

03-02-2001



101624600

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

2.14.01

2/14/01

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
- 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

Execution Date
Month Day Year

Name **Relativity Technologies, Inc., a Delaware corporation**

01/15/2001

Formerly

2037091

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name **GATX Ventures, Inc.**

DBA/AKA/TA **ATTN: Legal**

Composed of

Address (line 1) **3687 Mt. Diablo Blvd., Suite 200**

Address (line 2)

Address (line 3) **Lafayette** **CA/USA** **94549**
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

RECEIVED
2001 FEB 14 PM 2:37
ASSIGNMENT SERVICES
DIVISION

FOR OFFICE USE ONLY

03/01/2001 6TON11 00000183 2037081

01 FC:481 40.00 DP

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:

TRADEMARK
REEL: 002243 FRAME: 0007

FORM PTO-1618B

Page 2

U.S. Department of Commerce
Patent and Trademark Office

Expires 06/30/99
OMB 0651-0027

TRADEMARK

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

(925) 258-6000

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	2037081	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:
Deposit Account

Enclosed Deposit Account

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

Deposit Account Number: #

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.

Maureen C. Dellinger,
in-house Counsel for
GATX Ventures, Inc.

February 7, 2001

Name of Person Signing

Signature

Date Signed

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of January 15, 2001, is executed by RELATIVITY TECHNOLOGIES, INC, a Delaware corporation ("Debtor"), in favor of GATX VENTURES, INC. ("Secured Party").

A. Pursuant to a Loan and Security Agreement, dated as of the date hereof (the "Agreement") among Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

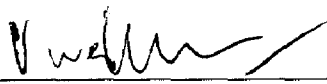
Secured Party's address is: GATX Ventures, Inc.
 3687 Mount Diablo Blvd., Suite 200
 Lafayette, California 94549

with a copy to:

GATX Ventures, Inc.
16 Munson Road
Farmington, CT 06032

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day
d year first written above.

RELATIVITY TECHNOLOGIES, INC.

By: 

Name:
Title:

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Registration Number	Registration Date
RESCUEWARE	2,037,081	February 11, 1997

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark Application	Application Number	Application Date
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2/14/01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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- 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 Griffin Television Tulsa, L.I.C.

Execution Date
Month Day Year
12 29 2000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Oklahoma

Receiving Party

Mark if additional names of receiving parties attached

Name Key Corporate Capital Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 127 Public Square

Address (line 2) _____

Address (line 3) Cleveland

City

Ohio

State/Country

44114-1306

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Michigan

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DIVISION

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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)

**RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

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 See Schedule A.

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1376304"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Sarah C. Miller

Sarah C. Miller

2/5/01

Name of Person Signing

Signature

Date Signed

Earlene Wilson, TULSA COUNTY CLERK, TULSA, OKLAHOMA

FORM FOR PROCESSING NON-STANDARD DOCUMENTS - FORM UCC-5

GRIFFIN TELEVISION TULSA, LLC ZLEXIS DOCUMENT SERVICES PO BOX 2969 SPRINGFIELD, MO 62708-2969	KEY CORPORATE CAPITAL, INC ZLEXIS DOCUMENT SERVICES PO BOX 2969 SPRINGFIELD, MO 62708-2969
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)

AGREEMENT FOR SECURITY. SEE FILING *Attached.*

0100126

State of Oklahoma
Tulsa Oklahoma
FILED
EARLENE WILSON
Tulsa County Clerk

01/10/2001 09:45:38

RCPT 466955

For Filing Officer:

INSTRUCTIONS:

1. Type name(s) of debtor(s) and secured party(ies) into boxes 1 and 2. In box 3, describe collateral or enter "See over-size file".
2. Validate all copies of this form (and form UCC-6 if used). Also validate original financing statement with same number.
3. File the top copy alphabetically and the second numerically. Place original in oversize file.
4. Send the third copy to the secured party (optional).
5. If more than one debtor name appears on the financing statement, place one copy of form UCC-6 over this form for each additional debtor name. Mark each copy of UCC-6 to show name of additional debtor under which it is to be filed.

(1) FILING OFFICER COPY - ALPHABETICAL

UNIFORM COMMERCIAL CODE - FORM UCC-5

EXECUTION COPY

AGREEMENT FOR SECURITY

THIS AGREEMENT FOR SECURITY (this "Agreement") is made and entered into as of December 29, 2000, by and between GRIFFIN TELEVISION TULSA, L.L.C., an Oklahoma limited liability company (the "Debtor"), and KEY CORPORATE CAPITAL INC., as agent (the "Secured Party"), for itself and the other Financial Institutions listed on the signature pages of the Credit Agreement (as defined below), and their successors and assigns. The Secured Party and such other financial institutions may be referred to hereinafter individually as a "Lender" or collectively as the "Lenders."

