Yesteryear	PA 741 773	04/14/95
Devil's Island	Video Yesteryear	Video Yesteryear	PA 741 771	04/14/95
Young April	Video Yesteryear	Video Yesteryear	PA 714 268	07/08/94
Braveheart	Video Yesteryear	Video Yesteryear	PA 617 034	04/22/93
Charlie Chase and Snub Pollard	Video Yesteryear	Video Yesteryear	PA 714 260	07/08/94
Black Cyclone	Video Yesteryear	Video Yesteryear	PA 714 263	07/08/94
Twenty-Three Skidool	Video Yesteryear	Video Yesteryear	PA 688 444	03/04/94
The Beggar Maid	Video Yesteryear	Video Yesteryear	PA 741 772	04/14/95
A Fool There Was	Video Yesteryear	Video Yesteryear	PA 688 441	03/04/94
With Daniel Boone Thru The Wilderness	Video Yesteryear	Video Yesteryear	PA 742 487	09/12/94
Cockeyed Comedy Goes Apel	Video Yesteryear	Video Yesteryear	PA 714 266	07/08/94
Mack Sennell: The King of Comedy	Video Yesteryear	Video Yesteryear	PA 714 258	07/08/94
Cruel, Cruel Love and the Submarine Pirate	Video Yesteryear	Video Yesteryear	PA 714 259	07/08/94
The Busher	Video Yesteryear	Video Yesteryear	PA 714 262	07/08/94

Title of Work	Author	Copyright Claimant	Registration Number	Registration Date
"Silent" Comedies: The Way You Like 'Em!"	Video Yesteryear	Video Yesteryear	PA 714 264	07/08/94
Twenty Thousand Leagues Under The Sea	Video Yesteryear	Video Yesteryear	PA 741 768	04/14/95
Cartoon Classics #11: Early Animation	Video Yesteryear	Video Yesteryear	PA 699 578	04/24/95
A Florida Enchantment	Video Yesteryear	Video Yesteryear	PA 722 767	06/15/95
Within Our Gates	Video Yesteryear	Video Yesteryear	PA 741 770	04/14/95
The Gangster Film Begins	Video Yesteryear	Video Yesteryear	PA 750 268	04/24/95
The Scar of Shame	Video Yesteryear	Video Yesteryear	PA 741 769	04/14/95
America's First Women Filmmakers	Video Yesteryear	Video Yesteryear	PA 750 269	04/24/95

Schedule IV

Licenses
Relating to Classic Radio Holding Corp. and Classic Radio Acquisition Corp.

Licenses: See Annex I, and the following:

1. License Agreement dated as of August 1, 1995 between TCA Television Corp., Bud Abbott, Jr. and Hi Neighbor and Metacom, Inc.

2. Agreement dated as of May 1, 1986 between The Bergen Foundation and Metacom, Inc.

3. Record Agreement dated as of June 30, 1996 between Paul Rapp and Metacom, Inc.

4. Agreement dated January 1, 1985 between HLC Properties, Ltd. and Metacom, Inc.

5. Agreement dated as of July 1, 1985 between George Burns Co., E.A. Fein and Metacom, Inc.

6. License Agreement dated as of July 29, 1998 between Eleutherian Mills-Hagley Foundation, Inc. and Metacom, Inc.

7. Letter dated January 27, 1997 from Norman Schiff of Business Affairs to Peg Lynch regarding license to Peg Lynch All Time Radio Properties including "The Couple Next Door" and "The Little Things In Life".

8. License Agreement dated as of July 15, 1997 between Frank Bresee and Metacom, Inc.

9. License Agreement dated as of June 30, 1997 between Margaret E. McNulty a/k/a Peggy Day and Metacom Inc.

10. License Agreement dated as of August 15, 1994 between Mr. Brian Gari and Metacom Inc.

11. Agreement dated as of July 27, 1995 between the Radio Repertory Company of America and Metacom, Inc.

12. License Agreement dated July 9, 1998 between The Green Hornet, Inc. c/o George W. Trendle and Metacom, Inc.

TRADEMARK
REEL: 001926 FRAME: 0590

13. License Agreement dated as of June 28, 1998 between U.S. Television Office, Inc. and Metacom, Inc.

14. Agreement granted as of July 1, 1985 between Donald T. Rosenfeld as trustee for trust created under will of Jack Benny for benefit of Joan Blumofe, Joanna Blumofe, Robert Blumofe, Maria Rudolf, and Michael Rudolf and Metacom, Inc.

