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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101841924

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

<p>1. Name of conveying party(ies):</p> <p>MILITARY ADVANTAGE, INC. <i>08/30/01</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State of Delaware <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>A&E TELEVISION NETWORKS 235 East 45th Street New York, New York 10017</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation - _____ <input checked="" type="checkbox"/> Other - <u>New York joint venture company</u></p> <p>Domestic representative is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: August 2, 2001</p>	

<p>4. (A.) Trademark Application No.(s)</p> <p>76/150947</p>	<p>4. (B.) Trademark Registration No.(s)</p> <p></p> <p>08-30-2001 U.S. Patent & TMO/TM Mail Flop Dt #70</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Correspondence should be mailed to:</p> <p>VICTOR M. TANNENBAUM ABELMAN, FRAYNE & SCHWAB 150 East 42nd Street New York, New York 10017</p> <p><i>09/12/2001 6TON11 00000104 76150947</i> <i>01 FC:481 40.00 OP</i></p>	<p>6. Total number of applications and registrations involved:..... 1</p> <p>7. Total fee (37 CFT 3.41): \$ 40.00 <input checked="" type="checkbox"/> Enclosed (The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)</p> <p><input type="checkbox"/> Authorized to be charged to deposit account Deposit account number: 01-0035 (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

8. 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.

VICTOR M. TANNENBAUM *[Signature]* 8/30/01
Name of Person Signing Signature Date

Total number of pages comprising cover sheet, attachments and documents: **6**

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of August 2, 2001, is made by Military Advantage, Inc. (formerly known as Military.com, Inc.), a Delaware corporation, (the "Debtor"), in favor of A&E Television Networks, a New York general partnership (the "Secured Party").

RECITALS

Pursuant to the terms of that certain Security Agreement, dated as of August 2, 2001 (as amended, extended and replaced from time to time, the "Security Agreement"), made by the Debtor in favor of the Secured Party, the Debtor granted the Secured Party a security interest in all of the Debtor's patents, trademarks, copyrights and other intellectual property and agreed to execute and deliver certain supplemental documents, including, without limitation, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Debtor agrees, for the benefit of the Secured Party, as follows:

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

2. Grant of Security Interest

As collateral security for the prompt and complete payment and performance of the Obligations, the Debtor hereby assigns and pledges to the Secured Party and hereby grants to the Secured Party a security interest in, all of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

- (a) all United States and Canadian registered trademarks and service marks of the Debtor, all registrations and recordings thereof, and all applications in connection therewith (collectively, the "Trademarks") listed Item A of Attachment 1 hereto;
- (b) all licenses of Trademarks to or by Debtor, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (c) all reissues, extensions or, renewals of any of the items described in clauses (a) and (b);

- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

3. Security Agreement

This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and Canadian Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest

Upon the indefeasible payment in full of the Secured Obligations then due and payable, the security interest granted herein shall automatically terminate, and all rights to the Trademark Collateral shall revert to the Debtor. Upon any such termination, the Secured Party shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and other documents as Debtor shall reasonably request to release the Lien upon the Trademark Collateral which has been granted hereunder to evidence such termination.

5. Acknowledgment

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

6. Counterparts

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute together but one and the same agreement.


IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

MILITARY ADVANTAGE, INC.

By: 
Name: Chris Michel
Title: Chief Executive Officer

Accepted and Acknowledged By:

A&E TELEVISION NETWORKS

By: 
Name: E. James Greiner
Title: Senior Vice President
Operations, Bus. Dev. & New Ventures

Item APending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	MILITARY ADVANTAGE	76150947	October 20, 2000

Item B

None.