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4-18-00

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101352468

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

1. Name of conveying Party(ies):
Public Affairs Group

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State District of Columbia
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 3, 2000

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

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No's

1,965,310

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

Name: MCG Credit Corporation

Internal Address: Suite 800

05/09/2000 DC00TES 00000093 1965310

01 FC:481 40.00 DP

Street Address:
1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

6. Total Number of applications and registrations involved:..... 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

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 April 14, 2000

Name of Person Signing Signature Date

Total number of pages including this cover sheet and any attachments: 14

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 April 3, 2000, by **PUBLIC AFFAIRS GROUP, INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of **MCG FINANCE CORPORATION** (including any successor, participant, assignee or transferee thereof, "Lender").

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:

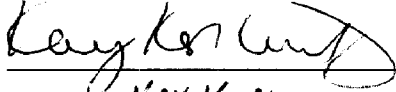
(a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Lender (at Grantor's request and sole expense) will execute and deliver to Grantor (without 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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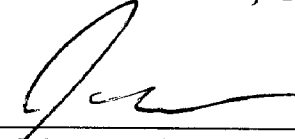
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

By: 
Name: KAY KOPLOVITZ
Title: CEO

[CORPORATE SEAL]

PUBLIC AFFAIRS GROUP, INC.
(Grantor)

By: 
Name: Jay C. MacDonald
Title: Chairman

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:

PUBLIC AFFAIRS GROUP, INC.
(Grantor)

By: _____
Name: _____
Title: _____

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

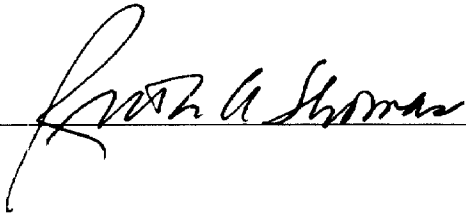
[CORPORATE SEAL]

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

Facsimile: (212) 586-2580

WITNESS:

MCG FINANCE CORPORATION
(Lender)

By:  _____

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 3rd day of APRIL, 2000, personally appeared Jay C. MacDonald and KAY REPULWITZ, to me known personally, who, being by me duly sworn, did each separately say that he/she is the CHAIRMAN and CEO (respectively, as appropriate) of **PUBLIC AFFAIRS GROUP, INC.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said Public Affairs Group, Inc. by authority of its Board of Directors, and the said CHAIRMAN and CEO each acknowledged said instrument to be his/her free act and deed.

Notary Public Noah Block

My Commission Expires: JUNE 30, 2000

NOAH BLOCK
Notary Public, State of New York
No. 02BL4638944
Qualified in Rockland County
Commission Expires June 30, ~~2000~~ 2000

ACKNOWLEDGEMENT

STATE OF Virginia :
COUNTY OF Arlington : SS

Before me, the undersigned, a Notary Public, on this 3rd day of April, 2000, 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.

Mary Cotturo
Notary Public

My Commission Expires: 3/31

Legal/macdonald/ipsa01

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 1,965,310

Registered Apr. 2, 1996

**SERVICE MARK
PRINCIPAL REGISTER**



PUBLIC AFFAIRS GROUP, INC. (DELAWARE
CORPORATION)
1146 19TH STREET, NW
SUITE 300
WASHINGTON, DC 20036

FOR: BUSINESS SERVICES, NAMELY PRO-
VIDING CORPORATIONS, ORGANIZATIONS
AND GOVERNMENTAL AGENCIES WITH IN-
FORMATION REGARDING WOMEN IN BUSI-
NESS, PROFESSIONAL AND BUSINESS
WOMEN'S ORGANIZATIONS AND THEIR AC-
TIVITIES AND DEMOGRAPHICS, IN CLASS 35
(U.S. CLS. 100, 101 AND 102).

FIRST USE 6-28-1994; IN COMMERCE
6-28-1994.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "BUSINESS WOMEN'S NET-
WORK", APART FROM THE MARK AS
SHOWN.

THE MARK CONSISTS IN PART OF A FAN-
CIFICUL DEPICTION OF THE LETTERS "BWN".

SER. NO. 74-632,630, FILED 2-10-1995.

