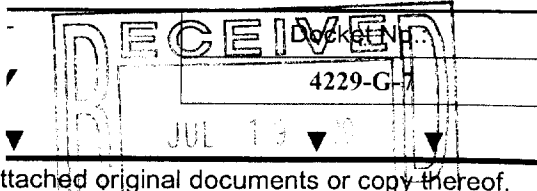


07-20-1999



101095515



MPO
7/19/99

Tab settings → → →

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

1. Name of conveying party(ies):

**BHF-Bank Aktiengesellschaft (as collateral agent for
creditors of borrower OneCoast Network Corporation)**

- Individual(s)
- General Partnership
- Corporation-State
- Other German Joint Stock Corp.
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment to Credit Agreement
- Merger
- Change of Name

Execution Date: June 18, 1999

2. Name and address of receiving party(ies):

Name: BHF (USA) Capital Corp.

Internal Address: _____

Street Address: 590 Madison Avenue

City: New York State: NY ZIP: 10022

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/299618 75/481190 75/481189
75/481193

Additional numbers

B. Trademark Registration No.(s)

Yes No

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

Name: Ronald E. Brown

Internal Address: Kane, Dalsimer, Sullivan, Kurucz, Levy,
Eisele and Richard, LLP

Street Address: 711 Third Avenue

20th Floor

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:.....

4

7. Total fee (37 CFR 3.41):.....\$ \$115.00

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

11-0215, Order No. 4229-G-7

DO NOT USE THIS SPACE

07/19/1999 MTHAI1 00000308 75299618

01 FC:481 40.00 DP
02 FSI:481 75.00 DP

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.

Ronald E. Brown

Name of Person Signing

Signature

July 15, 1999

Date

Total number of pages including cover sheet, attachments, and

19

AMENDMENT NO. 1 TO

CREDIT AGREEMENT

among

ONECOAST NETWORK CORPORATION,
a Georgia corporation

**THE LENDERS FROM TIME
TO TIME PARTIES HERETO**

and

BHF-BANK AKTIENGESELLSCHAFT,
as Lender, Administrative Agent, Letter of Credit Issuer, Collateral Agent and Arranger,

and

BHF (USA) CAPITAL CORPORATION

As of June 18, 1999

AMENDMENT NO. 1 TO CREDIT AGREEMENT

This Amendment No. 1 to Credit Agreement (as defined below) (this "Amendment") dated as of June 18, 1999 is made by and among OneCoast Network Corporation, a Georgia corporation (the "Borrower"), the lenders from time to time party hereto, (each a "Lender," and together with BHF (acting in the capacity of a Lender), collectively, the "Lenders"), BHF-BANK Aktiengesellschaft, as a Lender, as Administrative Agent, as Letter of Credit Issuer and as Collateral Agent ("BHF"), The Nilan Company, LLC, a Georgia limited liability company, Charles T. Kennedy Corporation, a Texas corporation, Ivan Bloom & Associates, Ltd., an Illinois corporation, Toler Marketing Group, Ltd., an Illinois corporation, Remington Freeman, Ltd., a New York corporation, Christian Mosso & Associates, Inc., a Georgia corporation, Kate Peters & Associates, Inc., a Georgia corporation, Keenan Longcor & Associates, Inc., a Georgia corporation, Salesmark, Inc., a Colorado corporation, Koch, Pruett & Associates, Inc., an Arizona corporation, Koch & Bailey, LLC, a Georgia limited liability company, Madco, Inc., a Massachusetts corporation, Genesis Marketing Group, Inc., a South Carolina corporation, Dominion Industries, Inc., a South Carolina corporation, Lifelines Gifts & Cards Inc., a New York corporation, Marilyn Barnett, Inc., a New York corporation, J. Garner & Company, Inc., a Washington corporation, Harlan Lutz & Associates, Inc., an Oregon corporation, Commito and Co., a Colorado corporation, and Nancy Lee, Ltd., a Georgia corporation, as guarantors (the "Guarantors") and BHF (USA) Capital Corporation ("BHFCC").

