FORM PTO-1594
1-31-92

RE 03-03-2000

TF 101280898

U.S. Department of Commerce
Patent and Trademark Office

Tab settings ⇒ ⇒ ⇒

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

1. Name of conveying Party(ies):
MACDONALD COMMUNICATIONS CORPORATION

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

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

2. Name and address of receiving Party(ies)

Name: MCG FINANCE CORPORATION
Internal Address: Suite 800
Street Address: 1100 Wilson Boulevard
City: Arlington State: VA ZIP: 22209

☐ Individual(s) Citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State DE
☐ 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

RECEIVED 2000 FEB -3 PM 3:38 OPR/FINANCE

3. Nature of conveyance:

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

Execution Date: November 8, 1999

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

A. Trademark Application No.(s)

75622293	75622294	75671293
75718273	75718261	75718260
75718262	75737523	75737521

B. Trademark Registration No's

Additional numbers attached? ☐Yes ☒No

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

Name: Dana E. Stern, Esq.
Internal Address: Suite 800

03/02/2000 DCOATES 00000304 75622293
01 FC:481 40.00 OP
02 FC:482 200.00 OP

Street Address: 1100 Wilson Boulevard
City: Arlington State: VA ZIP: 22209

6. Total Number of applications and registrations involved:..... 9

7. Total fee (37 CFR 3.41):.....$ 240.00

☒ Enclosed
☐ 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. State 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.

Dana E. Stern — January 31, 2000
Name of Person Signing — Signature — Date

Total number of pages including this cover sheet and any attachments: 17

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of November 8, 1999, by **MACDONALD COMMUNICATIONS CORPORATION** (including any successor or permitted assignee thereof, "Grantor"), in favor of **MCG FINANCE CORPORATION** (including any successor, participant, assignee or transferee thereof, "Lender") (and supplements and updates a similar instrument by Grantor made and effective as of December 24, 1998).

RECITALS

WHEREAS, Grantor and each of its direct and indirect Subsidiaries (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Lender for a credit facility consisting of an $8.0 million term loan credit arrangement; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers and Lender dated as of December 24, 1998 (as may be amended from time to time, "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Security Agreement by and between Grantor and Lender dated as of December 24, 1998 (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Lender; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Lender for purposes of securing the obligations to Lender under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lender pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, Grantor and Lender hereby agree as follows:

1. Grant. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses

TRADEMARK
REEL: 002029 FRAME: 0386

set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Lender.

4. Power of Attorney. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the

TRADEMARK
REEL: 002029 FRAME: 0387

signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Lender (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Lender to evidence such termination.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

[BALANCE OF PAGE INTENTIONALLY BLANK]

TRADEMARK
REEL: 002029 FRAME: 0388

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

By: _____
Name: Anne Fin
Title: VP

[CORPORATE SEAL]

MACDONALD COMMUNICATIONS CORPORATION (Grantor)

By: _____
Name: Jay C. MacDonald
Title: ~~President~~ CEO

Address: 135 West 50th Street
New York, NY 10020

Facsimile: (212) 586-2580

WITNESS:

By: _____

MCG FINANCE CORPORATION (Lender)

By: _____
Jon A. Slabaugh, Managing Director

Address: 1100 Wilson Blvd.
Suite 800
Arlington, VA 22209

Facsimile: (703)247-7505

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

MACDONALD COMMUNICATIONS CORPORATION (Grantor)

By: _____
Name: Jay C. MacDonald
Title: President

Address: 135 West 50th Street
New York, NY 10020

Facsimile: (212) 586-2580

WITNESS:

By: Mary Cotturo

MCG FINANCE CORPORATION (Lender)

By: _____
Jon A. Slabaugh, Managing Director

Address: 1100 Wilson Blvd.
Suite 800
Arlington, VA 22209

Facsimile: (703)247-7505

ACKNOWLEDGMENT

STATE OF New York :
: SS
COUNTY OF New York :

Before me, the undersigned, a Notary Public, on this 24th day of January, 2000, personally appeared Jay C. MacDonald and Anne Finn, to me known personally, who, being by me duly sworn, did each separately say that he/she is the ~~President~~ CEO and VP (respectively, as appropriate) of **MacDonald Communications Corporation**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MacDonald Communications Corporation by authority of its Board of Directors, and the said ~~President~~ CEO and VP each acknowledged said instrument to be his/her free act and deed.

