

04-22-2002

TRA



102062752

Tab settings * * *

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

1. Name of conveying Party(ies):
Miami Newspapers, Inc.

4-9-02

- ☐ Individual(s) ☐ Association
☐ General partnership ☐ Limited Partnership
☒ Corporation-State OK
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: March 29, 2002

2. Name and address of receiving Party(ies)

Name: MCG Capital 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
☐ 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

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

A. Trademark Application No.(s)

1671086

B. Trademark Registration No's

1,671,086 (Miami News Record)

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: 1

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

- ☒ 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

April 4, 2002

Name of Person Signing

Signature

Date

Total number of pages including this cover sheet and any attachments: 13

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

Do not detach this portion

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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.

04/19/2002 6TOM11 00000057 1671086

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40.00 DP

TRADEMARK
REEL: 002487 FRAME: 0861

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 **MIAMI 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. 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**

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:

By: William R. Starks
Name: WILLIAM R. STARKS
Title: EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

MIAMI NEWSPAPERS, INC.
(as Grantor)

By: [Signature]
Name: Jeremy L. Halbreich
Title: President

Address: 8411 Preston Road, Suite 800
Dallas, TX 75225

Telephone: (214) 691-4094
Facsimile: (214) 691-4086

WITNESS:

By: _____

MCG CAPITAL CORPORATION
(as Administrative Agent)

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:

MIAMI NEWSPAPERS, INC.
(as Grantor)

By: _____
Name: _____
Title: _____

By: _____
Name: Jeremy L. 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: *Monique Bennett*

By: *B. Hagen Saville*
Name: B. Hagen Saville
Title: Executive Vice President

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

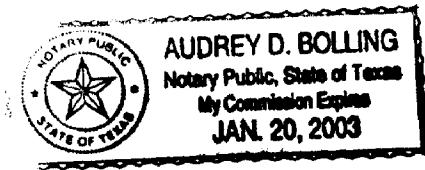
Telephone: (703) 247-7500
Facsimile: (703) 247-7505

Legal/AmericanConsolidated/ipsa

ACKNOWLEDGMENT

STATE OF Texas :
COUNTY OF Dallas : SS

Before me, the undersigned, a Notary Public, on this ____ day of _____, 2002, personally appeared Jeremy L. Halbreich to me known personally, who, being by me duly sworn, did say that he/she is the President of **MIAMI NEWSPAPERS, INC.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **MIAMI NEWSPAPERS, INC.** by authority of its partners, and the said _____ acknowledged said instrument to be his/her free act and deed.



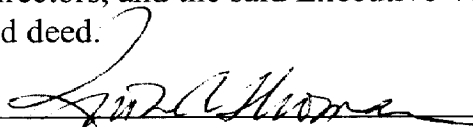
Audrey D. Bolling
Notary Public

My Commission Expires: January 20, 2003

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :
: SS
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.



Notary Public

My Commission Expires: January 31, 2004

SCHEDULE A

COPYRIGHT COLLATERAL

None

SCHEDULE B

PATENT COLLATERAL

None

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country/State</u>	<u>Registration Number</u>
Miami News Record	U.S.	1,671,086
Miami News-Record	Oklahoma	OK #26898
Miami News-Record Plus	Oklahoma.	OK #27850
Miami News-Record Plus	Missouri	MO #S13540

II. Pending Trademark Applications

None

III. Trademark Licenses

None

IV. Common Law Trademark

<u>Trademark Description</u>
Tri-State Tribune

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 **MIAMI 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

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(f) Any and all products and proceeds of any of the foregoing.

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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. 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

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.

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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:

By: William R. Starks
Name: WILLIAM R. STARKS
Title: EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

MIAMI NEWSPAPERS, INC.
(as Grantor)

By: [Signature]
Name: Jeremy L. Halbreich
Title: President

Address: 8411 Preston Road, Suite 800
Dallas, TX 75225

Telephone: (214) 691-4094
Facsimile: (214) 691-4086

WITNESS:

By: _____

MCG CAPITAL CORPORATION
(as Administrative Agent)

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

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WITNESS:

MIAMI NEWSPAPERS, INC.
(as Grantor)

By: _____
Name: _____
Title: _____

By: _____
Name: Jeremy L. 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: *Monique Bennett*

By: *BAC*
Name: B. Hagen Saville
Title: Executive Vice President

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

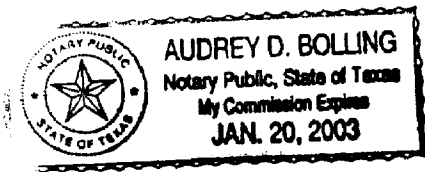
Telephone: (703) 247-7500
Facsimile: (703) 247-7505

Legal/AmericanConsolidated/ipsa

ACKNOWLEDGMENT

STATE OF Texas :
COUNTY OF Dallas : SS

Before me, the undersigned, a Notary Public, on this ____ day of _____, 2002, personally appeared Jeremy L. Hulbrech to me known personally, who, being by me duly sworn, did say that he/she is the President of **MIAMI NEWSPAPERS, INC.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **MIAMI NEWSPAPERS, INC.** by authority of its partners, and the said _____ acknowledged said instrument to be his/her free act and deed.



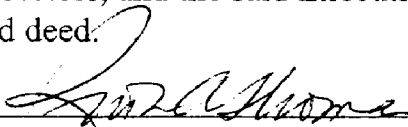
Audrey D. Bolling
Notary Public

My Commission Expires January 20, 2003

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :
: SS
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.



Notary Public

My Commission Expires: January 31, 2004

SCHEDULE A

COPYRIGHT COLLATERAL

None

SCHEDULE B

PATENT COLLATERAL

None

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country/State</u>	<u>Registration Number</u>
Miami News Record	U.S.	1,671,086
Miami News-Record	Oklahoma	OK #26898
Miami News-Record Plus	Oklahoma.	OK #27850
Miami News-Record Plus	Missouri	MO #S13540

II. Pending Trademark Applications

None

III. Trademark Licenses

None

IV. Common Law Trademark

<u>Trademark Description</u>
Tri-State Tribune

COPY

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

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Miami News-Record Plus	Missouri	MO #S13540

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None

IV. Common Law Trademark

Trademark
Description

Tri-State Tribune