WHEREAS, the Borrower, the Lenders from time to time party thereto and BHF entered into that certain CREDIT AGREEMENT dated as of October 8, 1998 (as amended to date, the "Credit Agreement") and the other Credit Documents (as defined in the Credit Agreement), pursuant to which BHF and the other Lenders made available to the Borrower loans in the aggregate principal amount of \$25,000,000;

WHEREAS, in connection with the assignment by BHF of its rights, powers, duties and obligations under the Credit Agreement and the other Credit Documents to BHFCC and in order to effectuate certain related amendments to the Credit Agreement and other Credit Documents related thereto, the parties hereto have agreed to amend the Credit Agreement and related Credit Documents as provided for herein.

WHEREAS, capitalized terms used but not defined herein shall have the meaning specified in the Credit Agreement, as amended to date.

NOW THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

I: AMENDMENTS

1. **Section 2.01** of the Credit Agreement shall be amended by adding a new subsection (c) as follows:

(c) It is understood by the Borrower that during the term of this Agreement, BHF may cease acting as the Letter of Credit Issuer. Accordingly, in the absence of the agreement by BHF or another Lender to act as the Letter of Credit Issuer hereunder, in order to assist the Borrower in opening Letters of Credit with the Letter of Credit Issuer, the Borrower has requested the Lenders to guaranty payment and performance of such Letters of Credit and any drafts thereunder through the issuance of a Letter of Credit Guaranty, thereby lending the Lenders' credit to that of the Borrower, and the Lenders hereby agree to do so. These arrangements shall be coordinated by the Administrative Agent subject to the terms and conditions set forth below. The Borrower will be account party for each application for a Letter of Credit, which shall be in form and substance reasonably satisfactory to the Letter of Credit Issuer and the Administrative Agent, and for such other certificates, agreements, documents and other papers and information as the Letter of Credit Issuer or the Administrative Agent may reasonably request. In the event of any conflict between the terms of the foregoing application and other documents, on the one hand, and this Agreement, on the other hand, for purposes of this Agreement, the terms of this Agreement shall control. The Administrative Agent shall have the right, without notice to the Borrower, to incur a Borrowing on behalf of the Borrower as a Revolving Loan in the amount of any and all indebtedness, liabilities and obligations of any kind incurred by the Lenders, or any of them, under the Letter of Credit Guaranty or incurred by the Letter of Credit Issuer with respect to the Letter of Credit (and payable by the Lenders, or any of them, to such Letter of Credit Issuer under a Letter of Credit Guaranty), all upon the payment by any Lender under the Letter of Credit Guaranty. Any amount so borrowed shall be deemed a Revolving Loan hereunder made by Lenders to the Borrower subject to the terms and conditions hereof, including, without limitation, Section 1.04 hereof. Each of the Lenders and the Borrower agrees that the Administrative Agent shall have the right to make such Revolving Loan(s) regardless of whether any Event of Default shall have occurred or be continuing or whether any of the conditions precedent in Section 5.02 shall be satisfied. Upon any payments made to the Letter of Credit Issuer under the Letter of Credit Guaranty, each of the Lenders shall, without prejudice to its rights under this Agreement (including that such unreimbursed amounts shall constitute Revolving Loans hereunder) acquire by subrogation any rights, remedies, duties or obligations granted or undertaken by the Borrower in favor of the Letter of Credit Issuer in any application for Letters of Credit or any standing agreement relating to Letters of Credit or otherwise, all of which shall be deemed to be granted to the Lenders and apply in all respects to the Lenders and shall be in addition to any rights, remedies, duties or obligations contained herein.

2. In **Section 10** of the Credit Agreement the definition of "Base Rate" shall be deleted in its entirety and restated to read as follows:

"Base Rate" at any time shall mean the higher of (i) the rate which is 2% in excess of the Federal Funds Effective Rate and (ii) the rate per annum listed in the "Money Rates" section of the Wall Street Journal as the "prime rate" (if the Wall Street Journal ceases publication of such rate, then the Base Rate shall mean such rate selected by the Administrative Agent in its reasonable judgment as most nearly approximates the foregoing), such changes in the Base Rate being effective simultaneously with the change in the "prime rate" as so published or selected. The Base Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. BHFCC may make commercial loans or other loans at rates of interest at, above or below the Base Rate.

