

02-22-2002

EET

Docket No.:

LY

025983/0015



101990148

Tab settings

To the Honorable Commissioner of Patents

Please attach original documents or copy thereof.

1. Name of conveying party(ies):
GOPROAUDIO.COM, INC.

2-21-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **DELAWARE**
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **FOOTHILL CAPITAL CORPORATION**

Internal Address: _____

Street Address: **1111 SANTA MONICA BOULEVARD**

City: **LOS ANGELES** State: **CA** ZIP: **90025**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **CALIFORNIA**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **FEBRUARY 1, 2002**

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

A. Trademark Application No.(s)
76/207,179

Additional numbers Yes No

B. Trademark Registration No.(s)
NONE

Additional numbers Yes No

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

Name: **PAUL A. JUERGENSEN**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **919 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):\$ **\$40.00**

Enclosed **405**
 Authorized to be charged to deposit account

8. Deposit account number:
SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

9. 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.

PAUL A. JUERGENSEN **FEBRUARY 21, 2002**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

10

SUPPLEMENTAL GUARANTEE AGREEMENT

SUPPLEMENTAL GUARANTEE AGREEMENT dated as of February 1, 2002 by GOPROAUDIO.COM, INC., a Delaware corporation (the "Supplemental Guarantor") in favor of FOOTHILL CAPITAL CORPORATION, as administrative agent for the banks or other financial institutions or entities party to the Term Loan Agreement referred to below (the "Lenders") (in such capacity, together with its successors in such capacity, the "Administrative Agent").

Quantegy Acquisition Corp., ("New Holding"), Quantegy Holdings Incorporated ("Holding"), Quantegy Media Corporation ("Domestic Holding"), Quantegy International Incorporated ("International Holding"), each a Delaware corporation (such entities, together with each other entity that has become a "Guarantor" thereunder, the "Guarantors"), Quantegy Inc., an Alabama corporation (the "Borrower" and, together with the Guarantors, the "Obligors"), the lenders named therein and the Administrative Agent are parties to an Amended and Restated Term Loan Agreement dated as of August 19, 1999 (as amended, supplemented or otherwise modified from time to time, the "Term Loan Agreement"). In addition, the Obligors may from time to time be obligated to various of said lenders in respect of Hedging Transactions permitted under Section 9.08(e) of the Term Loan Agreement (such indebtedness being herein referred to as the "Hedging Indebtedness").

To induce said lenders to enter into the Term Loan Agreement, to make and maintain the loans pursuant thereto, and to extend credit to the Obligors that would constitute Hedging Indebtedness, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Supplemental Guarantor has agreed to guarantee the Guaranteed Obligations (as hereinafter defined), to become a "Guarantor" under the Term Loan Agreement, to become a "Securing Party" under the Security Agreement (as defined in the Term Loan Agreement), and to become a "Pledgor" under the Pledge Agreement (as so defined). Accordingly, the parties hereto agree as follows:

Section 1. Definitions. Terms defined in the Term Loan Agreement are used herein as defined therein. In addition, the terms "Collateral" and "Securing Party" shall have the respective meanings assigned to such terms in the Security Agreement.

Section 2. The Guarantee. The Supplemental Guarantor hereby agrees to become a "Guarantor" under and for all purposes of the Term Loan Agreement and hereby undertakes all of the obligations of a Guarantor thereunder as if it had been an original signatory thereto. Without limiting the generality of the foregoing, the Supplemental Guarantor hereby agrees with the Administrative Agent, for the benefit of the Lenders, as follows:

2.01 The Guarantee. The Supplemental Guarantor hereby guarantees to each Lender and the Administrative Agent and their respective successors and assigns the prompt payment in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) of the principal of and interest on the Loans and Notes held by each Lender of the Borrower and all other amounts from time to time owing to the Lenders or the Administrative Agent by the Borrower under the Term Loan Agreement, under the Notes and

under any of the other Loan Documents, and all obligations of the Obligors to any Lender in respect of any Hedging Indebtedness, in each case strictly in accordance with the terms thereof (such obligations being herein collectively called the "Guaranteed Obligations"). The Supplemental Guarantor hereby further agrees that if the Borrower shall fail to pay in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) any of the Guaranteed Obligations, the Supplemental Guarantor will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time or payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

