



102364064

To the Honorable Commissioner of Patents and Trademarks:

copy thereof.

1. Name of conveying party(ies): 1-16-03
 Harris Publishing Systems, L.L.C.

Individual
 General Partnership
 Corporation-State: _____
 Other

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

2. Name and address of receiving party(ies):
 Silicon Valley Bank
 3003 Tasman Drive
 Santa Clara, California 95054

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other California State Chartered Bank

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 20, 2002

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): 76/149074, 76/149202, 76/060695,
76/149045, 76/149200, 75/583205,
76/149043, 76/149044, 75/395310,
74/038079, 76/149073, 75/581947

Additional numbers attached? Yes No

B. Trademark Registration No(s):

5. Name and address of party to whom correspondence concerning document should be mailed:
 W. Christopher Matton
 Kilpatrick Stockton LLP
 3737 Glenwood Avenue, Suite 400
 Raleigh, North Carolina 27612

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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*

W. Christopher Matton
 Name of Person Signing

[Signature]
 Signature

January 15, 2003
 Date

02/11/2003 ECDOPER 00000204 76149074

01 FC:8521
02 FC:8522

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275.00 DP

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 20, 2002, and among SILICON VALLEY BANK ("Bank") and HARRIS PUBLISHING SYSTEMS, L.L.C., a Delaware Limited Liability Company (the "Grantor").

RECITALS

A. Pursuant to a Loan and Security Agreement, dated as of October 9, 2001 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement) between MediaSpan Group, Inc. ("Borrower"), which is the sole shareholder of the Grantor, Bank has agreed to make certain advances of money and to extend certain financial accommodation to Borrower (the "Loans") in the amounts and manner set forth in that certain Loan Agreement. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall guarantee the Loans and grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Guaranty Agreement, dated as of an even date, by and between Bank and Guarantor.

B. Pursuant to the terms of the Guaranty Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral and the Intellectual Property Collateral of the Grantor.

C. Bank's obligation to extend the credit facilities to Borrower under the Loan Agreement are subject, among other conditions, to receipt by Bank of this Security Agreement, duly executed by Grantor.

D. All capitalized terms used herein shall have such meaning as set forth in the Loan Agreement or the Guaranty Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Guaranty Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Grantor's obligation under the Guaranty Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

If any Copyright, Patent or Trademark application is made or registration issues to Grantor after the date hereof, within thirty (30) days of such application or receipt of such certificate, Grantor will deliver to Bank a copy of such application and certificate and an assignment for security in such Copyright, Patent or Trademark application or registration, in form reasonably satisfactory to Bank. In the event Grantor fails to take any action to maintain any Copyright, Patent or Trademark of Grantor, Bank may, in Bank's sole discretion and at Grantor's sole expense, take such action as is reasonably necessary to maintain any such Copyright, Patent or Trademark of Grantor.

This security interest is granted in conjunction with the security interests granted to Bank under the Guaranty Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Guaranty Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or the Guaranty Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Guaranty Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

HARRIS PUBLISHING SYSTEMS, L.L.C.

By: Steve Vetter
Name: STEVE VETER
Title: CEO & President

BANK:

Address:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

EXHIBIT A

Copyrights

Description
None

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description
None

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DATAJAZ	76/149,074	
INTELLISELL	76/149,202	
JAZBOX	76/060,695	
JAZSTOR	76/149,045	
NEWSJAZ	76/149,200	
NEWSMAKER	75/583,205	
SENTRY	76/149,043	
WEBJAZ	76/149,044	
AdPower	75/395,310	
CASH	74/038,079	
EPROOF	76/149,073	
NEWSMAKER CORRESPONDENT	75/581,947	
PAGETRAK	Unregistered	
DASH	Unregistered	
CONNECTIT	Unregistered	
Image Courier	Unregistered	
Xplink	Unregistered	
XP-21	Unregistered	
ADORDER	Unregistered	
NEWSMAKER TRANSPORTER	Unregistered	
NEWSFIT	Unregistered	
WEB TRANSPORTER	Unregistered	
AGATE EXPERT	Unregistered	
ADWEBSTER	Unregistered	
DATAVUE	Unregistered	