3. In **Section 10** of the Credit Agreement the definition of "BHF" shall be deleted in its entirety and restated to read as follows:

"BHFCC" shall mean BHF (USA) Capital Corporation.

4. In **Section 10** of the Credit Agreement the definition of "Eurodollar Rate" shall be deleted in its entirety and restated to read as follows:

"Eurodollar Rate" means, with respect to any Interest Period, the rate per annum (and, in the case of any determination based on an arithmetic mean, rounded upward, if necessary, to the nearest one-sixteenth of one percent), determined by the Administrative Agent in accordance with its usual procedures, equal at all times during such Interest Period to: (i) the London Interbank Eurodollar market offered rate for Dollar deposits for a time period equal to such Interest Period appearing on the display designated "Page 3750" on the Telerate Service (or such other page as may replace page 3750 on that service or such other service as may be nominated by the British Bankers' Association as the information vendor for the purposes of displaying British Bankers' Association Interest Settlement Rates for Dollar deposits), as of 11:00 a.m. (London time) on the date that is three Business Days prior to the first day of such Interest Period; or (ii) if the foregoing method of determining the Eurodollar Rate is not available, the arithmetic mean of the London Interbank Eurodollar Market offered rates for Dollar deposits for a time period equal to such Interest Period appearing on the display designated as page "LIBO" on the Reuters Monitor Money Rates Service (or such other page as may replace the LIBO page on that service for the purpose of deposits), as of 11:00 a.m. (London time) on the date that is three Business Days prior to the first day of such Interest Period; or (iii) if neither of the foregoing methods for determining the Eurodollar Rate is available, a rate for such Interest Period, reasonably determined by the Administrative Agent as the rate then being paid by prime banks in London Interbank Eurodollar Market, as of approximately 11:00 a.m. (London time) on the date that is three Business Days

prior to the first day of such Interest Period for Dollar deposits having a maturity comparable to such Interest Period and in an amount comparable to the amount of the Loan subject to such Interest Period; or (iv) if no such rate is then ascertainable, a rate reasonably determined by the Administrative Agent. The Administrative Agent's reasonable determination of the Eurodollar Rate in accordance with the provisions of this definition shall be conclusive and binding upon the Borrower whether or not such deposits are actually acquired by the Administration Agent or the Lenders.

5. In **Section 10** of the Credit Agreement shall be further amended by adding the definition of "Letter of Credit Guaranty" as follows:

"Letter of Credit Guaranty" shall mean one or more guarantees by the Lenders, or any of them, in favor of the Letter of Credit Issuer guaranteeing the Borrower's obligations to the Letter of Credit Issuer under the reimbursement agreement, letter of credit application or other like documentation in respect of any Letter of Credit.

6. In **Section 10** of the Credit Agreement the definition of "Letter of Credit Issuer" shall be deleted in its entirety and restated to read as follows:

"Letter of Credit Issuer" shall mean a Lender or such other domestic commercial bank of recognized standing having capital and surplus in excess of \$500,000,000 selected by the Borrower and acceptable to the Administrative Agent, in any case, which has agreed to act as Letter of Credit Issuer hereunder.

II. AGREEMENTS

1. The Borrower, the Lenders and the Guarantors hereby acknowledge and agree as of the Effective Date (as defined below) as follows:

A. The Borrower, the Lenders and the Guarantors hereby consent to the assignment by BHF to BHFCC of all of BHF's rights, powers, duties and obligations heretofore vested in BHF under the Credit Agreement and the related Credit Documents. The Borrower, the Lenders and the Guarantors hereby discharge and release BHF from all such duties and obligations. BHF, the Borrower, the Lenders, the Guarantors and BHFCC acknowledge and agree that BHF shall have no further rights, powers, duties or obligations in respect of the Credit Agreement and the related Credit Documents, but rather that all of such rights, powers, duties and obligations will be vested in BHFCC.

B. All references in the Credit Agreement and the related Credit Documents to "BHF-BANK Aktiengesellschaft" or "BHF" or words of like effect shall be references to "BHFCC" or "BHF (USA) Capital Corporation".