2.02 Obligations Unconditional. The obligations of the Supplemental Guarantor under Section 2.01 hereof are absolute and unconditional irrespective of the value, genuineness, validity, regularity or enforceability of the obligations of the Borrower under the Term Loan Agreement, the Notes or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 2.02 that the obligations of the Supplemental Guarantor hereunder shall be absolute and unconditional under any and all circumstances. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Supplemental Guarantor hereunder which shall remain absolute and unconditional as described above:

(i) at any time or from time to time, without notice to the Supplemental Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(ii) any of the acts mentioned in any of the provisions of the Term Loan Agreement or the Notes or any other agreement or instrument referred to herein or therein shall be done or omitted;

(iii) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be modified, supplemented or amended in any respect, or any right under the Term Loan Agreement or the Notes or any other agreement or instrument referred to herein or therein shall be waived or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with; or

(iv) any lien or security interest granted to, or in favor of, the Administrative Agent or any Lender or Lenders as security for any of the Guaranteed Obligations shall fail to attach or to be perfected.

The Supplemental Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent or any Lender exhaust any right, power or remedy or proceed against the Borrower under the

Term Loan Agreement or the Notes or any other agreement or instrument referred to herein or therein, or against any other Person under any other guarantee of, or security for, any of the Guaranteed Obligations.

2.03 Reinstatement. The obligations of the Supplemental Guarantor under this Section 2 shall be automatically reinstated in and to the extent that for any reason any payment by or on behalf of the Borrower in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and the Supplemental Guarantor agrees that it will indemnify the Administrative Agent and each Lender on demand for all reasonable costs and expenses (including, without limitation, fees of counsel) incurred by the Administrative Agent or such Lender in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

2.04 Subrogation. The Supplemental Guarantor hereby waives all rights of subrogation or contribution, whether arising by contract or operation of law (including, without limitation, any such right arising under the Bankruptcy Code) or otherwise by reason of any payment by it pursuant to the provisions of this Section 2 and further agrees with the Borrower for the benefit of each of its creditors (including, without limitation, each Lender and the Administrative Agent) that any such payment by it shall constitute a contribution of capital by the Supplemental Guarantor to the Borrower (or an investment in the equity capital of the Borrower by the Supplemental Guarantor).

2.05 Remedies. The Supplemental Guarantor agrees that, as between the Supplemental Guarantor and the Lenders, the obligations of the Borrower under the Term Loan Agreement and the Notes may be declared to be forthwith due and payable as provided in Section 10 of the Term Loan Agreement (and shall be deemed to have become automatically due and payable in the circumstances provided in said Section 10) for purposes of Section 2.01 hereof notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Borrower) shall forthwith become due and payable by the Supplemental Guarantor for purposes of said Section 2.01.

2.06 Instrument for the Payment of Money. The Supplemental Guarantor hereby acknowledges that the guarantee in this Section 2 constitutes an instrument for the payment of money, and consents and agrees that any Lender or the Administrative Agent, at its sole option, in the event of a dispute by the Supplemental Guarantor in the payment of any moneys due hereunder, shall have the right to bring motion-action under New York CPLR Section 3213.

2.07 Continuing Guarantee. The guarantee in this Section 2 is a continuing guarantee, and shall apply to all Guaranteed Obligations whenever arising.

2.08 General Limitation on Guarantee Obligations. In any action or proceeding involving any state corporate law, or any state or Federal bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of the Supplemental Guarantor under Section 2.01 hereof would otherwise be held or determined to be void, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under said Section 2.01, then, notwithstanding any other provision hereof to the contrary, the amount of such liability shall, without any further action by the Supplemental Guarantor, the Administrative Agent, the Lenders or any other Person, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

2.09 Obligations Joint and Several. The obligations of the Supplemental Guarantor hereunder shall be joint and several with the obligations of each other Guarantor under the Term Loan Agreement (including, without limitation, each other Supplemental Guarantor under each other Supplemental Guarantee Agreement).

