

Pending Trademark Applications
(Continued from Cover Page, Item 4A)

75/933,232 (CLICKTV.MAG)

76/023,828 (TV AMERICA)

76/023,829 (TV AMERICA-A FREE PUBLICATION)

78/006,271 (TV DATA USA)

78/006,255 (TVDATA AMERICA)

78/007,009 (TVDATA TODAY)

75/932,369 (WE TELL THE WEB WHAT'S ON TV)

75/931,661 (WE TELL THE WORLD WHAT'S ON TV)

CLICK ONE (not yet filed)

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 August 16, 2000, by **TV DATA TECHNOLOGIES, L.P.** (including any successor or permitted assignee thereof, "Grantor"), in favor of **MCG FINANCE CORPORATION**, as Administrative Agent (including any successor, participant, assignee or transferee thereof, "Administrative Agent") for itself and the Lenders (as defined in the Credit Agreement below).

RECITALS

WHEREAS, Grantor and certain affiliated entities of Grantor (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Administrative Agent and each Lender for a credit facility consisting of a reducing availability line of credit arrangement pursuant to which up to \$11.5 million initially can be borrowed from time to time on a senior secured basis (but which availability will decline periodically over the term of the credit arrangement) and a term loan credit arrangement pursuant to which \$5.0 million can be borrowed on the Closing Date on a senior secured basis; and

WHEREAS, pursuant to that certain Amended and Restated Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of August 16, 2000 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Amended and Restated Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of August 16, 2000 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders 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 Administrative Agent 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 Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent 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 Administrative Agent'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 Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Administrative Agent.

4. Power of Attorney. Grantor hereby irrevocably grants Administrative Agent 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 Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent 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 Administrative Agent'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 Administrative Agent'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 Administrative Agent'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 Administrative Agent'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, Administrative Agent (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 Administrative Agent 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 Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent 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

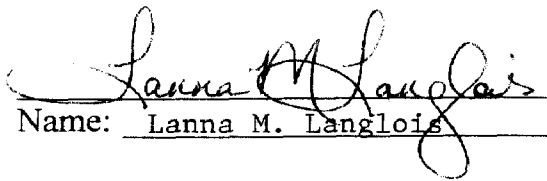
Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.


[BALANCE OF PAGE INTENTIONALLY BLANK]

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.

WITNESS:

TV DATA TECHNOLOGIES, L.P.
(Grantor)


Name: Lanna M. Langlois

By: 
Name: Arthur J. Bassin
Title: Chief Executive Officer

[SEAL]

Address: 333 Glen Street
Glens Falls, NY 12801

Facsimile: (518) 793-2966

WITNESS:

MCG FINANCE CORPORATION
(Administrative Agent)

By: _____

By: _____
Name: B. Hagen Saville
Title: Executive Vice President

Address: 1100 Wilson Boulevard
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.

WITNESS:

TV DATA TECHNOLOGIES, L.P.
(Grantor)

Name: _____

By: _____
Name: Arthur J. Bassin
Title: Chief Executive Officer

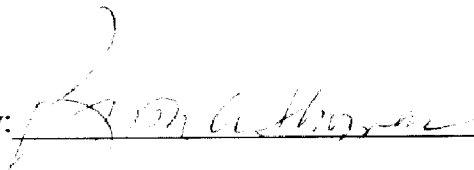
[SEAL]

Address: 333 Glen Street
Glens Falls, NY 12801

Facsimile: (518) 793-2966

WITNESS:

MCG FINANCE CORPORATION
(Administrative Agent)

By:  _____

By:  _____
Name: B. Hagen Saville
Title: Executive Vice President

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

Facsimile: (703) 247-7505

ACKNOWLEDGMENT

STATE OF New York :
 : SS
COUNTY OF Warren :

Before me, the undersigned, a Notary Public, on this 15th day of August, 2000, personally appeared **Arthur J. Bassin**, to me known personally, who, being by me duly sworn, did each separately say that he is the Chief Executive Officer of **TV Data Technologies, L.P.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said TV Data Technologies, L.P. by authority of its Partners, and the said Chief Executive Officer acknowledged said instrument to be his free act and deed.