C. In connection with Section 12.03 of the Credit Agreement, all notices to BHFCC shall be sent to the address and numbers specified in Appendix I attached hereto.

Payments to BHFCC shall be sent to the account specified in Appendix II attached hereto.

2. Each of the Borrower and the Guarantors hereby agrees that, from and after the Effective Date, upon the reasonable request of BHFCC, it shall execute, acknowledge and deliver such further instruments of conveyance and assurance and do such other things as may be required for more fully and certainly vesting and confirming in BHFCC all of the rights, powers, duties and obligations of BHF under the Credit Agreement and the related Credit Documents. Without limiting the generality of the foregoing, the Borrower and the Guarantor will execute and deliver to BHF and BHFCC any amendments to or assignments of the Notes, Security Documents, Additional Security Documents, Patent and Trademark Security Credit Agreements, UCC financing statements, insurance certificates and Warrants that BHFCC deems reasonably necessary to effectuate the foregoing.

III. REPRESENTATIONS AND WARRANTIES

The Borrower and the Guarantors hereby represent and warrant as follows:

1. The execution, delivery and performance by the Borrower and the Guarantors of this Amendment (a) are within such party's corporate power; (b) have been duly authorized by all corporate or other necessary action; (c) are not in contravention of any provision of such party's certificate of incorporation or bylaws or other documents of organization; (d) do not violate any law or regulation, or any order or decree of any Governmental Agency; and (e) do not conflict with or result in the breach or termination of, constitute a default under or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which such party is a party or by which such party or any of its respective property is bound; and

2. This Amendment has been duly executed and delivered by the Borrower and the Guarantors and constitutes the legal, valid and binding obligation of such parties, enforceable against each such party in accordance with its terms except as the enforceability hereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies in general.

IV. GUARANTORS' CONSENT

The undersigned Guarantors, in their respective capacity as Guarantors under the Subsidiary Guaranty (the "**Guaranty**"), hereby agree and consent to the amendments as set forth herein and hereby ratify and confirm their respective Guaranty in all respects, after giving effect to the amendments set forth herein.

V. PLEDGORS' CONSENT

The undersigned Pledgors, in their respective capacity as Pledgors under the Pledge Agreement (the "**Pledge**"), hereby agree and consent to the amendments as set

forth herein and hereby ratify and confirm their respective Pledge in all respects, after giving effect to the amendments set forth herein.

VI. MISCELLANEOUS

1. This Amendment shall become effective as of 5:00 p.m. Eastern Standard Time on June 18, 1999 unless, on or before such date, BHF has given notice to the Borrower substantially in the form attached hereto as Appendix III, in which case this Amendment shall become effective as specified in the notice (the "**Effective Date**").

2. On or before the Effective Date, (a) all Letters of Credit issued by BHF under the Credit Agreement and which are outstanding on the Effective Date, will be transferred internally on the books and records of BHF to the head office of BHF-BANK Aktiengesellschaft or to one of its other branches and (b) BHFCC shall add its confirmation to such Letters of Credit, pursuant to which drawings under such Letters of Credit may be effected at the offices of BHFCC or such head office or such other branch (as the case may be), in the relevant beneficiary's discretion. BHF or BHFCC shall so notify the beneficiaries of such Letters of Credit.

3. BHF and BHFCC hereby agree and affirm that pursuant to an assignment and assumption agreement to be entered into by BHF and BHFCC on or prior to the Effective Date, as of the Effective Date, BHF will assign to BHFCC, and BHFCC will assume from BHF, all of BHF's rights, powers, duties and obligations heretofore vested in BHF under the Credit Agreement and the related Credit Documents.

4. Each of the undersigned other than the Lenders (the "**Parties**"), acknowledges and confirms to BHFCC and the Lenders that the Credit Agreement and each related Credit Document to which it is a party shall remain in full force and effect and shall continue to evidence, secure or otherwise guarantee and support the obligations owing by the Borrower to the Lenders pursuant thereto, as hereby amended, and the Notes delivered in accordance with the Credit Agreement.