Noah Bloch
Notary Public

My Commission Expires: June 30, 2000

ACKNOWLEDGEMENT

STATE OF Virginia :
: SS
COUNTY OF Arlington :

Before me, the undersigned, a Notary Public, on this 27th day of November _____, personally appeared Jon A. Slabaugh, to me known personally, who, being by me duly sworn, did say that he is the Managing Director of **MCG FINANCE CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Finance Corporation by authority of its Board of Directors (through its Credit Committee), and the said Managing Director acknowledged said instrument to be his free act and deed.

Anna J. Burch
Notary Public

My Commission Expires: May 31, 2002

157719

SCHEDULE A

COPYRIGHT COLLATERAL

See Attached

SCHEDULE 3.5A and SCHEDULE A

Copyright Collateral (page 1 of 2)
Working Woman Magazine

I. Registered Copyrights

Copyright Title	Registration Number	Registration Date
June '99	TX4-910-271	Jun. 1, 1999
May '99	TX4-910-274	Jun. 1, 1999
April '99	TX4-910-272	Jun. 1, 1999
March '99	TX4-848-944	Feb. 22, 1999
February '99	TX4-849-241	Feb. 22, 1999
December/January '99	TX4-815-606	Dec. 14, 1998
November '98	TX4-815-605	Dec, 14, 1998
October '98	TX4-815-604	Dec. 14, 1998

II. Pending Copyright Applications

Copyright Title	Date of Publication
September '99	Aug. 10, 1999
July/August '99	Jun. 22, 1999

SCHEDULE 3.5A and SCHEDULE A

Copyright Collateral (page 2 of 2)
Working Mother Magazine

I. Registered Copyrights

Copyright Title	Registration Number	Registration Date
June '99	TX4-903-013	Jun. 1, 1999
May '99	TX4-910-225	Jun. 1, 1999
April '99	TX4-910-273	Jun. 1, 1999
March '99	TX4-849-240	Feb. 22, 1999
February '99	TX4-853-564	Feb. 22, 1999
December/January '99	TX4-815-762	Dec. 14, 1998
November '98	TX4-815-761	Dec. 14, 1998
October '98	TX4-815-760	Dec. 14, 1998

II. Pending Copyright Applications

Copyright Title	Date of Publication
September "99	August 3, 1999
July/August '99	June 15, 1999

SCHEDULE B

PATENT COLLATERAL

I. Patents

Patent Number	Country	Issue Date	Title
		None	

II. Pending Patent Applications

Patent Title	Atty. Docket Number	Country	Serial Number	Filing Date	Status

III. Patent Licenses

Patent No.	Country	Licensor	Licensee	Effective Date	Expiration Date

SCHEDULE C

TRADEMARK COLLATERAL

See Attached

MACDONALD COMMUNICATION CORPORATION -- U.S. AND FOREIGN TRADEMARKS, REGISTRATIONS AND APPLICATIONS

Dkt.	Country	App.No.	App. Date	Reg. No.	Reg. Date	Mark
21748	U.S.			1152795	4/28/81	WORKING WOMAN
21748-A	CANADA			262260	9/4/81	WORKING WOMAN
21748	CHINA	92000132	1/3/92	624207	12/30/92	WORKING WOMAN
21748	FRANCE			1262079	2/21/94	WORKING WOMAN
21748	JAPAN	1938/90	1/11/90	2715601	8/30/96	WORKING WOMAN
21748	PHILIPPINES			43128	2/10/89	WORKING WOMAN
21748	S. AFRICA	91/7568	9/10/91	91/7568	11/25/93	WORKING WOMAN
21748	TAIWAN	8053278	11/23/91	577584	12/1/92	WORKING WOMAN
21749	U.S.			1218762	11/30/82	WORKING WOMAN & DESIGN
21749	FRANCE			1262080	2/20/94	WORKING WOMAN & DESIGN
27218	U.S.	731813	5/31/88	1517184	12/20/88	WORKING WOMAN
34944	U.S.			1243573	6/28/83	WORKING MOTHER
34944	CANADA	654279	3/28/90	424473	3/4/94	WORKING MOTHER
36432	U.S.	023626	1/29/90	1657847	9/17/91	WORKING WOMAN
48623	U.S.	75/010581	10/26/95	2164820	6/9/98	WOMEN'S WEB
55005	U.S.	75/389597	11/13/97			A DIFFERENT READ ON BUSINESS
55218	U.S.	75/137469	7/22/96	2186446	9/1/98	NAFE
55219	U.S.			1229629	3/8/83	EXECUTIVE FEMALE

