

RECORDATION FORM COVER SHEET

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08-27-2001

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To the Honorable Commissioner of Patent

101823862

ed original documents or copy thereof.

1. Name of conveying Party(ies):
PictureQuest Acquisition Corp., LLC **8-17-01**

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State DE
 Other Limited Liability Company

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

2. Name and address of receiving Party(ies)
Name: MCG Finance Corporation
 Internal Address: Suite 800
 Street Address: 1100 Wilson Boulevard
 City: Arlington State: VA ZIP: 22209

Individual(s) Citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State DE **AUG 17 2001**
 Other

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

Execution Date: November 18, 1999

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
76/023,880 (PictureQuest); 76/023,882 (PictureQuest);
76/023,850 (PictureQuest); 76/023,858 (PictureQuest);
76/023,805 (PictureQuest & design);
76/023,806 (PictureQuest & design);
76/023,807 (PictureQuest & design);
76/023,881 (PictureQuest & design)

B. Trademark Registration No's

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: MCG Capital Corporation
 Internal Address: Suite 800
 Street Address:
1100 Wilson Boulevard
 City: Arlington State: VA ZIP: 22209

6. Total Number of applications and registrations involved:..... **8**

7. Total fee (37 CFR 3.41):.....\$ 215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number:
 (Attach) duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. State and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Dana E. Stern July 31, 2001
 Name of Person Signing Signature Date

Total number of pages including this cover sheet and any attachments: **24**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

08/24/2001 **ANNMED1 00000217 76023880** Commissioner of Patents and Trademarks
 Box Assignments
 01 FC:481 40.00 Washington, D.C. 20231
 02 FC:482 175.00

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

N/A

II. Pending Trademark Applications

<u>Number</u>	<u>Date filed</u>	<u>Mark</u>	<u>Current Status and Description of Goods/Services</u>
76/023,880	04/13/00	PictureQuest	Approved for publication. Computer services, namely providing search engines for obtaining stock photography, digital photographic images and compact discs containing stock photography and digital photographic images on a computer network.
76/023,882	04/13/00	PictureQuest	Approved for publication. Computerized on-line ordering services in the field of stock photography and other digital photographic images, compact discs and CD-ROM's containing photographic images and downloadable photographic images.
76/023,850	04/13/00	PictureQuest	Approved for publication. Computerized on-line ordering services in the field of stock photography and other digital photographic images, compact discs and CD-ROM's containing photographic images and downloadable photographic images, over the global communications network.
76/023,858	04/13/00	PictureQuest	Abandoned.
76/023,805	04/13/00	PictureQuest & design	Approved for publication. Computer services, namely providing search engines for obtaining stock photography, digital photographic images and compact discs containing stock photography and digital photographic images on a computer network.
76/023,806	04/13/00	PictureQuest & design	Approved for publication. Computerized on-line ordering services in the field of stock photography and other digital photographic images, compact discs and CD-ROM's containing photographic images and downloadable photographic images.
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76/023,881	04/13/00	PictureQuest & design	Abandoned.

III. Trademark Licenses

N/A

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 June 25, 2001, by **PICTUREQUEST ACQUISITION CORP., LLC** (including any successor or permitted assignee thereof, "Grantor"), in favor of **MCG FINANCE CORPORATION** (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders (as defined in the Credit Agreement referred to below). Defined terms used herein and not otherwise defined herein have the meanings ascribed to them in the Credit Agreement.

RECITALS

WHEREAS, Grantor and certain affiliated entities (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 \$13,550,000 can be borrowed on the date hereof; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of December 29, 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 29, 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 a security interest in and collaterally 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") as security for the Secured Obligations (as defined in the Security Agreement):

(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 Credit 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 regardless of whether a Default or Event of Default is occurring:

(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 security interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

Grantor also 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 after the occurrence and during the continuance of a Default or an Event of Default, to take any other action and to execute any other instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement.

Each of the foregoing powers of attorney is coupled with an interest and is irrevocable until the termination of Grantor's obligations (unconditionally and indefeasibly) under the Credit Agreement.


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 and to effectuate the reversion of all rights in the Collateral to Grantor.

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, as applicable, shall govern.