5. Each of the Parties acknowledges and reaffirms that (i) the Liens granted to the Collateral Agent for the benefit of the Lenders under the Security Documents and the Additional Security Documents remain in full force and effect and shall continue to secure the obligations of the Borrower and the Guarantors arising under the Credit Agreement, as hereby amended, and related Credit Documents, and (ii) the validity, perfection or priority of the Liens will not be impaired by the execution and delivery of this Amendment.

6. All references in the Credit Documents to the Credit Agreement shall, as of the Effective Date, be deemed to refer to the Credit Agreement, as amended by this Amendment, *mutatis mutandis*.

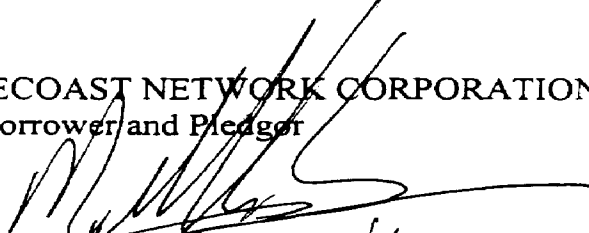
7. This Amendment may be executed in any number of counterparts, including by telecopy, and by the various parties hereto on separate counterparts, each of

which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

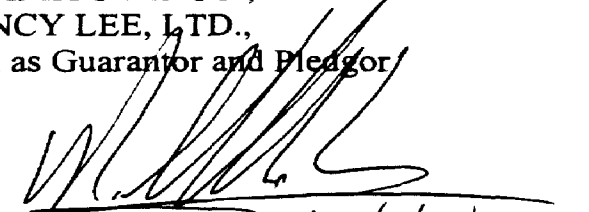
8. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties hereto, in their respective capacities under the agreements to which they are a party, by their officers duly authorized, have executed this Amendment as of the date first above written.


ONECOAST NETWORK CORPORATION,
as Borrower and Pledgor

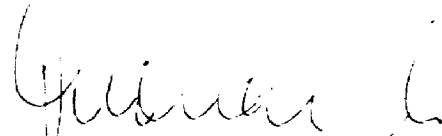
By: 
Name: Michael Nilan
Title: CEO

THE NILAN COMPANY, LLC,
CHARLES T. KENNEDY CORPORATION,
IVAN BLOOM & ASSOCIATES, LTD.,
TOLER MARKETING GROUP, LTD.,
REMINGTON FREEMAN, LTD.,
CHRISTIAN MOSSO & ASSOCIATES,
INC.,
KATE PETERS & ASSOCIATES, INC.,
KEENAN LONGCOR & ASSOCIATES,
INC.,
SALESMARK, INC.,
KOCH, PRUETT & ASSOCIATES, INC.,
KOCH & BAILY, LLC
MADCO, INC.,
GENESIS MARKETING GROUP, INC.,
DOMINION INDUSTRIES, INC.,
LIFELINES GIFTS & CARDS INC.,
MARILYN BARNETT, INC.,
J. GARNER & COMPANY, INC.,
HARLAN LUTZ & ASSOCIATES, INC.,
COMMITO and CO.,
NANCY LEE, LTD.,
each as Guarantor and Pledgor

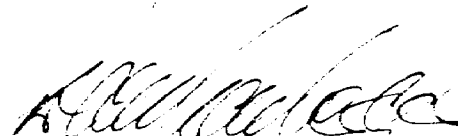
By: 
Name: Michael Nilan
Title: CEO

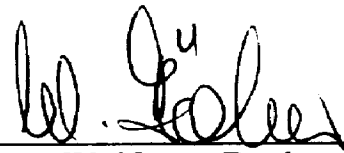
BHF-BANK AKTIENGESELLSCHAFT
Individually and as Administrative Agent,
Letter of Credit Issuer, Collateral Agent and
Arranger