15. License Agreement dated as of March 12, 1998 between Irving Brecher and Metacom, Inc.

16. License Agreement dated as of November 27, 1985 between Arc Oboler and Metacom, Inc.

17. Licensing Agreement date as of November 10, 1978 between Chester H. Lauck and Metacom, Inc.

18. Letter dated as of March 12, 1997 from Metacom, Inc. to Ms. Peggy Webber.

19. License Agreement dated as of September 15, 1997 between Alice Faye and Metacom, Inc.

20. License Agreement dated as of July 11, 1997 between Edgar Rice Burroughs, Inc. and Metacom, Inc.

21. License Agreement dated as of January 1, 1994 between W.C. Fields Productions, Inc. and Metacom, Inc.

22. Agreement dated as of March 10, 1996 between Rogers Company and Metacom, Inc.

23. Agreement dated as of January 1, 1992 between Charles Michelson, Inc. and Metacom, Inc.

24. Agreement dated as of December 31, 1991 between Radio Spirits, Inc. and Metacom, Inc.

25. Agreement dated as of April 1, 1995 between Howard Koch and Metacom, Inc. This is an amendment to an Agreement dated May 15, 1993.

26. Agreement dated as of May 1, 1991 between Industrial Theater Corporation, d/b/a Stacey Each Productions and Metacom, Inc.