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:

By: 
Name: Matthew Shubit
Title: _____
[SEAL]

**PICTUREQUEST ACQUISITION COMPANY,
LLC (as Grantor)**

By: 
Name: David Moffly
Title: President

Address: 6000 North Forest Park Drive
Peoria, IL 61614

Telephone: () -

Facsimile: () -

WITNESS:

By: _____

MCG FINANCE CORPORATION
(as Administrative Agent)

By: _____
Name: Dana E. Stern
Title: Vice President

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

Telephone: (703) 247-7500

Facsimile: (703) 247-7505

Legal/Creatas/ipsa

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:

**PICTUREQUEST ACQUISITION COMPANY,
LLC (as Grantor)**

By: _____
Name: _____
Title: _____

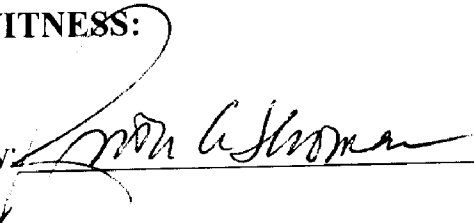
By: _____
Name: _____
Title: _____

[SEAL]

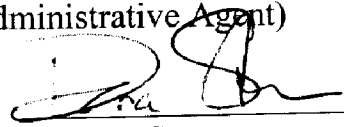
Address: _____

Telephone: () ____ - ____
Facsimile: () ____ - ____

WITNESS:

By:  _____

MCG FINANCE CORPORATION
(as Administrative Agent)

By:  _____
Name: Dana E. Stern
Title: Vice President

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7505

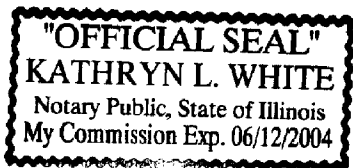
Legal/Creatas/ipsa

)
) SS.
)

On this 25th day of July, 2001, there appeared before me David Hoffly, who
acknowledged that he signed the foregoing Assignment and Assumption Agreement and Bill of Sale
as his voluntary act and deed on behalf and with full authority of PictureQuest Acquisition Company,
LLC.

[Notary]

Kathryn L. White
Notary Public



ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :
: SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 25 th day of June, 2001, 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 Vice President acknowledged said instrument to be her free act and deed.



Notary Public

My Commission Expires: My Commission Expires January 31, 2004

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

N/A

II. Pending Copyright Applications

N/A

III. Unregistered Copyrights

N/A

IV. Copyright Licenses

Pursuant to the ASP and License Agreement by and between PictureQuest Acquisition Company, LLC ("PictureQuest") and eMotion, Inc. ("eMotion"), dated July ____, 2001, eMotion granted to PictureQuest an exclusive (solely to the extent set forth in Section 6.7 of the Purchase Agreement), perpetual, royalty-free, irrevocable (except as provided in Article 5 of the ASP and License Agreement), worldwide, non-transferable (except as provided in Section 11.2 of the ASP and License Agreement) and non-sublicensable (except as provided in Section 3.4 of the ASP and License Agreement) right and license to use, copy and display: (i) the Licensed Software in Object Code form; and (ii) the Documentation, in all respects and in each case limited to and to the extent necessary to launch, operate, provide, manage, maintain, and administer the Business (the capitalized terms found in these clauses (i) and (ii) are defined in the ASP and License Agreement).

SCHEDULE B

PATENT COLLATERAL

I. Patents

N/A

II. Pending Patent Applications

N/A

III. Patent Licenses

N/A

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

N/A

II. Pending Trademark Applications

<u>Number</u>	<u>Date filed</u>	<u>Mark</u>	<u>Current Status and Description of Goods/Services</u>
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76/023,807	04/13/00	PictureQuest & design	Approved for publication. Computerized on-line ordering services in the field of stock photography and other digital photographic images, compact discs and CD-ROM's containing photographic images and downloadable photographic images, over the global communications network.
76/023,881	04/13/00	PictureQuest & design	Abandoned.

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RECITALS

WHEREAS, Grantor and certain affiliated entities (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 \$13,550,000 can be borrowed on the date hereof; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of December 29, 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 29, 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 a security interest in and collaterally 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") as security for the Secured Obligations (as defined in the Security Agreement):

(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 Credit 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 regardless of whether a Default or Event of Default is occurring:

(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 security interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

Grantor also 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 after the occurrence and during the continuance of a Default or an Event of Default, to take any other action and to execute any other instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement.

Each of the foregoing powers of attorney is coupled with an interest and is irrevocable until the termination of Grantor's obligations (unconditionally and indefeasibly) under the Credit Agreement.

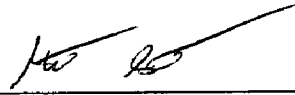
5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination 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 and to effectuate the reversion of all rights in the Collateral to Grantor.

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, as applicable, shall govern.

