Form PTO-1594

(Rev 6-93) MRD 12.28.99

01-28-2000

101252130

U.S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner o original documents or copy thereof.

OIPE DEC 28 1999 PATENT & TRADEMARK OFFICE 2017

1. Name of conveying party(ies):

DURO Communications, Inc.
1211 Semoran Boulevard
Suite 217
Casselberry, Florida 32707

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation (Delaware)
☐ Other

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

3. Nature of conveyance:

☐ Assignment ☐ Merger

☒ Supplement toSecurity Agreement ☐ Change of Name

☐ Other:

Execution Date: December 1, 1999

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

Name: Canadian Imperial Bank of Commerce, as administrative agent

Internal Address:

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017
Country:

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
☒ Other Bank

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

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s)

See attached list

B. Trademark No.(s)

See attached list

Additional numbers attached ☒ Yes ☐ No

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

Name: Nora A. Whitescarver
Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 5

7. Total fee (37 CFR 3.41): $140.00

☒ Enclosed (Check No. 18183)

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver
Name of Person Signing

Signature

December 28, 1999
Date

Total number of pages comprising cover sheet and document attachments: 8

40.00 OP
100.00 OP

00000007 2264173

12/28/2000 VBROWN

FC:481
FC:482

ATTACHMENT 1
to Supplement to
Trademark Security Agreement

[1/]Item A. Trademarks

Registered Trademarks

Trademark	Registration No.	Registration Date
GDI	2,264,173	July 27, 1999
GDI.NET	2,264,171	July 27, 1999

Pending Trademark Applications

Trademark	Serial No.	Filing Date
DURO	75/697669	May 4, 1999
We're Here to Get You There	75/471024	April 20, 1998

Trademark Applications in Preparation

Country	Trademark	Filing Docket No.	Date	Products/ Services

Item B. Trademark Licenses

Country or Territory	Trademark	Licensor	Licensee	Registration No.	Effective Date	Expiration Date
United States	Gibralter	Gibralter	DURO	2,260,783	9/22/99	Perpetual[2/]

[1/] List items related to the United States first for ease of recordation. List items related to other countries next grouped by country and in alphabetical order by country name.

[2/] Subject to termination for breach of License Agreement or when Licensee Services are no longer being distributed in commerce.

16853608

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement"), dated as of December 1, 1999, between DURO Communications, Inc., a Delaware corporation (the "Grantor"; sometimes referred to herein as the "Borrower"), and Canadian Imperial Bank of Commerce, as administrative agent (in such capacity, the "Administrative Agent") for each of the Secured Parties from time to time parties to the Credit Agreement, dated as of May 13, 1999 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement") among the Borrower, the various financial institutions as are or may become parties thereto (the "Lenders") and the Administrative Agent. Unless otherwise defined herein or the context otherwise requires, terms used in this Supplement shall have the meanings provided or incorporated by reference in the Trademark Security Agreement (as defined below).

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, the Lenders severally agreed to make Credit Extensions to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, as a condition precedent to (a) the obligation of the Lenders to continue to make their respective Credit Extensions to the Borrower under the Credit Agreement, and (b) the effectiveness of the agreements set forth in the Credit Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of May 13, 1999 (the "Trademark Security Agreement"), to the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the Trademark Security Agreement, the parties agreed to take actions and make filings and, in furtherance of the foregoing, the parties have agreed to supplement the Trademark Security Agreement as further set forth herein;

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, that the Trademark Security Agreement shall be supplemented as follows:

1. **GRANT OF SECURITY INTEREST**. To secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property, whether now owned or hereafter acquired or existing by it:

(a) the Trademarks referred to in Attachment 1 attached hereto;

(b) the Trademark licenses referred to in Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

2. **SECURITY AGREEMENT**. This Supplement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Trademark Security Agreement. The Trademark Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

3. **MISCELLANEOUS.**

(a) Successors and Assigns. This Supplement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Full Force and Effect; Limited Supplement. Except as expressly supplemented hereby, the Trademark Security Agreement shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with its terms.

(c) Loan Document, etc. This Supplement constitutes a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

(d) Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Trademark

Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

(e) Counterparts. This Supplement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

(f) Severability. In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or enforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired.

(g) Fees. Without limiting the provisions of the Credit Agreement (or any other Loan Document, including the Trademark Security Agreement), the undersigned agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including reasonable attorneys' fees and expenses of the Administrative Agent.

(h) Governing Law. **THIS SUPPLEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

DURO COMMUNICATIONS, INC.

By_____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent

By_____
Name:
Title:

16153608

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

DURO COMMUNICATIONS, INC.

By_____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent

By Laura Horn
Name:
Title: Laura Horn
Executive Director
CIBC World Markets Corp. As Agent

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