By: 
Name: Stephen B. Shelton
Title: Vice President

By: 
Name: THOMAS J. LEISL
Title: VICE PRESIDENT

BHF (USA) CAPITAL CORPORATION

By: 
Name: Burkhard Frankeberger
Title: Managing Director

By: 
Name: Wolfgang Boeker
Title: Treasurer

ADDRESS FOR NOTICES

TO: BHF (USA) CAPITAL CORPORATION

590 Madison Avenue
New York, New York 10022

Telecopier: (212) 756-5536
Attention: Stephen B. Shelton

327408.5
02625-00014

**ACCOUNT INFORMATION FOR
BHF (USA) CAPITAL CORPORATION**

**ACCOUNT INFORMATION FOR
BHF (USA) CAPITAL CORPORATION**

ABA #: 021-000-018

Bank Name: Bank of New York

City: New York, New York

Account Name: BHF (USA) Capital Corporation

Account Number: 890-0388-935

327408.5
02625-00014

FORM OF NOTICE TO BORROWER

To: **ONECOAST NETWORK CORPORATION**
235 Peachtree Street, 21st Floor
Atlanta, Georgia 30303

Reference is made to the Amendment No. 1 to Credit Agreement dated as of [_____, 1999] (the "Amendment"), by and among BHF-BANK Aktiengesellschaft ("BHF"), BHF (USA) Capital Corporation ("BHFCC"), the lenders from time to time party thereto and OneCoast Network Corporation (the "Borrower") in connection with the Credit Agreement, dated as of October 8, 1998 (the "Credit Agreement") among BHF, the Lenders from time to time party thereto and the Borrower.

Notice is hereby given in accordance with the Amendment that effective as of ____:____m. Eastern Standard Time on [_____, 1999] (the "Effective Date"), BHF has assigned to BHFCC of all of its rights, powers, duties and obligations under the Credit Agreement and BHFCC has accepted and assumed such rights, powers, duties and obligations.

BHF-BANK AKTIENGESELLSCHAFT

By: _____
Name:
Title:

By: _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT

WHEREAS, OneCoast Network Corporation, a Georgia corporation (herein referred to as "Grantor"), owns the Marks (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, certain lenders and BHF-Bank Aktiengesellschaft, as Administrative Agent, Letter of Credit Issuer and Arranger for such lenders (the "Lenders") are parties to a Credit Agreement of even date herewith (as the same may be amended from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended from time to time, the "Security Agreement"), between Grantor and BHF-Bank Aktiengesellschaft, as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Mark, including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and
- (ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

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02625-00006

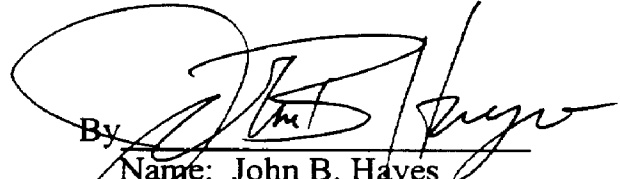
This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * * * *

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02625-00006


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 8th day of October, 1998.


ONECOAST NETWORK
CORPORATION

By 
Name: John B. Hayes
Title: President

Acknowledged:

BHF-BANK AKTIENGESELLSCHAFT,
as Collateral Agent

By 
Name: Stephen B. Shelton
Title: Vice President

By 
Name: Marcus Jackson
Title: Assistant Treasurer

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02625-00006

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

On the 8th day of October, 1998 before me personally came John B. Hayes to me personally known to me the person described in and who executed the foregoing instrument as President of OneCoast Network Corporation, who being by me duly sworn, did depose and say that he is President of OneCoast Network Corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

[Seal]

My commission expires:

SHAWNA BANNISTER
Notary Public, State of New York
No. 01BA5027453
Qualified in Kings County
Commission Expires May 9, 2000

307839.1
02625-00006

SERVICE MARKS APPLIED FOR WITH
UNITED STATES PATENT AND TRADEMARK OFFICE

1. ONECOAST NETWORK (Standard Form)
Application Filing Date: May 28, 1997
Application No.: 75/299, 618
2. ONECOAST NETWORK (stylized)
Application Filing Date: May 7, 1998
Application No.: 75/481193
3. GLOBE LOGO
Application Filing Date: May 7, 1996
Application No.: 75/481189
4. ONECOAST NETWORK WITH GLOBE LOGO
Application Filing Date: May 7, 1998
Application No.: Pending

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02625-00006