TRADEMARK
REEL: 002029 FRAME: 0398

Dkt.	Country	App.No.	App. Date	Reg. No.	Reg. Date	Mark
55220	U.S.			1250721	9/6/83	NAFE
55221	U.S.			1279302	5/22/84	NATIONAL ASSOCIATION FOR FEMALE EXECUT
55224	U.S.			1118760	5/22/79	THE EXECUTIVE FEMALE REPORT
55268	U.S.	75/404031	12/11/97	2204043	11/17/98	WE CARE VERY MUCH
55965	U.S.	75/463136	4/6/98			DAUGHTERS 2000
56054	U.S.	75/462748	4/6/98			SOLUTIONS OVER SALAD
57948	U.S.	75/594044	11/23/98			BUSINESSWOMEN'S RESEARCH INSTITUTE
58405	U.S.	75/622293	1/19/99			LeadHERship (Stylized)
58412	U.S.	75/622294	1/19/99			WORKING WOMAN
58909	U.S.	75/671293	3/29/99			WHEN A WOMAN SUCCEEDS, A COMPANY SUCCI
59271	U.S.	75/718273	6/1/99			WORK/FAMILY
59272	U.S.	75/718261	6/1/99			WORKING MOTHER
59273	U.S.	75/718260	6/1/99			WORKING WOMAN
59274	U.S.	75/718262	6/1/99			GLOBAL KIDS
59420	U.S.	75/737523	6/25/99			WORKINGWOMANNETWORK
59456	U.S.	75/737521	6/25/99			WORKING MOTHER APPROVED

ITEMS IN THE BOX ABOVE REPRESENT ADDITIONAL REGISTRATIONS COVERED BY THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT.

TRADEMARK
REEL: 002029 FRAME: 0399

Schedule 1.20 to Amendment Number One - November 1999 - Schedule 3.5A

Intellectual Property Security Agreement - November 1999 - MCC - Schedule C

Dkt.	Country	App.No.	App. Date	Reg. No.	Reg. Date	Mark
55220	U.S.			1250721	9/6/83	NAFE
55221	U.S.			1279302	5/22/84	NATIONAL ASSOCIATION FOR FEMALE EXECUT
55224	U.S.			1118760	5/22/79	THE EXECUTIVE FEMALE REPORT
55268	U.S.	75/404031	12/11/97	2204043	11/17/98	WE CARE VERY MUCH
55965	U.S.	75/463136	4/6/98			DAUGHTERS 2000
56054	U.S.	75/462748	4/6/98			SOLUTIONS OVER SALAD
57948	U.S.	75/594044	11/23/98			BUSINESSWOMEN'S RESEARCH INSTITUTE
58405	U.S.	75/622293	1/19/99			LeadHERship (Stylized)
58412	U.S.	75/622294	1/19/99			WORKING WOMAN
58909	U.S.	75/671293	3/29/99			WHEN A WOMAN SUCCEEDS, A COMPANY SUCCI
59271	U.S.	75/718273	6/1/99			WORK/FAMILY
59272	U.S.	75/718261	6/1/99			WORKING MOTHER
59273	U.S.	75/718260	6/1/99			WORKING WOMAN
59274	U.S.	75/718262	6/1/99			GLOBAL KIDS
59420	U.S.	75/737523	6/25/99			WORKINGWOMANNETWORK
59456	U.S.	75/737521	6/25/99			WORKING MOTHER APPROVED

ITEMS IN THE BOX ABOVE REPRESENT ADDITIONAL REGISTRATIONS COVERED BY THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT.

TRADEMARK
REEL: 002029 FRAME: 0400

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of November 8, 1999, by **MACDONALD COMMUNICATIONS CORPORATION** (including any successor or permitted assignee thereof, "Grantor"), in favor of **MCG FINANCE CORPORATION** (including any successor, participant, assignee or transferee thereof, "Lender") (and supplements and updates a similar instrument by Grantor made and effective as of December 24, 1998).