Kathleen M. Ludwig
Notary Public

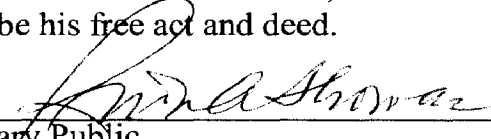
My Commission Expires: 8/31/01

KATHLEEN M. LUDWIG
NOTARY PUBLIC, STATE OF NEW YORK
RESIDING IN SARATOGA COUNTY
MY COMMISSION EXPIRES 8/31/01
#4700530

ACKNOWLEDGEMENT

STATE OF VIRGINIA :
 : SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 16th day of August, 2000, personally appeared B. Hagen Saville to me known personally, who, being by me duly sworn, did say that he is the Executive Vice President 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, and the said Executive Vice President acknowledged said instrument to be his free act and deed.



Notary Public My Commission Expires January 31, 2004
My Commission Expires: _____

SCHEDULES

The disclosures on these schedules may be over inclusive, considering the materiality standard contained in the representation or warranty relating to each Schedule, and considering the fact that any items or matters disclosed on these Schedules are not intended to set or establish standards of materiality different from those set forth in the corresponding representation or warranty.

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

None.

II. Pending Copyright Applications

None.

III. Unregistered Copyrights

Internally developed and licensed software used to collect, format, and disseminate television information, and any copyright interests (unregistered) which Grantor may have in the same.

Programming, channel lineup, airings, and station file databases and libraries, including feature articles, and any copyright interest (unregistered) which Grantor may have in the same.

Miscellaneous purchased and licensed databases and software used in the conduct of the Grantor's business.

IV. Copyright Licenses

Internally developed and licensed software used to collect, format, and disseminate television information, and any copyright interests (unregistered) which Grantor may have in the same.

Miscellaneous purchased and licensed databases and software used in the conduct of the Grantor's business.

SCHEDULE B

PATENT COLLATERAL

I. Patents

None.

II. Pending Patent Applications

Patent Title	Country	Serial Filing		Status
		Number	Date	
INTERNET CONTROL OF TV	USA		N/A	Not yet filed
TV LISTINGS TABLE WITH GRID	USA	09/587,139	05/01/00	Pending

III. Patent Licenses

None

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
TV DATA	USA	RN 1,387,817
CLICK TV	USA	RN 2,365,738

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
CLICK ON	USA	76/068,731	06/12/00	Pending
CLICKTV USA	USA	78/000,066	03/20/00	Pending
CLICKTV – PRINT	USA	75/539,595	08/20/98	Pending
CLICKTV ONE	USA	75/539,597	08/20/98	Pending
CLICKTV, AMERICA'S TV MAGAZINE	USA	78/006,496	05/02/00	Pending
CLICKTV. MAG	USA	75/933,232	03/02/00	Pending
TV AMERICA	USA	76/023,828	04/11/00	Pending
TV AMERICA- A FREE PUBLI- CATION	USA	76/023,829	04/11/00	Pending

TV DATA USA	USA	78/006,271	05/01/00	Pending
TVDATA AMERICA	USA	78/006,255	05/01/00	Pending
TVDATA TODAY	USA	78/007,009	05/05/00	Pending
WE TELL THE WEB WHAT'S ON TV	USA	75/932,369	03/02/00	Pending
WE TELL THE WORLD WHAT'S ON TV	USA	75/931,661	02/29/00	Pending
CLICK ONE	USA	N/A	N/A	Not yet filed

III. Trademark Licenses

None.