RECITALS

A. The Debtor, Griffin Communications, L.L.C., Griffin Television OKC, L.L.C., Griffin Entities, L.L.C. Griffin Licensing, L.L.C. (collectively, the "Borrowers), the Secured Party and the Lenders have entered into a Credit Agreement dated as of even date herewith (as the same may be extended, amended, restated, supplemented or modified from time to time, the "Credit Agreement"), which is hereby incorporated herein by this reference, pursuant to which the Lenders have agreed to make available to the Debtor up to \$15,000,000 on a reducing revolving credit basis, \$55,000,000 on an amortizing term loan basis and \$20,000,000 on a term loan basis. The Debtor may also be indebted to a Lender or an Affiliate of a Lender from time to time in respect of Rate Hedging Obligations. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Credit Agreement.

B. The Borrowers have entered into a Borrowers Security Agreement dated as of even date herewith (the "Security Agreement"), pursuant to which the Borrowers have granted to the Secured Party, for the benefit of the Lenders, a first priority security interest in substantially all of its assets, tangible and intangible, as security for the Obligations.

C. The Debtor has adopted and is using the Trademarks (as defined herein) and a copyright listed on Schedule A attached hereto, which marks are registered in the United States Patent and Trademark Office.

D. In order to induce the Secured Party to enter into the Credit Agreement and to ensure that the Loans made pursuant to the Credit Agreement will be secured as provided herein, the Debtor has agreed to enter into this Agreement.

AGREEMENTS

In consideration of the foregoing Recitals, and of the agreements made herein, and of the Loans made or to be made by the Secured Party to the Borrowers, the Debtor and the Secured Party agree as follows:

1. DEFINITION OF TRADEMARKS. The term "Trademarks" means (i) all trademarks, trade names, trade styles, service marks and logos; all prints and labels on which

said trademarks, trade names, trade styles, service marks and logos have appeared or appear; designs and general intangibles of like nature; in each case, whether now existing or later adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, all whether now owned or later acquired by the Debtor, including, but not limited to, those Trademarks described in Schedule A attached hereto and made a part of this Agreement; (ii) all reissues, extensions and renewals thereof and all licenses thereof; and (iii) all goodwill of the business of the Debtor symbolized by and associated with such Trademarks.

2. DEFINITION OF PATENT. The term "Patent" means (i) all pending and registered patents currently owned by the Debtor whether or not listed on Schedule A and all future patents that are filed by and issued under the ownership of the Debtor; (ii) all reissues, extensions and renewals of the Patents and all licenses of the Patents; and (iii) the right to sue for past, present and future infringements.

3. GRANT OF SECURITY INTEREST. The Debtor hereby grants to the Secured Party, for the benefit of the Lenders, a security interest in, and mortgage on, the copyrights, Patents and Trademarks to secure the prompt payment, performance and observance of the obligations and liabilities of the Borrowers under the Credit Agreement and the Collateral Documents to which Debtor is a party.

4. SPECIAL REPRESENTATIONS AND COVENANTS OF THE DEBTOR. The Debtor, in addition to the representations, warranties and covenants contained in the Credit Agreement and the Security Agreement, hereby represents to and covenants with the Secured Party as follows:

(a) The Debtor has the full and clear ownership and right to use the Trademarks in the United States in each location in which the Debtor currently conducts business for the goods and services covered by the registrations thereof, in each case free and clear of any security interest, pledge, mortgage, charge or encumbrance, including, without limitation, any assignments, licenses or covenants not to sue third parties, except for Permitted Liens and the security interest granted hereby, and such registrations are valid and subsisting and in full force and effect.

(b) Except to the extent that the Secured Party shall consent in writing, the Debtor shall not do any act or knowingly omit to do any act whereby the copyrights, Patents or Trademarks may become invalidated or subject to any claim of abandonment for non-use.

(c) As of the date of this Agreement, the Debtor owns no Patent, Trademark or copyright and has no Patent, Trademark or copyright registered in, or the subject of pending applications in, the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any state or country, or any political subdivision thereof, other than those Patents, Trademarks and copyrights described in Schedule A.

(d) The Debtor has not granted any license, sublicense or other right whatsoever to any third party for the use by such party of the copyrights, Patents or Trademarks on any product or in any other manner.

