1-31-92 RECORDAT	04 - 22 - 2002 U.S. Department of Commerce Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
Name of conveying Party(ies):     Brownwood Newspapers, Inc.	2. Name and address of receiving Party(ies)
4-9-02	Name: MCG Capital Corporation Internal Address: Suite 800
☐ Individual(s) ☐ Association ☐ Limited Partnership	Street Address: 1100 Wilson Boulevard  City: Arlington State: VA ZIP: 22209
	☐ Individual(s) Citizenship
Additional Name(s) of conveying party(ies) attached?   Yes   No	☐ Association
	General Partnership
3. Nature of conveyance:	Limited Partnership
☐ Assignment ☐ Merger	☐ Corporation-State ☐ DE
Security Agreement ☐ Change of Name	Other
☐ 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)
Execution Date: March 29, 2002	Additional name(s) & address(es) attached?
Application number(s) or registration number(s):	
A. Trademark Application No.(s)	D. Tandamanta Davistanti a Ali s
	B. Trademark Registration No's
76/227,003 (Brownwood Bulletin)	
Additional numbers attac	ched? □Yes ⊠No
5. Name and address of party to whom correspondence	6. Total Number of applications and
concerning document should be mailed:	registrations involved:
Name: MCG Capital Corporation Internal Address: Suite 800	7. Total fee (37 CFR 3.41):\$ 40.00
Suite 600	7. Total fee (37 CFR 3.41):
	⊠ Enclosed
	☐ Authorized to be charged to deposit account
Street Address:	Deposit Account number:
1100 Wilson Boulevard	
City: Arlington State: VA ZIP: 22209	(Attach) duplicate copy of this page if paying by deposit account)
DO NOT USE	THIS SPACE
<ol> <li>State and signature         To the best of my knowledge and belief, the foregoing informathe original document.     </li> </ol>	nation is true and correct and any attached copy is a true copy of
Dana E. Stern  Name of Person Signing  Sign	April 4, 2002 ature Date
Name of Ferson Signing Sign	ature Date
Total number	of pages including this cover sheet and any attachments: ]3
OMB No. 0651-0011 (exp. 4/94)	
Do not detac	th this portion
Mail documents to be recorded with required cover sheet in	nformation to:
Commissioner of Patents and Box Assignments Washington, D.C. 20231	d Trademarks
including time for reviewing the document and gathering the speet. Send comments regarding this burden estimate to the speet.	mated to average about 30 minutes per document to be recorded, are data needed, and completing and reviewing the sample cover the U.S. Patent and Trademark Office, Office of Information of Office of Management and Budget, Paperwork Reduction Project

04/19/2002 6TOH11 00000059 76227003 01 FC:481 40.

#### 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 March 29, 2002, by BROWNWOOD NEWSPAPERS, INC. (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG CAPITAL 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).

#### 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 \$14,000,000 term loan and a \$6,000,000 term loan; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of March 29, 2002 (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 March 29, 2002 (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 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"):

1

TRADEMAR

- (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
- (a) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed), and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and
- (c) 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
- (d) 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
- (e) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and
  - (f) 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 and during the continuance of an Event of Default (as defined in the Security 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. <u>Power of Attorney</u>. 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

To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

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.

The foregoing power of attorney is coupled with an interest and is irrevocable.

- 5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions:

  (a) payment and performance in full of all the obligations secured hereby (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) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.
- 6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts

together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

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:	BROWNWOOD NEWSPAPERS, INC. (as Grantor)		
By: Ulliam R. Starks Name: WILLIAM R. STARKS Title: Executive VICE ARESIDEUT	By: Name: Jeremy I. Halbreich Title: President		
[CORPORATE SEAL]	Address: 8411 Preston Road, Suite 800 Dallas, TX 75225	)	
	Telephone: (214) 691-4094 Facsimile: (214) 691-4086		
WITNESS:	MCG CAPITAL CORPORATION (as Administrative Agent)		
By:	By: Name: B. Hagen Saville Title: Executive Vice President		
	Address: 1100 Wilson Boulevard Suite 800 Arlington, VA 22209		
	Telephone: (703) 247-7500 Facsimile: (703) 247-7505		

