

1.5.01

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

01-05-2001

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



101572144

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1-5-01

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 **75849538**
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name **Brill Media Ventures, L.P.**

Execution Date
Month Day Year
December 18, 2000

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization **New York**

Receiving Party

Mark if additional names of receiving parties attached

Name **MCG Finance Corporation**

DBA/AKA/TA

Composed of

Address (line 1) **1100 Wilson Boulevard**

Address (line 2) **Suite 800**

Address (line 3) **Arlington** **Virginia** **22209**
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

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.)

Citizenship/State of Incorporation/Organization **Delaware**

FOR OFFICE USE ONLY

01/05/2001 DMGUYEN 00000232 75849538

01 FC 481
02 FC 442

40.00 OP
100.00 CP

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: 002206 FRAME: 0113

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)

Address (line 2)

Address (line 3)

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.

Sandra E. Holloway
Name of Person Signing

Sandra E. Holloway
Signature

January 3, 2001
Date Signed

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 December 18, 2000, by **BRILL MEDIA VENTURES, L.P.** (including any successors or permitted assignees thereof, the "**Grantor**,"), in favor of MCG FINANCE CORPORATION (including any successor, assignee or transferee thereof, "**Administrative Agent**"), as administrative agent for itself and the Lenders (as defined in the Credit Agreement referred to below).

RECITALS

WHEREAS, Grantor and certain of the direct and indirect Subsidiaries of Brill Media Holdings, Inc. (each, a "**Borrower**"; collectively, the "**Borrowers**") desire and have applied to Administrative Agent and the Lenders for a credit facility consisting of a term loan pursuant to which up to \$10 million can be borrowed from time to time; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of December 18, 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 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 December 18, 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 grant to Administrative Agent a security interest in certain intellectual property 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 Advance 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 a present, unconditional and continuing first priority (except as otherwise provided in the Credit Agreement and the Security Agreement) 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 (to the extent security interests may be granted in each license) 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 (to the extent security interests may be granted in each license) 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 (to the extent security interests may be granted in each license) 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) 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 security 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 their 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 other than Interest then payable in the future under the Participation Agreement (unconditionally and indefeasibly) and
(b) the termination of the Credit Agreement (and the Facility 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 and each term used herein and not expressly defined herein shall have the meaning assigned thereto in the Security Agreement or the Credit Agreement (wherever such term is defined). 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 LEFT 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.

BRILL MEDIA VENTURES, L.P., as a Grantor

1230 Avenue of the Americas
Sixteenth Floor
New York, NY 10020
Facsimile number:

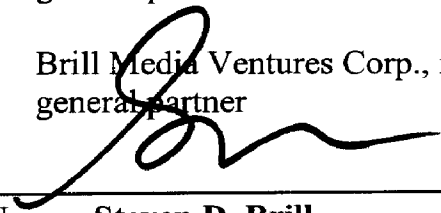
By: Brill Magazine LLC, its general partner

By: Intermediate Holdco, LLC, its sole member

By: Brill Media Holdings, L.P., its managing member

By: Brill Media Management, L.P., its general partner

By: Brill Media Ventures Corp., its general partner

By: 
Name: **Steven D. Brill**
Title: **President**

MCG FINANCE CORPORATION

By: _____
Name: _____
Title: _____

Address: 1100 Wilson Boulevard
Suite 800
Arlington, Virginia 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.

BRILL MEDIA VENTURES, L.P., as a Grantor

1230 Avenue of the Americas
Sixteenth Floor
New York, NY 10020
Facsimile number:

By: Brill Magazine LLC, its general partner

By: Intermediate Holdco, LLC, its sole member

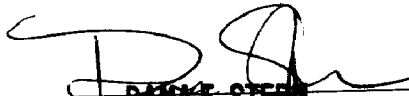
By: Brill Media Holdings, L.P., its managing member

By: Brill Media Management, L.P., its general partner

By: Brill Media Ventures Corp., its general partner

By: _____
Name: **Steven D. Brill**
Title: **President**

MCG FINANCE CORPORATION

By: 
Name: ~~DANA E. STERN~~
Title: ~~ASSOCIATE GENERAL COUNSEL AND VICE PRESIDENT~~

Address: 1100 Wilson Boulevard
Suite 800
Arlington, Virginia 22209
Facsimile: (703) 247-7505

ACKNOWLEDGMENT

STATE OF NEW YORK :
 : SS
COUNTY OF NEW YORK :

Before me, the undersigned, a Notary Public, on this 12th day of December, 2000, personally appeared Steven D. Brill to me known personally, who, being by me duly sworn, did say that he is the President of Brill Media Ventures Corp., the general partner of the general partner of the managing member of the sole member of the general partner of BRILL MEDIA VENTURES, L.P., and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said BRILL MEDIA VENTURES, L.P. by authority of its general partner, and the said Steven D. Brill acknowledged said instrument to be his free act and deed.

Miriam P. Ko
Notary Public

My Commission Expires: 3/30/01

MIRIAM P. KO
NOTARY PUBLIC State of New York
No. 0180478011
Qualified in Westchester County
1000... ..

054036:0112379
I.P. Security Agreement
MCG Finance / Brill Media

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :
: SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 13th day of December, 2000, personally appeared Dana E. Stern to me known personally, who, being by me duly sworn, did say that she is the 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 Dana E. Stern acknowledged said instrument to be her free act and deed.



Notary Public

My Commission Expires: 1/31/2004

Copyrights**I. Registered Copyrights***

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Brill's Content (v.1 no.1 & v.1 no.2)	TX 4-784-367	11/6/1998**
Brill's Content (v.1 no. 3 & v.1 no. 4)	TX 4-784-442	11/6/1998**
Brill's Content (v.1 no.5)	TX 4-893-902	11/18/1998**
Brill's Content (v.2 no.1, v.2 no.2 & v.2 no.3)	TX 4-870-776	3/30/1999**
Brill's Content (v.2 no.4, v.2 no.5 & v.2 no.6)	TX 4-920-236	6/14/1999**
Brill's Content (v.2 no.7 & v.2 no.8)	TX 4-989-292	9/27/1999**
Brill's Content (v.2 no.9 & v.2 no.10)	TX 5-037-925	12/17/1999***
Brill's Content (v.3 no.1, v.3 no.2 & v.3 no.3)	TX 5-095-878	3/21/2000**
Brill's Content (v.3 no. 4 & v.3 no.5)	TX 5-105-204	5/30/2000***
Brill's Content (v.3 no.6, v.3 no.7 & v.3 no.8)	TX 5-164-007	9/18/2000***

* These copyrights were registered in the name of "Brill's Content" (Brill Media Ventures, L.P.'s trade name). On the dates shown, correction forms were sent to the U.S. Copyright Office to change the name of the copyright claimant to "Brill Media Ventures, L.P."

** Form CA sent to U.S. Copyright Office on November 27, 2000.

*** Form CA sent to U.S. Copyright Office on December 1, 2000.

Patents

None.

Trademarks

I. Registered Trademarks

Brill Media Venutures, L.P.

<u>Registered Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BRILL'S CONTENT	2,292,935	11/16/1999
BRILL'S CONTENT THE INDEPENDENT VOICE OF THE INFORMATION AGE and Design	2,294,326	11/23/1999

II. Pending Trademark Applications

Brill Media Ventures, L.P.

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
SKEPTICISM IS A VIRTUE	75/849,538	11/17/1999
BRILL'S CONTENT and Design	75/841,383	11/5/1999
BRILL'S CONTENT	75/485,122	5/14/1998