(e) The Debtor agrees that until the Obligations are fully satisfied, the Debtor will not enter into any agreement which is inconsistent with the Debtor's obligations under this Agreement without the Secured Party's prior written consent.

5. ATTORNEY-IN-FACT. The Debtor hereby appoints the Secured Party as its attorney-in-fact, with full power of substitution, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instruments with respect to the copyrights, Patents and Trademarks (including, without limitation, filings, renewals, conveyances, assignments, and transfers) which the Secured Party may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is coupled with an interest and is irrevocable. The Debtor shall indemnify and hold harmless the Secured Party from and against any liability or damage which it may incur in the exercise and performance, in good faith, of the Secured Party's powers and duties under this Agreement.

6. CREDIT AGREEMENT. Notwithstanding any other provision of this Agreement, the rights and responsibilities of the parties hereunder are subject to the provisions of the Credit Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement for Security on the day and year first above written.

SECURED PARTY:

KEY CORPORATE CAPITAL INC.

By: _____
Name: Adam H. Bester
Title: Senior Vice President

DEBTOR:

GRIFFIN TELEVISION TULSA, L.L.C.

By: David F. Griffin
Name: David F. Griffin
Title: President

IN WITNESS WHEREOF, the undersigned have executed this Agreement for Security on the day and year first above written.

SECURED PARTY:

KEY CORPORATE CAPITAL INC.

By: 

Name: Adam H. Bester
Title: Senior Vice President

DEBTOR:

GRIFFIN TELEVISION TULSA, L.L.C.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF Oklahoma)
)
) ss.
COUNTY OF Oklahoma)

On the 29th day of December, 2000, before me personally appeared David J. Griffin, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that s/he is President of GRIFFIN TELEVISION TULSA, L.L.C., an Oklahoma limited liability company, described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Manager; and that s/he acknowledged said instrument to be the free act and deed of said company.

Jan E. [Signature]
Notary Public

{Seal}

My commission expires:

February 1, 2001

SCHEDULE A

List of Registered Copyrights, Patents and Trademarks

Federal Registrations

Mark	Reg. No. (Serial No.)
KOTV	US-1,376,304

Federal Applications

None.

State Registrations

Mark	Reg. No. (Serial No.)
IN TOUCH & design	OK-28,565
TULSA CENTENNIAL MOMENTS & design	OK-28,469
PRIDE OF OKLAHOMA & design	OK-28,174
FAMILY FIRST & design	OK-28,173
WEATHER NOW & design	OK-28,134
IT TAKES VISION & design	OK-28,124
AN OUNCE OF PREVENTION & design	OK-28,123
CLASS ACT & design	OK-28,122
HOME TOWN TULSA & design	OK-28,121
ARTS AFIRE & design	OK-28,120
FRIDAY FOOTBALL FEVER & design	OK-28,119
THE NEWS ON 6 & design	OK-28,118
TRIPS ON A TANKFUL & design	OK-28,117
TORNADO TIPS	OK-28,116
STREET SPOTTER & design	OK-28,115
SOONER 6 WARNINGS & design	OK-28,114
WORKING IN THE SPIRIT OF OKLAHOMA	OK-28,113
WILD, WILD WEATHER SHOW & design	OK-28,112
OKLAHOMA TRAVELER & design	OK-28,111
SPIRIT OF OKLAHOMA & design	OK-28,110
YOUR TURN & design	OK-28,109
SUNDAY SPORTS SPECIAL & design	OK-28,108
COMMUNITY CRIME WATCH & design	OK-28,107
GREEN COUNTRY NEIGHBOR NEWSCAST	OK-28,106
OFF THE WALLS & design	OK-28,105
ONE OF A KIND & design	OK-28,104
HEY, WHAT'S THE DEAL & design	OK-28,103

Mark	Reg. No. (Serial No.)
CHECKUP & design	OK-28,102
ONLY ON 6 & design	OK-28,101
CORPORATE CHALLENGE SALUTES	OK-28,100
GOOD NEWS SPIRIT & design	OK-28,099
I WHIPPED WALLS & design	OK-28,098
QUICK 6 & design	OK-28,097
I TEAM	OK-26,741
e-WARN	OK-30912
OKLAHOMA'S NEWS LEADER & design	OK-30926
OKLAHOMA SPORTS LEADER & design	OK-30927
OKLAHOMA'S WEATHER LEADER & design	OK-30928
TULSA'S NEWS LEADER & design	OK-30929
TULSA'S WEATHER LEADER & design	OK-30930
TULSA'S SPORTS LEADER & design	OK-30931

State Applications

None.