Legal/AmericanConsolidated/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:	<b>BROWNWOOD NEWSPAPERS, INC.</b> (as Grantor)		
By: Name:		By: Name: Jeremy L. Halbreich	
Title:	Title: Presi	dent	
[CORPORATE SEAL]	A 11	0.411 P	
	Address:	8411 Preston Road, Suite 800 Dallas, TX 75225	
	Telephone:	(214) 691-4094	
	Facsimile:	(214) 691-4086	
WITNESS:		TAL CORPORATION trative Agent)	
By: Monega Benset	By:		
	Name: B. Ha	- n	
	Title: Execu	utive Wice President	
	Address:	1100 Wilson Boulevard	
		Suite 800	
		Arlington, VA 22209	
	Telephone:	(703) 247-7500	
	Facsimile:	(703) 247-7505	

Legal/AmericanConsolidated/ipsa

ACI	KNOWLEDGMENT
STATE OF KYAD	<u> </u>
COUNTY OF <u>Kallus</u>	: SS :
2002, personally appeared <u>Jeremal</u> <u>Fla</u> duly sworn, did say that he/she is the <u>Plane</u> NEWSPAPERS, INC., and that said in Agreement) was signed on behalf of said	strument ( <u>i.e.</u> , the Intellectual Property Security d <b>BROWNWOOD NEWSPAPERS</b> , INC. by authority
of its partners, and the saidnis/her free act and deed.	acknowledged said instrument to be
AUDREY D. BOLLING Notary Public, State of Texas My Commission Expires JAN, 20, 2003	Notary Public  My Commission Expires: January 20, 2003

#### **ACKNOWLEDGEMENT**

: SS

COMMONWEALTH OF VIRGINIA

COUNTY OF ARLINGTON :
Before me, the undersigned, a Notary Public, on this 29th day of March, 2002, personally appeared B. Hagen Saville to me known personally, who, being by me duly sworn, did say that he is the Executive Vice President of MCG CAPITAL CORPORATION, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Capital Corporation by authority of its Board of Directors, and the said Executive Vice President acknowledged said instrument to be his free act and deed.
2172 a Shoman
Notary Public
My Commission Expires January 31, 2004
My Commission Expires:

### **SCHEDULE A**

# **COPYRIGHT COLLATERAL**

None

IPSA Schedules - Brownwood Newspapers

### SCHEDULE B

# PATENT COLLATERAL

None

IPSA Schedules - Brownwood Newspapers

#### **SCHEDULE C**

# TRADEMARK COLLATERAL

## I. Registered Trademarks

Trademark <u>Description</u>	Country/State	Registration <u>Number</u>
Brownwood Bulletin	Texas	TX #60223
Central Texas Midweek	Texas	TX #55505

# II. Pending Trademark Applications

Trademark <u>Description</u>	Country/State	Application <u>Number</u>
Brownwood Bulletin	U.S.	76/227,033

# III. Trademark Licenses

None

IPSA Schedules - Brownwood Newspapers



#### SCHEDULE C

#### TRADEMARK COLLATERAL

#### I. Registered Trademarks

Trademark <u>Description</u>	Country/State	Registration <u>Number</u>
Brownwood Bulletin	Texas	TX #60223
Central Texas Midweek	Texas	TX #55505

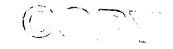
### II. Pending Trademark Applications

Trademark <u>Description</u>	Country/State	Application <u>Number</u>
Brownwood Bulletin	U.S.	76/227,033

### III. Trademark Licenses

None

IPSA Schedules - Brownwood Newspapers



#### 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 March 29, 2002, by BROWNWOOD NEWSPAPERS, INC. (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG CAPITAL 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).

#### 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 \$14,000,000 term loan and a \$6,000,000 term loan; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of March 29, 2002 (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 March 29, 2002 (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 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"):

- (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
- (a) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed), and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and
- (c) 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
- (d) 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
- (e) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and
  - (f) 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 and during the continuance of an Event of Default (as defined in the Security 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. <u>Power of Attorney</u>. 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

To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

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.

