

03-22-2000

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ER SHEET

TRADEMARK 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  
03 \_\_\_\_\_ 2000

**Conveying Party**

Mark if additional names of conveying parties attached

Name Quest Media, LLC

Execution Date  
Month Day Year  
03 \_\_\_\_\_ 2000

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Delaware

**Receiving Party**

Mark if additional names of receiving parties attached

Name Meigher Communications, L.P.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 100 Avenue of the Americas

Address (line 2) \_\_\_\_\_

Address (line 3) New York New York 10013  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

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

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 gather 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: 002037 FRAME: 0629**

**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

212-415-9339

Name Ramon P. Marks, Esq.

Address (line 1) Dorsey & Whitney LLP

Address (line 2) 250 Park Avenue

Address (line 3) New York, NY 10177

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)**

1525585

Empty boxes for Trademark Application Numbers

Empty boxes for Trademark Application Numbers

Empty boxes for Trademark Application Numbers

Empty boxes for Registration Numbers

Empty boxes for Registration Numbers

Empty boxes for Registration Numbers

**Number of Properties**

Enter the total number of properties involved

# 01

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:  
Deposit Account

Enclosed

Deposit Account

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

Deposit Account Number

# 04-1425

Authorization to charge additional fees:

Yes

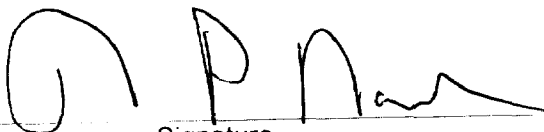
No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing instrument 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

Ramon P. Marks, Esq.

Name of Person Signing



Signature

3/9/00

Date Signed

## COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated as of March 9, 2000, is entered into by and between Quest Media, LLC, a Delaware limited liability company (the "Assignor") and Meigher Communications, L.P., Delaware limited partnership ("Assignee"), which are signatories to the Security Agreement defined below.

### WITNESSETH

WHEREAS, Assignor has purchased the assets of Assignee relating to *Quest* magazine pursuant to the Asset Purchase Agreement, dated March 9, 2000, by and between Assignor and Assignee (the "Purchase Agreement"), pursuant to which Assignor has agreed to pay \$600,000 in cash and \$200,000 by a promissory note due and payable on December 31, 2000 (the "Note");

WHEREAS, the Assignor has pledged and granted to the Assignee a security interest in the property described in a Security Agreement dated as of March 9, 2000, by and between Assignor and Assignee (the "Security Agreement"), which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, and the goodwill associated therewith;

WHEREAS, the Assignor owns the trademarks and trade names set forth in Exhibit A attached hereto, and the trademarks so listed are registered in the United States Patent and Trademark Office; and

WHEREAS, the Assignor expects to derive benefits from paying part of the purchase price for *Quest* by the Note and finds it advantageous, desirable and in its best interest to execute this Assignment to the Assignee in order to secure the payment and performance of the Note and any promissory note or notes hereinafter issued in substitution or replacement thereof, all liabilities of the Assignor under the Security Agreement, and all liabilities of the Assignor under this Agreement, and in all of the foregoing cases whether due or to become due, and whether now existing or hereafter arising or incurred (the "Liabilities").

NOW, THEREFORE, in consideration of the premises and to induce the Assignee to hold the Note, the parties hereto agree as follows:

1. The Assignor does hereby assign as security for the satisfaction of the Liabilities all of its right, title and interest in and to all of the present trademarks and trade names and the registrations and applications therefor owned by the Assignor (the "Trademarks"), including but not limited to those set forth on Exhibit A, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to

be held and enjoyed by the Assignee for the Assignee's use and behalf, and for the Assignee's legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made.

2. The Assignor hereby covenants and warrants that:

(a) the Trademarks listed on Exhibit A have been duly issued and are registered and subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) to the best of the Assignor's knowledge, each of the Trademarks and Tradenames listed on Exhibit A is valid and enforceable;

(c) no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Liabilities shall have been satisfied in full, in substantial compliance with statutory notice requirements relating to its use of the Trademarks;

(f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons;

(g) the Trademarks listed on Exhibit A are all of the United States Trademarks Registrations therefor now owned by the Assignor; and

(h) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full, the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any

trademark application, registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment (except for purposes of Section 2 hereof), Section 1 hereof shall automatically apply thereto, and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks except in the ordinary course of business.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents reasonably requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Security Agreement shall have been terminated in accordance with its terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

7. The Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, to preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain.

8. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents reasonably required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Assignor and the Assignee.

14. Upon payment in full of all Liabilities this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (I) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (II) THE STATE OF NEW YORK IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, THE PURCHASE AGREEMENT, OR ANY OTHER AGREEMENT, STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

IN WITNESS WHEREOF, the Assignor has executed this instrument.

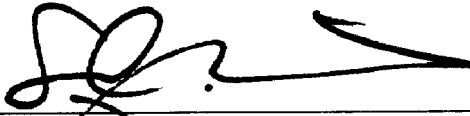
QUEST MEDIA, LLC

By 

S. Christopher Meigher, III  
Chief Executive Officer

MEIGHER COMMUNICATIONS, L.P.

By: Meigher, Peabody & Company, Inc.,  
Its General Partner

By: 

S. Christopher Meigher  
President and Chief Executive Officer

EXHIBIT A TO  
COLLATERAL ASSIGNMENT OF TRADEMARKS

UNITED STATES TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
<i>Quest</i>	1525585	February 21, 1989

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