

Form PTO-1594
(Rev. 10/02)
OMB No. 0851-0027 (exp. 8/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. 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.

1. Name of conveying party(ies):

STG Media, LLC
126 W. International Speedway Blvd.
Daytona Beach, FL 32114

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

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

3. Nature of conveyance:

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

Execution Date: 10/03/2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: _____

Street Address: 2325 Lakeview Parkway, Ste 700

City: Alpharetta State: GA Zip: 30004

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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) 76/178715, 76/179046
78/160907, 78/151240

B. Trademark Registration No.(s) 2475669, 2472861
2485202, 2623168, 2529302, 2494142

Additional number(s) attached ☒ Yes ☐ No

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

Name: Elizabeth Ann Morgan

Internal Address: _____

Hunton & Williams LLP

Street Address: Bank of America Plaza,
Suite 4100, 600 Peachtree Street

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: _____

14

7. Total fee (37 CFR 3.41).....\$ 365.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

083436

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Ann Morgan
Name of Person Signing


Signature

Oct 23, 2003
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$365.00 083436 76178715

700049391

TRADEMARK
REEL: 002735 FRAME: 0650

Recordation Form Cover Sheet

Continuation of Item Four

Conveying Parties: STG Media LLC

Receiving Parties: General Electric Capital Corp.

2539067

2526591

1475333

2756799

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made and entered into as of October 3, 2003, by and between STG Media, L.L.C., a Florida limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (as amended, modified or supplemented from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans to Grantor and the other Borrowers party thereto; and

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Borrowers' Security Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the "Security Agreement"), made by Borrowers in favor of Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

"Grantor":

STG MEDIA, L.L.C.

By: BLACK CROW MEDIA GROUP, LLC,
Manager

By: 
Name: J. Michael Linn
Title: President

Address:
c/o Black Crow Media Group, LLC
126 W. International Speedway Blvd.
Daytona Beach, FL 32114

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

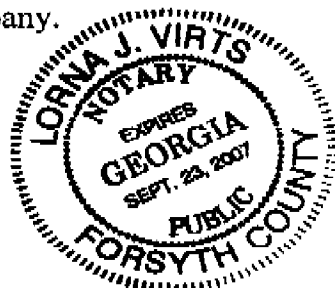
By: _____
Name: Stephen W. Hipp
Title: Duly Authorized Signatory


Address:
2325 Lakeview Parkway, Suite 700
Alpharetta, Georgia 30004
Attention: Black Crow Account Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA)
COUNTY OF FULTON)

On this 3rd day of October, 2003 before me personally appeared J. Michael Linn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BLACK CROW MEDIA GROUP, LLC, a Florida limited liability company ("Black Crow"), Manager of STG MEDIA, L.L.C., a Florida limited liability company, who being by me duly sworn did depose and say that he is the authorized President of Black Crow, that the said instrument was signed on behalf of STG Media, L.L.C., as authorized by its Manager and that he acknowledged said instrument to be the free act and deed of said limited liability company.




Notary Public

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

"Grantor":

STG MEDIA, L.L.C.

By: BLACK CROW MEDIA GROUP, LLC,
Manager

By: _____

Name: J. Michael Linn

Title: President

Address:

c/o Black Crow Media Group, LLC
126 W. International Speedway Blvd.
Daytona Beach, FL 32114

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: Stephen W. Hipp

Name: Stephen W. Hipp

Title: Duly Authorized Signatory

Address:

2325 Lakeview Parkway, Suite 700
Alpharetta, Georgia 30004
Attention: Black Crow Account Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA)
COUNTY OF FULTON)

On this ____ day of September, 2003 before me personally appeared J. Michael Linn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BLACK CROW MEDIA GROUP, LLC, a Florida limited liability company ("Black Crow"), Manager of STG MEDIA, L.L.C., a Florida limited liability company, who being by me duly sworn did depose and say that he is the authorized President of Black Crow, that the said instrument was signed on behalf of STG Media, L.L.C., as authorized by its Manager and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

United States Patent and Trademark Office

Mark	Country	Status	Serial No.	Registration No.	Registration Date
BIG TOYS FOR BIG BOYS	U.S.	Registered		2475669	August 7, 2001
A99 DESIGN	U.S.	Registered		2472861	July 31, 2001
YOUR RIDE IS HERE	U.S.	Registered		2485202	September 4, 2001
ROCKET 95.FM	U.S.	Pending	76/178715		
R ROCKET 95.1 DESIGN	U.S.	Registered		2623168	September 24, 2002
ROCKET 95.1	U.S.	Registered		2529302	January 15, 2002
WRTT 95.1 THE ROCKET	U.S.	Registered		2494142	October 2, 2001
STARLIGHT CAFÉ	U.S.	Registered		2539067	February 19, 2002
WAHR STAR 99	U.S.	Registered		2526591	January 8, 2002
STAR 99.FM	U.S.	Pending	76/179046		
WAHR	U.S.	Registered		1475333	February 2, 1988
FAMILY FEST (and design)	U.S.	Pending	78/160907		
FAMILY FEST	U.S.	Pending	78/151240		
www.ROCKET951.FM	U.S.	Registered		2756799	August 26, 2003