

02-28-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

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

#### Conveyance Type

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

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

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

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

#### FOR OFFICE USE ONLY

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

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

TRADEMARK  
REEL: 002034 FRAME: 0192

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1) **RETURN TO:**

Address (line 2) Federal Research Corporation

Address (line 3) 400 Seventh St., N.W., Suite 101

Address (line 4) Washington, DC 20004

Address (line 4)

**Pages**

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

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

Mark if additional numbers attached

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

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

**Deposit Account**

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

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Cheri L. Costa  
Name of Person Signing

*Cheri L. Costa*  
Signature

2/15/00  
Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

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**Trademark Application Number(s)**

**Registration Number(s)**

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# TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 4, 2000 (this "**Agreement**"), is between **WICKS BROADCAST SOLUTIONS, LLC**, a Delaware limited liability company ("**Borrower**"), and **FINOVA CAPITAL CORPORATION**, a Delaware corporation, in its individual capacity and as agent for all lenders ("**Secured Party**").

## RECITALS:

**A.** Borrower, Secured Party and the other lenders party thereto have entered into that certain Loan Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which Lenders have agreed to make loans and other financial accommodations to Borrower, on the terms and subject to the conditions of the Loan Agreement.

**B.** As one of the conditions precedent to the effectiveness of the Loan Agreement, Lenders have required the execution and delivery by Borrower of this Agreement.

**NOW, THEREFORE**, in order to induce Lenders to enter into the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

**1. Definitions.** All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

**2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of Borrower's Obligations, Borrower does hereby mortgage, pledge and collaterally assign to Secured Party, and grant to Secured Party a continuing security interest in all of the following property (collectively, the "**Trademarks**"), whether now or hereafter owned, acquired or existing:

(i) all trademarks of Borrower and all prints and labels on which the Trademarks have appeared or appear, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including but not limited to, those trademarks, registrations, recordings and applications referred to in Item A of **Attachment 1** hereto;

(ii) each Trademark license, including but not limited to, those Trademark licenses referred to in Item B of **Attachment 1** hereto;

(iii) all reissues, extensions or renewals of any of the items described in clauses (i) and (ii);

(iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of the Trademarks or any Trademark registration or Trademark license, including, but not limited to, the Trademarks or any Trademark registration or Trademark license referred to in **Attachment 1** hereto, or for any injury to the goodwill associated with the use of the Trademarks or for breach or enforcement of any Trademark license.

**3. Security Agreement.** This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Secured Party in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Loan Agreement and the other Loan Instruments. The Loan Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**4. Release of Security Interest.** Upon payment in full of all of Borrower's Payment Obligations then owing and the termination of the Commitments, Secured Party shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademarks which has been granted hereunder.

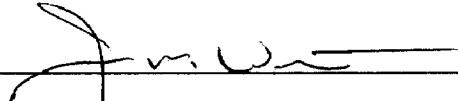
**5. Acknowledgment.** Borrower does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**6. Loan Instrument.** This Agreement is a Loan Instrument executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

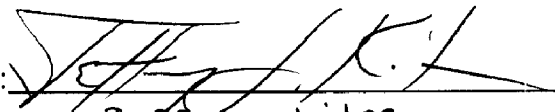
**7. Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**WICKS BROADCAST SOLUTIONS, LLC**  
a Delaware limited liability company

By:   
Name: JAMIE M. WESTON  
Title: VICE PRESIDENT

**FINOVA CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By:   
Name: Jeffrey Kilrea  
Title: Senior Vice President

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) SS.

I, DAVID A. COLLINS, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that JAMIE M. WESTON personally known to me to be a Vice President of WICKS BROADCAST SOLUTIONS, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as February 4, 2000 of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4<sup>th</sup> day of February, 2000.

DAVID A. COLLINS  
Notary Public

My Commission Expires:  
APRIL 13, 2000

DAVID A. COLLINS  
Notary Public, State of New York  
No. 02CO6005589  
Qualified in New York County  
Commission Expires April 13, 2000

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) SS.

I, DAVID A. COLLINS, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that JEFFREY KUBA personally known to me to be a SENIOR VICE PRESIDENT of FINOVA CAPITAL CORPORATION, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as February 4, 2000 of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of February, 2000.

DAVID A. COLLINS  
Notary Public

My Commission Expires: April 13, 2000

DAVID A. COLLINS  
Notary Public, State of New York  
No. 02CO6005589  
Qualified in New York County  
Commission Expires April 13, 2000



**ITEM A. TRADEMARKS**

<b><u>Name</u></b>	<b><u>Registered Owner</u></b>	<b><u>Registration Number</u></b>	<b><u>County of Registration</u></b>	<b><u>Effective Date of Registrati on</u></b>
LAZ E-FORMS	Custom Business Systems, Inc.	2,118,252	United States	12/02/97
LAZ E-FORMS	Custom Business Systems, Inc.	2038749	United Kingdom	07/12/96
LAZ E-FORMS	Custom Business Systems, Inc.	TMA508,793	Canada	03/03/99
DIGITAL UNIVERSE	Custom Business Systems, Inc.	A510379	Australia	08/27/94
DIGITAL UNIVERSE	Custom Business Systems, Inc.	465307	Mexico	09/10/93

**ITEM B. TRADEMARKS**

None