27. Sublicense Agreement dated as of August 8, 1996 between Heritage Media and Metacom, Inc.

28. Agreement dated as of November 14, 1994 between Heritage Media and Metacom, Inc.

29. Agreement dated as of November 1, 1995 between WGBH Educational Foundation and Metacom, Inc.

30. Agreement dated as of May 16, 1993 between Radio Spirits, Inc. and Metacom, Inc.

31. Agreement dated as of January 15, 1989 between Rhino Records Inc. and Metacom, Inc.

32. Agreement dated as of September 18, 1998 between TVT Records and Metacom, Inc.

33. Agreement dated as of March 10, 1998 between Athabasca University and Metacom, Inc.

34. Agreement dated as of October 5, 1998 between Simon Fraser University and Metacom, Inc.

35. Agreement dated as of March 27, 1997 between Don Corey and Metacom, Inc.

36. Agreement dated as of August 12, 1996 between Charles Grinker Productions, Inc. and Metacom, Inc.

37. Agreement dated as of July 10, 1997 between Jawo Productions, Inc. and Metacom, Inc.

RSI Master Licensing List
11/19/98

License	Contact	Company	Inception	Expiration	Current Status	Last Royalty Pmt.
Abbott and Costello	Lawrence J. Turner	Counsel	1/1/98	12/31/98	Year to Year Renewal With Advance	Q2 '98
Baby Snooks & Daddy, Bold Venture, Broadway Is My Beat, Crime Classics, Escape, The Fat Man, Jeff Regan, Investigator, The Line-Up, The McCoy, Suspense, Hallmark Hall Of Fame	Gregory Friedkin	Individual	3/1/94	3/1/98	Automatic Extension	Q2 '98
Bickersons, The	Paul Rapp	Individual	1/1/97	12/31/99	Active	Q2 '98
Box 13	Ron Malin	Counsel	1/1/98	12/31/02	Active	Q2 '98
Burns and Allen	Irving Fein	Agent	5/1/94	5/1/97	Automatic Extension	Q2 '98
Cinnamon Bear	Katy Bishop	Individual	4/1/92	12/31/94	Litigation	Q2 '98
Cisco Kid	Don Aston	Individual	1/1/97	12/31/00		Q2 '98
Damon Runyon	Sheldon Amend	Authors Research Company	Jun-91	Jun-93	Year to Year	Q2 '98
Dragnet, Six Shooter/ Audio Rights	Larry McAllister	Universal/ MCA	7/1/98	7/1/01	Active	Q2 '98
Dragnet, Six Shooter/ Broadcast Rights	Al Perry	Universal/ MCA	1/1/98	12/31/98	Negotiating Extension	
Duffy's Tavern	Ed Gardner	Individual	6/25/91	6/25/94	Automatic Extension	Q2 '98
Edgar Bergen & Charlie McCarthy	Irving Fein	Agent	4/1/94	4/1/97	Automatic Extension	Q2 '98
Escape, Frontier Gentleman, Pursuit, Suspense	Janice Ellis O'Hare	Individual	9/1/95	9/1/99		Q2 '98
Falcon, The	Bernard Schubert	Individual	1/1/88	Owned Outright		Q2 '98
Family Theatre	Dennis Roverato	Family Theatre Productions	10/11/93	10/11/98	Automatic Extension	Q2 '98
Greatest Story Ever Told, The	Mark Oursler	Counsel	1/6/98	12/31/02	Active/No Product	
Green Hornet	George Trendle	Green Hornet Enterprises	1/1/98	12/31/02		Q2 '98
Gunsmoke, Suspense, Have Gun Will Travel, Columbia Workshop, Inner Sanctum, Lux Radio Theatre, Philip Marlowe, Life With Luigi, My Favorite Husband, Our Miss Brooks, Sam Spade, Campbell Playhouse, The Whistler, Johnny Dollar	Jeff Nemerovski	CBS Enterprises	9/1/98	12/31/99		Q2 '98
Hopalong Cassidy	Jerry Rosenthal	U.S. Television	3/15/94	12/31/98	Extended/ Negotiating New Agreement	Q2 '98
I Was a Communist for the F.B.I., The Screen Director's Assignment, The Screen Director's Guild, The Screen Director's Playhouse, The Screen Theatre	Dorothy Geiger	Individual	1/1/93	1/1/97	Year to Year	Q2 '98
Jack Benny/ Audio Rights	Marvin Meyer	Counsel	1/1/98	12/31/00	Automatic Extension with Minimum Pmt	
Jack Benny/ Broadcast	Marvin Meyer	Counsel	11/15/93	11/15/98		Q2 '98
Jeff Regan, The Lineup, The McCoy, Our Miss Brooks, Suspense	Stan Freberg	Individual	6/1/95	12/31/00		Q2 '98
Life of Riley	Irving Brecher	Individual	3/1/93	1/15/97	Automatic Extension	Q2 '98
Lights Out, Milton Berle, Phil Harris & Alice Faye, Dennis Day, Tarzan	Phil Levin	Metacom	5/16/93	Continuing	Metacom	Q2 '98
Lone Ranger & Sergeant Preston of the Yukon	Mitch Fried	Golden Books	2/1/98	12/31/01	Active	Q2 '98
Martin & Lewis	Jerry Lewis	Individual	4/1/95	12/31/00	Active	Q2 '98
Mel Blanc	Noel Blanc	Blanc Communications	9/14/90	1/1/92	Automatic Extension	Q2 '98
Mysterious Traveler, Murder by Experts, Strange Doctor Weird	David Kogan	Individual	1/5/92	1/4/98	Automatic Extension	Q2 '98
Nightbeat/ Fibber McGee & Molly	Lawrie Grant	NBC	12/1/97		Negotiation	
Red Ryder	Neil Rosini	Counsel	1/1/99	12/31/01	Active/ No Product	
Saint, The	Jane Geffman	Geffman Schneider Literary Agents, Inc.	1/1/98	12/31/01	Negotiating	Q2 '98
Sam Spade, The Thin Man, The Fat Man, The Clock	Lawrence White	Individual	6/20/05		Active	
Shadow, The	Nina Joan Mattikow	Great American Audio	10/25/97	12/31/02	Active	Q2 '98
Sherlock Holmes	George Weezer	221A Baker St. Assoc.	8/25/97	8/25/03	Active	Q2 '98
Smithsonian	Robert Schelin	Smithsonian Institution	4/18/94	4/18/99	Active	Q2 '98
Superman, Superman with Batman & Robin	Sandy Resnick	D.C. Comics	9/25/98	12/31/00	Active	Q2 '98
Suspense, On Stage, Pursuit, Grand Central Station	E. Jack Neuman	Individual	Mar-94	Mar-99	Active	Q2 '98
Suspense, various	Owen Laster	William Morris Agency	5/1/94	5/1/07	Automatic Extension	Q2 '98
Suspense, various	John Collier	Individual	Apr-98		Active	Q2 '98
Tales of the Texas Rangers	Stacey Keach, Sr.	Stacey Keach Productions	1/1/93	12/31/98	Automatic Extension	Q2 '98
This is Your FBI	Arthur Stashower	Counsel	10/11/93	10/11/98	Extended - 12/31/98	Q2 '98
Unsolved Mysteries, Dangerous Assignment, Fred Allen	Roger Rittner	Roger Rittner Productions	1/31/91	1/1/94	Active	Q2 '98
Various Properties/ Great American Licensee	Nina Joan Mattikow	Great American Audio	10/25/97	12/31/02	Active	
Voyage of the Scarlet Queen	Gregory Friedkin	negotiating	1/1/98	12/31/01	Pending Execution.	Q2 '98
War of the Worlds	Norman Rudman	Counsel	1/1/98	12/31/99	Broadcast Only	Q2 '98
X Minus One, Zero Hour, Dimension X	Ray Bradbury	Individual	9/12/95	1/1/01	Active	Q2 '98