DOMINICK J. SALEMI, EXAMINING ATTOR-
NEY

SCHEDULE 2.15
INTELLECTUAL PROPERTY

- Year 2000 Disclosure
- BWN Registered Trademark
- Except as specified in Schedule 2.14, the Company does not have multi-user software licenses, and the seller makes no representation or warranty with regard to compliance with applicable software licenses.
- The Company has acquiesced to the use of its BWN trademark by the following:
 1. BWN Hispanic Council
 2. Lili Wang, BWN International Vice Chair
 3. U.S. Department of Interior
- The Company has licensed use of its BWN trademark in various marketing agreements, namely:
 1. JobOptions
 2. AT&T
 3. Bank of America/MasterCard
 4. NASD
- The Company has licensed use of its trademarks to Internet.com.
- The Company has not registered its mark for:
 - Top Speaking Forums
 - Best Practices in Corporate Communications
 - Public Affairs Group
 - BWNi
 - WOW! Facts
 - BWN Education Fund
 - Women's Entrepreneur Corps
 - BWN International Council
 - BWN Congressional Council
 - Diversity Best Practices.
- The Company publishes and has published reports and other materials, studies and research but has not made application for registration for any copyright on these materials. These reports and studies include:
 - Business Speaker's Resource 1998—print copy
 - Business Speaker's Resource 1999 and 2000---online
 - Business Women's Network Directory 1999-2000---print copy and online

Business Women's Network Directory 1998-1999---print copy
Business Women's Network Directory 1997-1998---print copy
Business Women's Network Directory 1996-1997---print copy
Business Women's Network Directory 1995-1996---print copy
Business Women's Network Directory 1994-1995---print copy
The Business Women's WOW! Facts
The Women's Calendar of Events---print copy and online
Report to the Nation: Trends in Travel & Hospitality
Women on Corporate Boards: 1995 Initiatives
The Business Women's Economic Almanac
Women in the Marketplace
Small Business Resource Guide
Diversity Best Practices Study: Diversity Messaging
Special Report: Women in Business
Special Report on African Americans
Special Report on American Hispanics
Energy Who's Who: 1993-1994 Directory
Chief Executive Speeches
Best Practices in Corporate Communications Primer---print only
Best Practices in Corporate Branding – print and online
Best Practices in Measurement – print and online
Best Practices in Global Communications – print and online
Best Practices in Internal Communications 1998 – print and online
Best Practices in Internal Communications 1999 – print and online
Best Practices in Community Relations – print and online
Best Practices in Event Marketing and Corporate Sponsorship – print and
online
Best Practices in Organizational Communications---print only
Best Practices in Customer Service---print and online
Best Practices in Corporate Communications: Benchmarking Study---
print and online
Best Practices in Corporate Web Sites – print and online
1998 Best Practices Web Site Study – online
HealthCare Professional's Handbook
Report: Asia and Phone Cards
Report: Europe and Calling Cards
Report: Latin America and Calling Cards
Report: US Prepaid Phonocards
Trends Report: Financial Services
Trends Report: Financial Trends
Trends Report: Electronic Commerce
Trends Report: Insurance
Trends Report: SOHO
Trends Report: High Technology
Trends Report: Retail Trends
Trends Report: Smart Card Technology

Trends Report: Healthcare
Trends Report: Travel and Hospitality

- Website Domain Names:

BWNFUND.ORG

TPAG.COM

BWNI.COM

BUSINESSWOMENSNETWORK.COM

SCHEDULE A

COPYRIGHT COLLATERAL J&S ATTACHED

I. Registered Copyrights

Copyright <u>Title</u>	Registration <u>Number</u>	Registration <u>Date</u>
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II. Pending Copyright Applications

Copyright <u>Title</u>	Application <u>Number</u>	Filing <u>Date</u>	Date of <u>Creation</u>	Date of <u>Publication</u>
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III. Unregistered Copyrights

Copyright <u>Title</u>	Date of <u>Creation</u>	Date of <u>Publication</u>	Original <u>Author/Owner</u>	Date and Recordation Number of Assignment <u>to Grantor</u>	Date of Expected Registration (if applicable)
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IV. Copyright Licenses

Copyright	<u>Licensor</u>	<u>Licensee</u>	Effective <u>Date</u>	Expiration <u>Date</u>	Subject <u>Matter</u>
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SCHEDULE B

PATENT COLLATERAL ~NON~

I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
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II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
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III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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SCHEDULE C

TRADEMARK COLLATERAL - SEE ATTACHED

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
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II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
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III. Trademark Licenses

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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SCHEDULE C

TRADEMARK COLLATERAL - SEE ATTACHED

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
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II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
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III. Trademark Licenses

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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