The foregoing power of attorney is coupled with an interest and is irrevocable.

- 5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions:

  (a) payment and performance in full of all the obligations secured hereby (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) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.
- 6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts

together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

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:	(as Grantor)	OOD NEWSPAPERS, INC.
Name: WILLIAM R. STARKS Title: Executive VICE PRESIDENT	By: Name: Jerem Title: Presid	y I. Halbreich
[CORPORATE SEAL]	Address:	8411 Preston Road, Suite 800 Dallas, TX 75225
	Telephone: Facsimile:	(214) 691-4094 (214) 691-4086
WITNESS:	MCG CAPIT (as Administr	TAL CORPORATION rative Agent)
By:	By:	
	Name: B. Ha	gen Saville tive Vice President
	Address:	1100 Wilson Boulevard Suite 800 Arlington, VA 22209
	Telephone: Facsimile:	(703) 247-7500 (703) 247-7505

Legal/AmericanConsolidated/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:	BROWNWOOD NEWSPAPERS, INC. (as Grantor)	
By:	By:	
Name:		ny L. Halbreich
Title:	Title: Presi	
[CORPORATE SEAL]		
	Address:	8411 Preston Road, Suite 800 Dallas, TX 75225
	Telephone:	(214) 691-4094
	Facsimile:	(214) 691-4086
WITNESS:		TAL CORPORATION trative Agent)
By: Monego Benut	By:	AP /
	Name: B. Ha	ngen Saville
	Title: Exec	utive Vice President
	Address:	1100 Wilson Boulevard
		Suite 800
		Arlington, VA 22209
	Telephone:	(703) 247-7500
	Facsimile:	(703) 247-7505

Legal/AmericanConsolidated/ipsa

ACKNOWLEDGMENT STATE OF : SS COUNTY OF Before me, the undersigned, a Notary Public, on this \_\_\_\_ day of 2002, personally appeared <u>Jeremal Halbreich</u> to me known personally, who, being by me duly sworn, did say that he/she is the <u>President</u> of **BROWNWOOI** duly sworn, did say that he/she is the <u>President</u> of **BROWNWOOD NEWSPAPERS, INC.**, and that said instrument (<u>i.e.</u>, the Intellectual Property Security Agreement) was signed on behalf of said BROWNWOOD NEWSPAPERS, INC. by authority of its partners, and the said acknowledged said instrument to be his/her free act and deed. AUDREY D. BOLLING Notary Public, State of Texas

JAN. 20, 2003

#### **ACKNOWLEDGEMENT**

	: SS	
COUNTY OF ARLINGTON	:	

COMMONWEALTH OF VIRGINIA

Before me, the undersigned, a Notary Public, on this 29rday of March, 2002, personally appeared B. Hagen Saville to me known personally, who, being by me duly sworn, did say that he is the Executive Vice President of MCG CAPITAL CORPORATION, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Capital Corporation by authority of its Board of Directors, and the said Executive Vice President acknowledged said instrument to be his free act and deed.

Notary Public

My Commission Expires January 31, 2004

My Commission Expires:\_\_\_\_\_

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### SCHEDULE A

# **COPYRIGHT COLLATERAL**

None

IPSA Schedules - Brownwood Newspapers

### SCHEDULE B

# PATENT COLLATERAL

None

IPSA Schedules - Brownwood Newspapers

### SCHEDULE C

## TRADEMARK COLLATERAL

## I. Registered Trademarks

Trademark <u>Description</u>	Country/State	Registration <u>Number</u>
Brownwood Bulletin	Texas	TX #60223
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## II. Pending Trademark Applications

Trademark		Application
Description	Country/State	<u>Number</u>
Brownwood Bulletin	U.S.	76/227,033

# III. Trademark Licenses

None

**RECORDED: 04/09/2002** 

IPSA Schedules - Brownwood Newspapers