IV. Domain Names

tvdata.com
clicktv.com
tvdatafeatures.com
clickvmag.com
clickvamerica.com
tvfeatures.com
cablereports.com
stationreports.com

INTELLECTUAL PROPERTY SECURITY AGREEMENT

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RECITALS

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(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

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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 Administrative Agent'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 Administrative Agent'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 Administrative Agent'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

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

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6. **Miscellaneous.** This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent 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

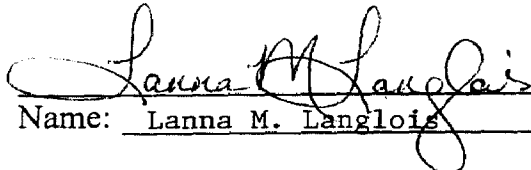
Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.


[BALANCE OF PAGE INTENTIONALLY BLANK]

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WITNESS:

TV DATA TECHNOLOGIES, L.P.
(Grantor)


Name: Lanna M. Langlois

By: 
Name: Arthur J. Bassin
Title: Chief Executive Officer

[SEAL]

Address: 333 Glen Street
Glens Falls, NY 12801

Facsimile: (518) 793-2966

WITNESS:

MCG FINANCE CORPORATION
(Administrative Agent)

By: _____

By: _____
Name: B. Hagen Saville
Title: Executive Vice President

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

Facsimile: (703) 247-7505

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TV DATA TECHNOLOGIES, L.P.
(Grantor)

Name: _____

By: _____
Name: Arthur J. Bassin
Title: Chief Executive Officer

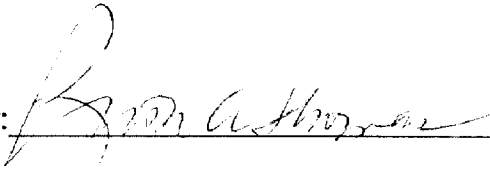
[SEAL]

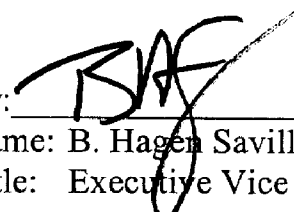
Address: 333 Glen Street
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Facsimile: (518) 793-2966

WITNESS:

MCG FINANCE CORPORATION
(Administrative Agent)

By:  _____

By:  _____
Name: B. Hagen Saville
Title: Executive Vice President

Address: 1100 Wilson Boulevard
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Facsimile: (703) 247-7505

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STATE OF New York :
 : SS
COUNTY OF Warren :

Before me, the undersigned, a Notary Public, on this 15th day of August, 2000, personally appeared **Arthur J. Bassin**, to me known personally, who, being by me duly sworn, did each separately say that he is the Chief Executive Officer of **TV Data Technologies, L.P.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said TV Data Technologies, L.P. by authority of its Partners, and the said Chief Executive Officer acknowledged said instrument to be his free act and deed.

Kathleen M. Ludwig
Notary Public

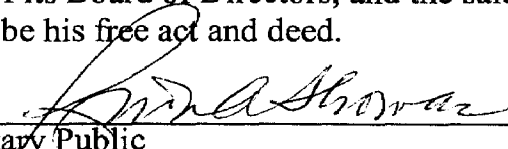
My Commission Expires: 8/31/01

KATHLEEN M. LUDWIG
NOTARY PUBLIC, STATE OF NEW YORK
RESIDING IN SARATOGA COUNTY
MY COMMISSION EXPIRES 8/31/01
#4700530

ACKNOWLEDGEMENT

STATE OF VIRGINIA :
 : SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 16th day of AUGUST, 2000, personally appeared B. Hagen Saville to me known personally, who, being by me duly sworn, did say that he is the Executive Vice President 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, and the said Executive Vice President acknowledged said instrument to be his free act and deed.



Notary Public My Commission Expires January 31, 2004
My Commission Expires: _____

SCHEDULES

The disclosures on these schedules may be over inclusive, considering the materiality standard contained in the representation or warranty relating to each Schedule, and considering the fact that any items or matters disclosed on these Schedules are not intended to set or establish standards of materiality different from those set forth in the corresponding representation or warranty.