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:

By: 
Name: Matthew Shabit
Title: _____
[SEAL]

**PICTUREQUEST ACQUISITION COMPANY,
LLC (as Grantor)**

By: 
Name: David Moffly
Title: President

Address: 6000 North Forest Park Drive
Peoria, IL 61614

Telephone: () ____ - ____
Facsimile: () ____ - ____

WITNESS:

By: _____

**MCG FINANCE CORPORATION
(as Administrative Agent)**

By: _____
Name: Dana E. Stern
Title: Vice President

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

Telephone: (703) 247-7500
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:

PICTUREQUEST ACQUISITION COMPANY,
LLC (as Grantor)

By: _____
Name: _____
Title: _____

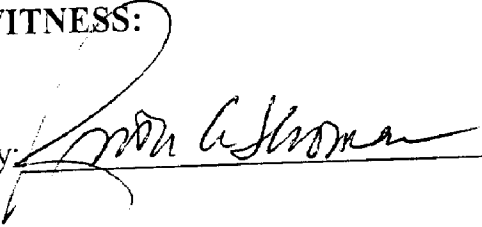
By: _____
Name: _____
Title: _____

[SEAL]

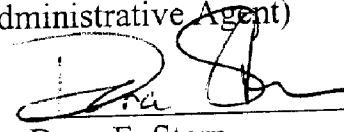
Address: _____

Telephone: () ____-____
Facsimile: () ____-____

WITNESS:

By:  _____

MCG FINANCE CORPORATION
(as Administrative Agent)

By:  _____
Name: Dana E. Stern
Title: Vice President

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7505

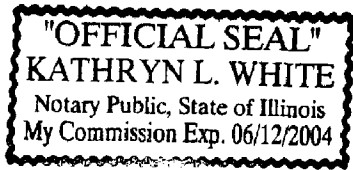
Legal/Creatas/ipsa

)
) SS.
)

On this 25th day of July, 2001, there appeared before me David Hoffly, who
acknowledged that he signed the foregoing Assignment and Assumption Agreement and Bill of Sale
as his voluntary act and deed on behalf and with full authority of PictureQuest Acquisition Company,
LLC.

[Notary]

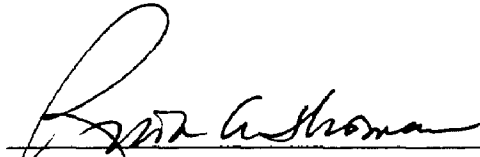
Kathryn L. White
Notary Public



ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :
: SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 25 th day of June, 2001, 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 Vice President acknowledged said instrument to be her free act and deed.



Notary Public

My Commission Expires: My Commission Expires January 31, 2004

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

N/A

II. Pending Copyright Applications

N/A

III. Unregistered Copyrights

N/A

IV. Copyright Licenses

Pursuant to the ASP and License Agreement by and between PictureQuest Acquisition Company, LLC ("PictureQuest") and eMotion, Inc. ("eMotion"), dated July ____, 2001, eMotion granted to PictureQuest an exclusive (solely to the extent set forth in Section 6.7 of the Purchase Agreement), perpetual, royalty-free, irrevocable (except as provided in Article 5 of the ASP and License Agreement), worldwide, non-transferable (except as provided in Section 11.2 of the ASP and License Agreement) and non-sublicensable (except as provided in Section 3.4 of the ASP and License Agreement) right and license to use, copy and display: (i) the Licensed Software in Object Code form; and (ii) the Documentation, in all respects and in each case limited to and to the extent necessary to launch, operate, provide, manage, maintain, and administer the Business (the capitalized terms found in these clauses (i) and (ii) are defined in the ASP and License Agreement).

SCHEDULE B

PATENT COLLATERAL

I. Patents

N/A

II. Pending Patent Applications

N/A

III. Patent Licenses

N/A

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

N/A

II. Pending Trademark Applications

<u>Number</u>	<u>Date filed</u>	<u>Mark</u>	<u>Current Status and Description of Goods/Services</u>
76/023,880	04/13/00	PictureQuest	Approved for publication. Computer services, namely providing search engines for obtaining stock photography, digital photographic images and compact discs containing stock photography and digital photographic images on a computer network.
76/023,882	04/13/00	PictureQuest	Approved for publication. Computerized on-line ordering services in the field of stock photography and other digital photographic images, compact discs and CD-ROM's containing photographic images and downloadable photographic images.
76/023,850	04/13/00	PictureQuest	Approved for publication. Computerized on-line ordering services in the field of stock photography and other digital photographic images, compact discs and CD-ROM's containing photographic images and downloadable photographic images, over the global communications network.
76/023,858	04/13/00	PictureQuest	Abandoned.
76/023,805	04/13/00	PictureQuest & design	Approved for publication. Computer services, namely providing search engines for obtaining stock photography, digital photographic images and compact discs containing stock photography and digital photographic images on a computer network.
76/023,806	04/13/00	PictureQuest & design	Approved for publication. Computerized on-line ordering services in the field of stock photography and other digital photographic images, compact discs and CD-ROM's containing photographic images and downloadable photographic images.
76/023,807	04/13/00	PictureQuest & design	Approved for publication. Computerized on-line ordering services in the field of stock photography and other digital photographic images, compact discs and CD-ROM's containing photographic images and downloadable photographic images, over the global communications network.
76/023,881	04/13/00	PictureQuest & design	Abandoned.

III. Trademark Licenses

N/A