Section 3. Security Agreement and Pledge Agreement. The Supplemental Guarantor hereby agrees to become a "Securing Party" under and for all purposes of the Security Agreement and a "Pledgor" under and for all purposes of the Pledge Agreement, and hereby undertakes all of the obligations of a Securing Party and a Pledgor thereunder as if it had been an original signatory thereto. Without limiting the generality of the foregoing, (i) the Supplemental Guarantor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders as provided in the Security Agreement, a security interest in all of the Supplemental Guarantor's right, title and interest in all Collateral (as defined therein), whether now owned by the Supplemental Guarantor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located, and (ii) the Supplemental Guarantor hereby pledges and grants to the Collateral Agent (as defined in the Pledge Agreement), for the benefit of the Lenders as provided in the Pledge Agreement, a security interest in all of the Supplemental Guarantor's right, title and interest in all Collateral (as defined therein), whether now owned by the Supplemental Guarantor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located. In addition, the Supplemental Guarantor hereby (i) makes the representations and warranties set forth in Section 4 of the Security Agreement and agrees that each of the Annexes to the Security Agreement shall be deemed to be supplemented in respect of the Supplemental Guarantor as specified in Appendix A hereto, and (ii) makes the representations and warranties set forth in Section 4 of the Pledge Agreement and agrees that Annex 1 to the Pledge Agreement shall be deemed to be supplemented in respect of the Supplemental Guarantor as specified in Appendix A hereto.

Section 4. Representations and Warranties. The Supplemental Guarantor represents and warrants to the Administrative Agent for the benefit of the Lenders as follows:

4.01 Corporate Existence. The Supplemental Guarantor: (a) is a corporation, partnership or other entity duly organized and validly existing under the laws of the jurisdiction of its organization; (b) has all requisite corporate power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (c) is qualified to do business in all jurisdictions in which the nature of the business conducted by it makes such qualification

necessary and where failure so to qualify (either individually or in the aggregate) would be reasonably likely to have a Material Adverse Effect.

4.02 No Breach. None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, the charter or by-laws of the Supplemental Guarantor, or any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which the Supplemental Guarantor is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument, or (except for the Liens created pursuant to the Security Agreement or the Pledge Agreement, each as supplemented hereby) result in the creation or imposition of any Lien upon any Property of the Supplemental Guarantor pursuant to the terms of any such agreement or instrument.

4.03 Action. The Supplemental Guarantor has all necessary corporate or other power and authority to execute, deliver and perform its obligations under this Agreement and under the Term Loan Agreement, the Security Agreement and the Pledge Agreement, each as supplemented hereby; the execution, delivery and performance by the Supplemental Guarantor of this Agreement have been duly authorized by all necessary corporate or other action on its part (including, without limitation, any required shareholder approvals); and this Agreement has been duly and validly executed and delivered by the Supplemental Guarantor and (together with the Term Loan Agreement, the Security Agreement and the Pledge Agreement, each as supplemented hereby) constitutes its legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights of creditors generally and (b) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law).

4.04 Approvals. No authorizations, approvals or consents of, and no filing or registrations with, any governmental or regulatory authority or agency, or any securities exchange are necessary for the execution, delivery or performance by the Supplemental Guarantor of this Agreement (or the Term Loan Agreement, the Security Agreement or the Pledge Agreement, each as supplemented hereby) or for the legality, validity or enforceability hereof or thereof, except for filings and recordings in respect of the Liens created pursuant to the Security Agreement as supplemented hereby.

Section 5. Miscellaneous.

5.01 No Waiver. No failure on the part of the Administrative Agent or any Lender to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Administrative Agent or any Lender of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

The Supplemental Guarantor irrevocably waives, to the fullest extent permitted by applicable law, any claim that any action or proceeding commenced by the Administrative Agent

or any Lender relating in any way to this Agreement (or the Term Loan Agreement, the Security Agreement or the Pledge Agreement, each as supplemented hereby) should be dismissed or stayed by reason, or pending the resolution, of any action or proceeding commenced by the Supplemental Guarantor relating in any way to this Agreement (or the Term Loan Agreement, the Security Agreement or the Pledge Agreement, each as so supplemented) whether or not commenced earlier. To the fullest extent permitted by applicable law, the Supplemental Guarantor shall take all measures necessary for any such action or proceeding commenced by the Administrative Agent or any Lender to proceed to judgment prior to the entry of judgment in any such action or proceeding commenced by any Obligor.