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

None.

II. Pending Copyright Applications

None.

III. Unregistered Copyrights

Internally developed and licensed software used to collect, format, and disseminate television information, and any copyright interests (unregistered) which Grantor may have in the same.

Programming, channel lineup, airings, and station file databases and libraries, including feature articles, and any copyright interest (unregistered) which Grantor may have in the same.

Miscellaneous purchased and licensed databases and software used in the conduct of the Grantor's business.

IV. Copyright Licenses

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Miscellaneous purchased and licensed databases and software used in the conduct of the Grantor's business.

SCHEDULE B

PATENT COLLATERAL

I. Patents

None.

II. Pending Patent Applications

<u>Patent Title</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
INTERNET CONTROL OF TV	USA		N/A	Not yet filed
TV LISTINGS TABLE WITH GRID	USA	09/587,139	05/01/00	Pending

III. Patent Licenses

None

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
TV DATA	USA	RN 1,387,817
CLICK TV	USA	RN 2,365,738

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
CLICK ON	USA	76/068,731	06/12/00	Pending
CLICKTV USA	USA	78/000,066	03/20/00	Pending
CLICKTV – PRINT	USA	75/539,595	08/20/98	Pending
CLICKTV ONE	USA	75/539,597	08/20/98	Pending
CLICKTV, AMERICA'S TV MAGAZINE	USA	78/006,496	05/02/00	Pending
CLICKTV. MAG	USA	75/933,232	03/02/00	Pending
TV AMERICA	USA	76/023,828	04/11/00	Pending
TV AMERICA- A FREE PUBLI- CATION	USA	76/023,829	04/11/00	Pending

TV DATA USA	USA	78/006,271	05/01/00	Pending
TVDATA AMERICA	USA	78/006,255	05/01/00	Pending
TVDATA TODAY	USA	78/007,009	05/05/00	Pending
WE TELL THE WEB WHAT'S ON TV	USA	75/932,369	03/02/00	Pending
WE TELL THE WORLD WHAT'S ON TV	USA	75/931,661	02/29/00	Pending
CLICK ONE	USA	N/A	N/A	Not yet filed

III. Trademark Licenses

None.

IV. Domain Names

tvdata.com
clicktv.com
tvdatafeatures.com
clicktvmag.com
clicktvamerica.com
tvfeatures.com
cablereports.com
stationreports.com

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
TV DATA	USA	RN 1,387,817
CLICK TV	USA	RN 2,365,738

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
CLICK ON	USA	76/068,731	06/12/00	Pending
CLICKTV USA	USA	78/000,066	03/20/00	Pending
CLICKTV – PRINT	USA	75/539,595	08/20/98	Pending
CLICKTV ONE	USA	75/539,597	08/20/98	Pending
CLICKTV, AMERICA'S TV MAGAZINE	USA	78/006,496	05/02/00	Pending
CLICKTV. MAG	USA	75/933,232	03/02/00	Pending
TV AMERICA	USA	76/023,828	04/11/00	Pending
TV AMERICA- A FREE PUBLI- CATION	USA	76/023,829	04/11/00	Pending

TV DATA USA	USA	78/006,271	05/01/00	Pending
TVDATA AMERICA	USA	78/006,255	05/01/00	Pending
TVDATA TODAY	USA	78/007,009	05/05/00	Pending
WE TELL THE WEB WHAT'S ON TV	USA	75/932,369	03/02/00	Pending
WE TELL THE WORLD WHAT'S ON TV	USA	75/931,661	02/29/00	Pending
CLICK ONE	USA	N/A	N/A	Not yet filed

III. Trademark Licenses

None.

IV. Domain Names

tvdata.com
clicktv.com
tvdatafeatures.com
clicktvmag.com
clicktvamerica.com
tvfeatures.com
cablereports.com
stationreports.com