

10-19-00

# TRADEMARKS



101504167

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

1. Name of conveying Party(ies):  
TV Data Acquisition, L.L.C.

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)
- General partnership
- Corporation-State GA
- Other Limited Liability Company

- Individual(s) Citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State DE
- Other \_\_\_\_\_

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: August 16, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No's

2,316,595 (Cable Connection)

Additional numbers attached?  Yes  No

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

Name: MCG Finance Corporation

Internal Address: Suite 800

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

11/02/2000 ~~AWMED1~~ 00000126 2316595

01 FC:481 40.00 DP

# 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 ACQUISITION, L.L.C.** (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, reissues 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

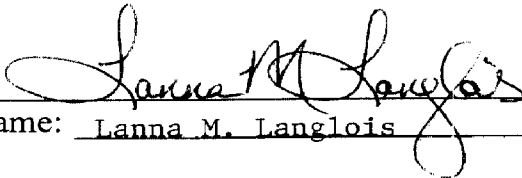
Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.


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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.

WITNESS:

TV DATA ACQUISITION, L.L.C.  
(Grantor)

  
Name: Lanna M. Langlois

By:   
Name: Arthur J. Bassin  
Title: President

[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 ACQUISITION, LLC**  
(Grantor)

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Arthur J. Bassin  
Title: President

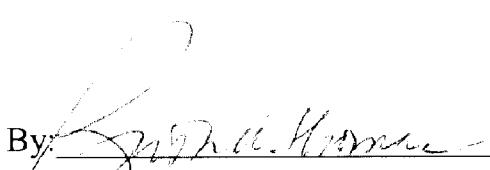
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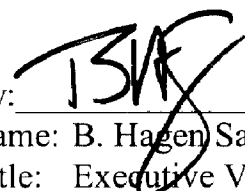
Address: 333 Glen Street  
Glens Falls, NY 12801

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 Albany :

Before me, the undersigned, a Notary Public, on this 1<sup>st</sup> day of August, 2000, personally appeared Arthur J. Bassin, to me known personally, who, being by me duly sworn, did say that he/she is the Chief Executive Officer of TV DATA ACQUISITION, L.L.C., and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said TV America, LLC by authority of its member, and the said Chief Executive Officer acknowledged said instrument to be his/her 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 16<sup>th</sup> 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**

None.

**IV. Copyright Licenses**

None.

**SCHEDULE B**

**PATENT COLLATERAL**

**I. Patents**

None.

**II. Pending Patent Applications**

None.

**III. Patent Licenses**

None

**SCHEDULE C**

**TRADEMARK COLLATERAL**

**I. Registered Trademarks**

Trademark Description	Country	Registration Number
CABLE CONNECTION	USA	2,316,595

**II. Pending Trademark Applications**

None.

**III. Trademark Licenses**

None.

**IV. Domain Names**

tvcon.com

tv-connection.com

**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 ACQUISITION, L.L.C.** (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

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**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

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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:

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(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.

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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:

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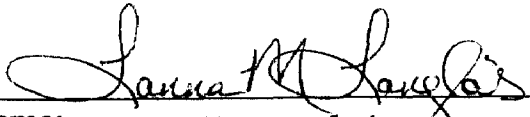
Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.


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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.

WITNESS:

TV DATA ACQUISITION, L.L.C.  
(Grantor)

  
Name: Lanna M. Langlois

By:   
Name: Arthur J. Bassin  
Title: President

[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  
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Facsimile: (703) 247-7505

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TV DATA ACQUISITION, LLC  
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Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Arthur J. Bassin  
Title: President

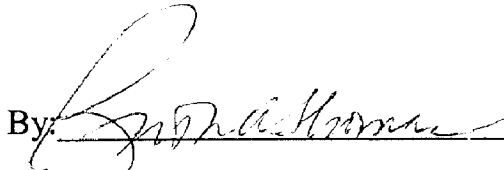
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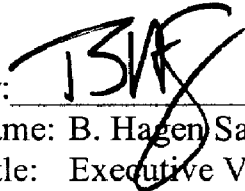
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Title: Executive Vice President

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STATE OF New York :  
 : SS  
COUNTY OF Albany :

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Kathleen M. Ludwig  
Notary Public

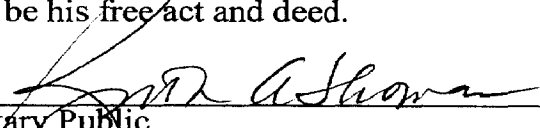
My Commission Expires: 8/31/01

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 :

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\_\_\_\_\_  
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**

None.

**IV. Copyright Licenses**

None.

**SCHEDULE B**

**PATENT COLLATERAL**

**I. Patents**

None.

**II. Pending Patent Applications**

None.

**III. Patent Licenses**

None



**SCHEDULE C**

**TRADEMARK COLLATERAL**

**I. Registered Trademarks**

Trademark Description	Country	Registration Number
CABLE CONNECTION	USA	2,316,595

**II. Pending Trademark Applications**

None.

**III. Trademark Licenses**

None.

**IV. Domain Names**

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tv-connection.com

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