

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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02-13-2003



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

2-12-03

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

## 1. Name of conveying party(ies):

Wicks Broadcast Solutions, LLC, WBS Australia,

Wicks Broadcast Solutions Holdings, LLC

1950 Winchester Ave, Reedsport, OR 97467

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ 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: \_\_\_\_\_

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

Name: CapitalSource Finance, LLC

Internal

Address: \_\_\_\_\_

Street Address: 4445 Willard Avenue, 12th Floor

City: Chevy Chase State: MD Zip: 20815

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other Limited Liability Company

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) \_\_\_\_\_

B. Trademark Registration No.(s) 2445918; 2385285;

2,118,252; 75/526,341; and 75/545,818

Additional number(s) attached ☐ Yes ☒ No

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

Name: Christina A. Czyz

Internal Address: \_\_\_\_\_

## 6. Total number of applications and registrations involved: \_\_\_\_\_

5

7. Total fee (37 CFR 3.41).....\$ 140<sup>00</sup>-

- ☐ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

RETURN TO:

GENERAL RESEARCH CORP

1000 15<sup>TH</sup> STREET NW

SUITE 920

WASHINGTON DC 20005

DO NOT USE THIS SPACE

## 9. Signature.

Christina A. Czyz

Name of Person Signing

Signature

2/07/03

Date

Total number of pages including cover sheet, attachments, and document: 10

02/13/2003 6TON11

00000041 2445918

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 2023101 FC:8521  
02 FC:852240.00 DP  
100.00 DPTRADEMARK  
REEL: 002671 FRAME: 0630

**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgement**"), dated as of January 30, 2003, is made by **WICKS BROADCAST SOLUTIONS, LLC**, a Delaware limited liability company ("**WBS**"), **WBS AUSTRALIA, LLC**, a Delaware limited liability company ("**WBS Australia**"), and **WICKS BROADCAST SOLUTIONS HOLDINGS, LLC**, a Delaware limited liability company ("**Parent**") (WBS, WBS Australia and Parent sometimes hereinafter are referred to individually as each "**Grantor**" and collectively as "**Grantors**"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Loan Agreement described below (in such capacities, "**Secured Party**").

**RECITALS:**

A. Grantors, Secured Party and the other Lenders party thereto have entered into a certain Revolving Credit, Term Loan and Security Agreement of even date herewith (such Revolving Credit, Term Loan and Security Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "**Loan Agreement**"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to WBS and WBS Australia, a wholly-owned subsidiary of WBS, as borrowers thereunder.

B. WBS is a wholly-owned subsidiary of Parent. Parent has guaranteed the payment and performance of the obligations of Borrowers to Lenders under the Loan Agreement.

C. Pursuant to the Loan Agreement Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Loan Agreement.

D. One of the conditions precedent to the willingness of Secured Party and Lenders to execute and deliver the Loan Documents is that Grantors shall have executed and delivered this Acknowledgement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

2. **Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at

stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as "**Intellectual Property Collateral**"):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights to which it is a party, including those referred to on Schedule II hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing; and
- (ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any such Copyright; and

(c) all of its Patents, including those referred to on Schedule III hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing; and
- (ii) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any such Patent.

3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**WICKS BROADCAST SOLUTIONS, LLC**

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WBS AUSTRALIA, LLC**

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WICKS BROADCAST SOLUTIONS HOLDINGS, LLC**

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**WICKS BROADCAST SOLUTIONS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WBS AUSTRALIA, LLC**

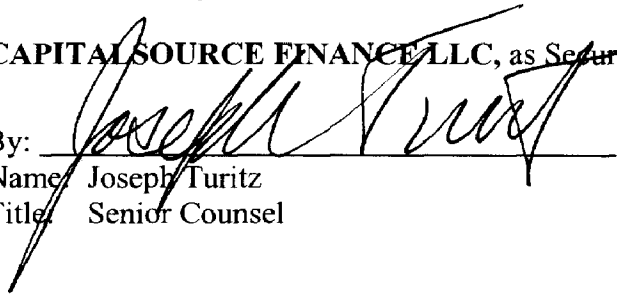
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WICKS BROADCAST SOLUTIONS HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

By:   
Name: Joseph Turitz  
Title: Senior Counsel

ACKNOWLEDGEMENT OF GRANTORS

**WICKS BROADCAST SOLUTIONS, LLC**

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) ss:

On this 23rd day of January, 2003 before me personally appeared DANIEL KORTICK, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wicks Broadcast Solutions, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Beverly S. Oppenheim-Patterson  
Notary Public

My Commission Expires:

**BEVERLY S. OPPENHEIM-PATTERSON**  
Notary Public, State of New York  
No. 41-4956882  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires October 2, 2005

**WBS AUSTRALIA, LLC**

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) ss:

On this 23rd day of January, 2003 before me personally appeared DANIEL KORTICK, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WBS Australia, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Beverly S. Oppenheim-Patterson  
Notary Public

My Commission Expires:

**BEVERLY S. OPPENHEIM-PATTERSON**  
Notary Public, State of New York  
No. 41-4956882  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires October 2, 2005

**WICKS BROADCAST SOLUTIONS HOLDINGS, LLC**

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) SS:

On this 23rd day of January, 2003 before me personally appeared DANIEL KORTICK, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wicks Broadcast Solutions Holdings, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Beverly S. Oppenheim-Patterson  
Notary Public

My Commission Expires:

**BEVERLY S. OPPENHEIM-PATTERSON**  
Notary Public, State of New York  
No. 41-4956882  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires October 2, 2005

SCHEDULE I  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Name	Registration Number	Country of Registration	Registration Date
Visual Traffic	2445918	United States	04/24/01
V.T. and graphic	2385285	United States	9/12/00
LAZ E-FORMS	2,118,252	United States	12/02/97
LAZ E-FORMS	2038749	United Kingdom	07/12/96
LAZ E-FORMS	TMA508,793	Canada	07/27/98
CONTROL TOWER	75/526,341	United States	07/27/98
CONTROL TOWER plus design	75/545,818	United States	09/01/98

B. TRADEMARK APPLICATIONS



SCHEDULE II  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Title	Registration Number	Registration Date
Broadcast Accounting System Version 2.0	TX 20993-589	01/02/91
Broadcast Traffic System Version 2.0	TX 2-993-524	01/02/91
Visual Traffic, Version 1.3	TX 4-890-345	03/08/99
Open Item Traffic and Billing	Txu47950	02/28/91
InterAcct Interactive Account	Txu45956	02/28/91
General Ledger/Accounts Payable System	Txu475957	02/28/91
Office Management/Custom Sales System	Txu465082	02/28/91
Concert Music System	Txu465084	02/28/91
Balance Forward Traffic and Billing System	Txu467099	02/28/91
Datacount Account Receivable Traffic Scheduling (DARTS)	Txu467190	01/28/80
Graphic General Ledger Rev. 2.0	Txu129350	05/03/83

B. COPYRIGHT APPLICATIONS

SCHEDULE III  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
PATENT REGISTRATIONS

- A. REGISTERED PATENTS
- B. PATENT APPLICATIONS

(891760.6)

RECORDED: 02/12/2003

TRADEMARK  
REEL: 002671 FRAME: 0639