

05-13-2002



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4.7502

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To the Honorable Commissioner of Pa

102087329

Please record the attached original documents or copy thereof.

1. Name of conveying Party(ies):
Eli Digital, Inc.

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

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

3. Nature of conveyance:

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

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)
76/105854 (Technology Powered By Thought)
76/088746 (Eli Digital)
76/105891 (Brain Box)

B. Trademark Registration No's

Additional numbers attached? Yes No

OFFICE OF TRADEMARK RECORDS
7700 APR 25 AM 9:42
FINANCE SECTION

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:.....

3

7. Total fee (37 CFR 3.41):.....\$ 90.00

- 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 16, 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)

05/13/2002 LHMELLER 00000100 76105854

Do not detach this portion

01 FC:481
02 FC:482

40.00 BP
50.00 BP

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.

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 **ELIDIGITAL, 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 (a "Guarantor") desires and have applied to Administrative Agent and the Lenders for a credit facility consisting of a term loan pursuant to which up to \$9.70 million can be borrowed from time to time; 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 each Borrower and Guarantor shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by each Borrower and Guarantor 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 each Borrower's and Guarantor's 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

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

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

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the 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, as applicable) 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 a Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

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.

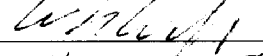
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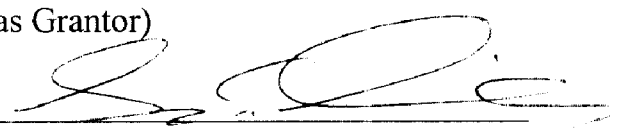
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

ELIDIGITAL, INC.

(as Grantor)

By: 
Name: *William W. Jeffers*
Title: *Asst Secretary*

By: 
Name: Greg E. Lindberg
Title: President

[CORPORATE SEAL]

Address: 2327 Englert Drive, Suite 202
Durham, NC 27713

Telephone: (919) 544-0362

Facsimile: (919) 544-5622

[SIGNATURES CONTINUED ON NEXT PAGE]

ACKNOWLEDGMENT

STATE OF North Carolina :
 : SS
COUNTY OF Wake :

Before me, the undersigned, a Notary Public, on this 28th day of March, 2002, personally appeared Greg E. Lindberg to me known personally, who, being by me duly sworn, did say that he is the President of **ELIDIGITAL, INC.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **ELIDIGITAL, INC.** by authority of its board of directors, and the said ~~Chief Executive Officer~~ acknowledged said instrument to be his free act and deed.

Assistant Secretary

Leah P. Ball

Notary Public

My Commission Expires: 11/08/06

Notary Public, North Carolina
County of Wake
LEAH P. BALL
My Commission Expires 11-08-06.

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: _____

MCG CAPITAL CORPORATION
(as Administrative Agent)

By: _____

Name: Andrew Jacobson

Title: Managing Director

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

Telephone: (703) 247-7500

Facsimile: (703) 247-7505


Legal/EliResearch/ipsa

TRADEMARK
REEL: 002504 FRAME: 0203

ACKNOWLEDGEMENT

STATE OF VIRGINIA :
 : SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 29th day of MARCH, 2000, personally appeared Andrew Jacobson to me known personally, who, being by me duly sworn, did say that he is a Managing Director 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 Managing Director acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: My Commission Expires January 31, 2001

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

Copyright <u>Title</u>	Registration <u>Number</u>	Registration <u>Date</u>
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II. Pending Copyright Applications

Copyright <u>Title</u>	Application <u>Number</u>	Filing <u>Date</u>	Date of <u>Creation</u>	Date of <u>Publication</u>
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III. Unregistered Copyrights

Copyright <u>Title</u>	Date of <u>Creation</u>	Date of <u>Publication</u>	Original <u>Author/Owner</u>	Date and Recordation Number of Assignment <u>to Each Grantor</u>	Date of Expected Registration <u>(if applicable)</u>
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IV. Copyright Licenses

Copyright	Licensor	Licensee	Effective <u>Date</u>	Expiration <u>Date</u>	Subject <u>Matter</u>
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SCHEDULE B

PATENT COLLATERAL

I. Patents

Patent Number	Country	Issue Date	Title
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II. Pending Patent Applications

Patent <u>Title</u>	Atty. Docket <u>Number</u>	Country	Serial Filing Number	Date	Status
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III. Patent Licenses

Patent No.	Country	Licensor	Licensee	Effective <u>Date</u>	Expiration <u>Date</u>
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SCHEDULE C**TRADEMARK COLLATERAL****I. United States Registered Trademarks**

<u>Trademark (description)</u>	<u>Grantor</u>	<u>Registration Number</u>	<u>Registration Date</u>
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II. United States Pending Trademark Applications