TRADEMARK
REEL: 001926 FRAME: 0593

Schedule 4(i)

Litigation
Relating to Classic Radio Holding Corp. and Classic Radio Acquisition Corp.

From time to time, a predecessor in interest of Classic Radio Acquisition Corp. has received notices of claimed ownership regarding works which such predecessor believes are in the public domain. If any of such claims were substantiated an agreement would be entered into with the claimant to allow continued usage of such work or, if no such agreement was made, such work would be withdrawn from the catalogue. If such claims were not substantiated, such work would remain in the catalogue. None of such claims have been material either alone or in the agreement.

Schedule 4(i)

Litigation
Relating to Classic Radio Holding Corp. and Classic Radio Acquisition Corp.

From time to time, a predecessor in interest of Classic Radio Acquisition Corp. has received notices of claimed ownership regarding works which such predecessor believes are in the public domain. If any of such claims were substantiated an agreement would be entered into with the claimant to allow continued usage of such work or, if no such agreement was made, such work would be withdrawn from the catalogue. If such claims were not substantiated, such work would remain in the catalogue. None of such claims have been material either alone or in the agreement.

TRADEMARK
REEL: 001926 FRAME: 0595

TABLE OF CONTENTS

INTELLECTUAL PROPERTY SECURITY AGREEMENT 1

PRELIMINARY STATEMENTS 1
SECTION 1. Grant of Security 1
SECTION 2. Security for Obligations 3
SECTION 3. Grantors Remain Liable 3
SECTION 4. Representations and Warranties 3
SECTION 5. Further Assurances 6
SECTION 6. Transfers and Other Liens 8
SECTION 7. Administrative Agent Appointed Attorney-in-Fact 8
SECTION 8. Administrative Agent May Perform 9
SECTION 9. The Administrative Agent's Duties 9
SECTION 10. Remedies 9
SECTION 11. Indemnity and Expenses 11
SECTION 12. Security Interest Absolute 11
SECTION 13. Amendments; Waivers; Supplements; Etc 12
SECTION 14. Addresses for Notices 12
SECTION 15. Continuing Security Interest, Assignments 13
SECTION 16. Release and Termination 13
SECTION 17. Execution in Counterparts 14
SECTION 18. Governing Law; Terms 14

EXHIBIT A 21

TRADEMARK
REEL: 001926 FRAME: 0596

SCHEDULES

Schedule I	-	Patents and Patent Applications
Schedule II	-	Trademark Registrations and Applications
Schedule III	-	Copyright Registrations and Applications
Schedule IV	-	Licenses
Schedule 4(i)	-	Litigation

124870.5