RECITALS

WHEREAS, Grantor and each of its direct and indirect Subsidiaries (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Lender for a credit facility consisting of an $8.0 million term loan credit arrangement; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers and Lender dated as of December 24, 1998 (as may be amended from time to time, "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Security Agreement by and between Grantor and Lender dated as of December 24, 1998 (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Lender; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Lender for purposes of securing the obligations to Lender under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lender pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, Grantor and Lender hereby agree as follows:

1. Grant. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses

set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Lender.

4. Power of Attorney. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the

signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Lender (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Lender to evidence such termination.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

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TRADEMARK
REEL: 002029 FRAME: 0403

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

MACDONALD COMMUNICATIONS CORPORATION (Grantor)

By: _____
Name: Jay C. MacDonald
Title: ~~President~~ CEO

Address: 135 West 50th Street
New York, NY 10020

Facsimile: (212) 586-2580

WITNESS:

By: _____

MCG FINANCE CORPORATION (Lender)

By: _____
Jon A. Slabaugh, Managing Director

Address: 1100 Wilson Blvd.
Suite 800
Arlington, VA 22209

Facsimile: (703)247-7505

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

MACDONALD COMMUNICATIONS CORPORATION (Grantor)

By: _____
Name: Jay C. MacDonald
Title: President

Address: 135 West 50th Street
New York, NY 10020

Facsimile: (212) 586-2580

WITNESS:

By: Mary Cotturo

MCG FINANCE CORPORATION (Lender)

By: _____
Jon A. Slabaugh, Managing Director

Address: 1100 Wilson Blvd.
Suite 800
Arlington, VA 22209

Facsimile: (703)247-7505

ACKNOWLEDGMENT

STATE OF New York :
: SS
COUNTY OF New York :

Before me, the undersigned, a Notary Public, on this 24th day of January, 2000, personally appeared Jay C. MacDonald and Anne Finn, to me known personally, who, being by me duly sworn, did each separately say that he/she is the ~~President~~ CEO and VP (respectively, as appropriate) of **MacDonald Communications Corporation**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MacDonald Communications Corporation by authority of its Board of Directors, and the said ~~President~~ CEO and VP each acknowledged said instrument to be his/her free act and deed.

Noah Block
Notary Public

My Commission Expires: June 30, 2000

ACKNOWLEDGEMENT

STATE OF Virginia :
: SS
COUNTY OF Arlington :

Before me, the undersigned, a Notary Public, on this 27th day of November _____, personally appeared Jon A. Slabaugh, to me known personally, who, being by me duly sworn, did say that he is the Managing Director of **MCG FINANCE CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Finance Corporation by authority of its Board of Directors (through its Credit Committee), and the said Managing Director acknowledged said instrument to be his free act and deed.

Anna J. Burch
Notary Public

My Commission Expires: May 31, 2002

157719

SCHEDULE A

COPYRIGHT COLLATERAL

See Attached

SCHEDULE 3.5A and SCHEDULE A

Copyright Collateral (page 1 of 2)
Working Woman Magazine

I. Registered Copyrights

Copyright Title	Registration Number	Registration Date
June '99	TX4-910-271	Jun. 1, 1999
May '99	TX4-910-274	Jun. 1, 1999
April '99	TX4-910-272	Jun. 1, 1999
March '99	TX4-848-944	Feb. 22, 1999
February '99	TX4-849-241	Feb. 22, 1999
December/January '99	TX4-815-606	Dec. 14, 1998
November '98	TX4-815-605	Dec, 14, 1998
October '98	TX4-815-604	Dec. 14, 1998

II. Pending Copyright Applications

Copyright Title	Date of Publication
September '99	Aug. 10, 1999
July/August '99	Jun. 22, 1999

SCHEDULE 3.5A and SCHEDULE A

Copyright Collateral (page 2 of 2)
Working Mother Magazine

I. Registered Copyrights

Copyright Title	Registration Number	Registration Date
June '99	TX4-903-013	Jun. 1, 1999
May '99	TX4-910-225	Jun. 1, 1999
April '99	TX4-910-273	Jun. 1, 1999
March '99	TX4-849-240	Feb. 22, 1999
February '99	TX4-853-564	Feb. 22, 1999
December/January '99	TX4-815-762	Dec. 14, 1998
November '98	TX4-815-761	Dec. 14, 1998
October '98	TX4-815-760	Dec. 14, 1998