<u>Trademark (description)</u>	<u>Grantor</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
TECHNOLOGY POWERED BY THOUGHT	Eli Digital, Inc.	76/105854	August 9, 2000	Pending
ELI DIGITAL	Eli Digital, Inc.	76/088746	July 13, 2000	Pending
BRAIN BOX	Eli Digital, Inc.	76/105891	August 9, 2000	Pending

III. Trademark Licenses

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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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 **ELIDIGITAL, 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 (a "Guarantor") desires and have applied to Administrative Agent and the Lenders for a credit facility consisting of a term loan pursuant to which up to \$9.70 million can be borrowed from time to time; 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 each Borrower and Guarantor shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by each Borrower and Guarantor 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 each Borrower's and Guarantor's 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

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the Collateral; and

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

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the 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, as applicable) 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 a Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

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.

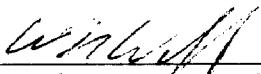
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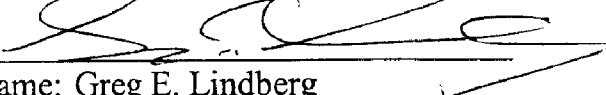
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

ELIDIGITAL, INC.

(as Grantor)

By: 
Name: *William Wofford*
Title: *Asst Secretary*

By: 
Name: Greg E. Lindberg
Title: President

[CORPORATE SEAL]

Address: 2327 Englert Drive, Suite 202
Durham, NC 27713

Telephone: (919) 544-0362

Facsimile: (919) 544-5622

[SIGNATURES CONTINUED ON NEXT PAGE]

ACKNOWLEDGMENT

STATE OF North Carolina :
 : SS
COUNTY OF Wake :

Before me, the undersigned, a Notary Public, on this 28th day of March, 2002, personally appeared Greg E. Lindberg to me known personally, who, being by me duly sworn, did say that he is the President of **ELIDIGITAL, INC.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **ELIDIGITAL, INC.** by authority of its board of directors, and the said ~~Chief Executive Officer~~ acknowledged said instrument to be his free act and deed.

Assistant Secretary

Leah P. Ball

Notary Public

My Commission Expires: 11/08/06

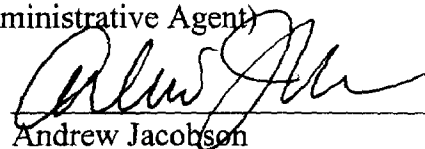
Notary Public, North Carolina
County of Wake
LEAH P. BALL
My Commission Expires 11-08-06.

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:  _____

MCG CAPITAL CORPORATION
(as Administrative Agent)

By:  _____
Name: Andrew Jacobson
Title: Managing Director

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209


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

Legal/EliResearch/ipsa

ACKNOWLEDGEMENT

STATE OF VIRGINIA :
 : SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 29th day of MARCH, 2000, personally appeared Andrew Jacobson to me known personally, who, being by me duly sworn, did say that he is a Managing Director 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 Managing Director acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: January 31, 2004

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

Copyright <u>Title</u>	Registration <u>Number</u>	Registration <u>Date</u>
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II. Pending Copyright Applications

Copyright <u>Title</u>	Application <u>Number</u>	Filing <u>Date</u>	Date of <u>Creation</u>	Date of <u>Publication</u>
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III. Unregistered Copyrights

Copyright <u>Title</u>	Date of <u>Creation</u>	Date of <u>Publication</u>	Original <u>Author/Owner</u>	Date and Recordation Number of Assignment <u>to Each</u> <u>Grantor</u>	Date of Expected Registration (if applicable)
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IV. Copyright Licenses

Copyright	Licensors	Licensee	Effective <u>Date</u>	Expiration <u>Date</u>	Subject <u>Matter</u>
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SCHEDULE B

PATENT COLLATERAL

I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
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II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
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III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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SCHEDULE C**TRADEMARK COLLATERAL****I. United States Registered Trademarks**

<u>Trademark (description)</u>	<u>Grantor</u>	<u>Registration Number</u>	<u>Registration Date</u>
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II. United States Pending Trademark Applications

<u>Trademark (description)</u>	<u>Grantor</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
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ELI DIGITAL	Eli Digital, Inc.	76/088746	July 13, 2000	Pending
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SCHEDULE C

TRADEMARK COLLATERAL

I. United States Registered Trademarks

<u>Trademark (description)</u>	<u>Grantor</u>	<u>Registration Number</u>	<u>Registration Date</u>
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II. United States Pending Trademark Applications

<u>Trademark (description)</u>	<u>Grantor</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
TECHNOLOGY POWERED BY THOUGHT	Eli Digital, Inc.	76/105854	August 9, 2000	Pending
ELI DIGITAL	Eli Digital, Inc.	76/088746	July 13, 2000	Pending
BRAIN BOX	Eli Digital, Inc.	76/105891	August 9, 2000	Pending

III. Trademark Licenses

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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