5.02. Notices. All notices, requests, consents and demands hereunder shall be in writing and telecopied or delivered to the Supplemental Guarantor at the "Address for Notices" specified on the signature pages hereof and, to the Administrative Agent, at its "Address for Notices" specified pursuant to the Term Loan Agreement or, as to either party, at such other address as shall be designated by such party in a notice to the other party in accordance with this Section 5.02. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by telecopier or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid.

5.03 Expenses. The Supplemental Guarantor agrees to reimburse each of the Lenders and the Administrative Agent for all reasonable costs and expenses of the Lenders and the Administrative Agent (including, without limitation, the reasonable fees and expenses of legal counsel) in connection with (i) any Default and any enforcement or collection proceeding resulting therefrom, including, without limitation, all manner of participation in or other involvement with (x) bankruptcy, insolvency, receivership, foreclosure, winding up or liquidation proceedings, (y) judicial or regulatory proceedings and (z) workout, restructuring or other negotiations or proceedings (whether or not the workout, restructuring or transaction contemplated thereby is consummated), in each case whether relating to the Borrower or any Guarantor and (ii) the enforcement of this Section 5.03.

5.04 Amendments, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by the Supplemental Guarantor and the Administrative Agent (with the consent of the Lenders as specified in Section 11.09 of the Term Loan Agreement). Any such amendment or waiver shall be binding upon the Administrative Agent and each Lender, each holder of any of the Guaranteed Obligations and the Supplemental Guarantor.

5.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Supplemental Guarantor, the Administrative Agent, the Lenders and each holder of any of the Guaranteed Obligations (provided, however, that the Supplemental Guarantor shall not assign or transfer its rights hereunder without the prior written consent of the Administrative Agent).

5.06 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

5.07 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Agreement by signing any such counterpart.

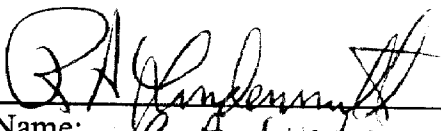
5.08 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York. The Supplemental Guarantor hereby submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of the Supreme Court of the State of New York sitting in New York County (including its Appellate Division), and of any other appellate court in the State of New York, for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. The Supplemental Guarantor hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such court has been brought in an inconvenient forum.

5.09 Waiver of Jury Trial. THE SUPPLEMENTAL GUARANTOR, AND THE ADMINISTRATIVE AGENT (FOR ITSELF AND ON BEHALF OF THE LENDERS) BY ACCEPTING THIS AGREEMENT, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5.10 Opinion of Counsel. The Supplemental Guarantor hereby instructs its counsel to deliver the opinions referred to in Section 9.14(a) of the Term Loan Agreement to the Lenders and the Administrative Agent.

IN WITNESS WHEREOF, the Supplemental Guarantor has caused this Supplemental Guarantee Agreement to be duly executed and delivered as of the day and year first above written.

GOPROAUDIO.COM, INC.

By: 
Name: R. A. Lindenmuth
Title: President

Address for Notices:

2230 Marvyn Parkway
P.O. Box 190
Opelika, Alabama 36803-0190
Attention : Richard A. Lindenmuth

Telecopier No.: 334-749-7738
Telephone No.: 334-745-7643

Accepted and agreed:

FOOTHILL CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name:
Title:

Address for Notices:

2450 Colorado Avenue
Suite 3000
Santa Monica, California 90404
Attention: M. Edward Stearns

Telecopier No.: 310-453-7470
Telephone No.: 310-453-7376

IN WITNESS WHEREOF, the Supplemental Guarantor has caused this Supplemental Guarantee Agreement to be duly executed and delivered as of the day and year first above written.

GOPROAUDIO.COM, INC.

By: _____
Name:
Title:


Address for Notices:

2230 Marvyn Parkway
P.O. Box 190
Opelika, Alabama 36803-0190
Attention : Richard A. Lindenmuth

Telecopier No.: 334-749-7738
Telephone No.: 334-745-7643

Accepted and agreed:

FOOTHILL CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: M. E. Stearns
Title: Sr. J.P.

Address for Notices:

2450 Colorado Avenue
Suite 3000
Santa Monica, California 90404
Attention: M. Edward Stearns

Telecopier No.: 310-453-7470
Telephone No.: 310-453-7376