II. Pending Copyright Applications

Copyright Title	Date of Publication
September "99	August 3, 1999
July/August '99	June 15, 1999

SCHEDULE B

PATENT COLLATERAL

I. Patents

Patent Number	Country	Issue Date	Title
None			

II. Pending Patent Applications

Patent Title	Atty. Docket Number	Country	Serial Number	Filing Date	Status

III. Patent Licenses

Patent No.	Country	Licensor	Licensee	Effective Date	Expiration Date

SCHEDULE C

TRADEMARK COLLATERAL

See Attached

MACDONALD COMMUNICATION CORPORATION -- U.S. AND FOREIGN TRADEMARKS, REGISTRATIONS AND APPLICATIONS

Dkt.	Country	App.No.	App. Date	Reg. No.	Reg. Date	Mark
21748	U.S.			1152795	4/28/81	WORKING WOMAN
21748-A	CANADA			262260	9/4/81	WORKING WOMAN
21748	CHINA	92000132	1/3/92	624207	12/30/92	WORKING WOMAN
21748	FRANCE			1262079	2/21/94	WORKING WOMAN
21748	JAPAN	1938/90	1/11/90	2715601	8/30/96	WORKING WOMAN
21748	PHILIPPINES			43128	2/10/89	WORKING WOMAN
21748	S. AFRICA	91/7568	9/10/91	91/7568	11/25/93	WORKING WOMAN
21748	TAIWAN	8053278	11/23/91	577584	12/1/92	WORKING WOMAN
21749	U.S.			1218762	11/30/82	WORKING WOMAN & DESIGN
21749	FRANCE			1262080	2/20/94	WORKING WOMAN & DESIGN
27218	U.S.	731813	5/31/88	1517184	12/20/88	WORKING WOMAN
34944	U.S.			1243573	6/28/83	WORKING MOTHER
34944	CANADA	654279	3/28/90	424473	3/4/94	WORKING MOTHER
36432	U.S.	023626	1/29/90	1657847	9/17/91	WORKING WOMAN
48623	U.S.	75/010581	10/26/95	2164820	6/9/98	WOMEN'S WEB
55005	U.S.	75/389597	11/13/97			A DIFFERENT READ ON BUSINESS
55218	U.S.	75/137469	7/22/96	2186446	9/1/98	NAFE
55219	U.S.			1229629	3/8/83	EXECUTIVE FEMALE

TRADEMARK
REEL: 002029 FRAME: 0413

Dkt.	Country	App.No.	App. Date	Reg. No.	Reg. Date	Mark
55220	U.S.			1250721	9/6/83	NAFE
55221	U.S.			1279302	5/22/84	NATIONAL ASSOCIATION FOR FEMALE EXECUT
55224	U.S.			1118760	5/22/79	THE EXECUTIVE FEMALE REPORT
55268	U.S.	75/404031	12/11/97	2204043	11/17/98	WE CARE VERY MUCH
55965	U.S.	75/463136	4/6/98			DAUGHTERS 2000
56054	U.S.	75/462748	4/6/98			SOLUTIONS OVER SALAD
57948	U.S.	75/594044	11/23/98			BUSINESSWOMEN'S RESEARCH INSTITUTE
58405	U.S.	75/622293	1/19/99			LeadHERship (Stylized)
58412	U.S.	75/622294	1/19/99			WORKING WOMAN
58909	U.S.	75/671293	3/29/99			WHEN A WOMAN SUCCEEDS, A COMPANY SUCCE
59271	U.S.	75/718273	6/1/99			WORK/FAMILY
59272	U.S.	75/718261	6/1/99			WORKING MOTHER
59273	U.S.	75/718260	6/1/99			WORKING WOMAN
59274	U.S.	75/718262	6/1/99			GLOBAL KIDS
59420	U.S.	75/737523	6/25/99			WORKINGWOMANNETWORK
59456	U.S.	75/737521	6/25/99			WORKING MOTHER APPROVED

ITEMS IN THE BOX ABOVE REPRESENT ADDITIONAL REGISTRATIONS COVERED BY THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT.

RECORDED: 02/03/2000 TRADEMARK REEL: 002029 FRAME: 0414