

05-23-2003

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

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

1. Name of conveying party(ies): Rising Tide Studios LLC 307 West 36th Street, 10th Floor New York, NY 10018-6403

5-7-03

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other a Delaware 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: April 10, 2003

2. Name and address of receiving party(ies) Name: MCG Capital Corporation

Internal Address:

Street Address: 1100 Wilson Boulevard City: Arlington State: VA Zip: 22209

- 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) SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE A

Additional number(s) attached Yes No

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

Name: Richard Roel

Internal Address: c/o O'Melveny & Myers LLP

Street Address: 30 Rockefeller Plaza 24th Floor

City: New York State: NY Zip: 10112

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- 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. 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.

Richard Roel Name of Person Signing

Richard Roel Signature

4/28/03 Date

Total number of pages including cover sheet, attachments, and document: 4

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

05/22/2003 LNUELLER 00000136 76018553

01 FC:8521 40.00 OP 02 FC:8522 100.00 OP

Schedule A

Owner	Trademark	Serial Number / Registration Number
1. Rising Tide Summit	Registered	R2593605
2. Silicon Alley 100	Registered	R2590046
3. Digital Coast Reporter	Pending	76-018553
4. Silicon Alley Reporter	Pending	76-018560
5. Digital Coast 100	Pending	76-018564
6. International Network		
7. Silicon Alley Year		
8. Silicon Alley Daily		
9. Digital Coast Year		
10. Digital Coast Daily		
11. DigitalCoastWeekly		
12. Rising Tide Summit		
13. Rising Tide		
14. Rising Tide, LLC		

ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND TRADE NAMES

RISING TIDE STUDIOS LLC, a Delaware limited liability company ("Assignor"), for valuable consideration to it in hand paid, receipt of which is hereby acknowledged, by these presents does hereby assign, transfer and convey unto MCG CAPITAL CORPORATION, a Delaware corporation ("Assignee"), with its principal office at 1100 Wilson Boulevard, Arlington, Virginia 22209 and its successors and assigns, the entire right, title and interest of Assignor in and to all trademarks, service marks and trade names of, or used in connection with any of the business and/or operations operated by, Rising Tide Studios LLC and/or its predecessor Rising Tide Studios Limited, and transferred to Assignee pursuant to a certain Acceptance of Collateral Agreement, dated as of April , 2003 among Assignor, Assignee and Rising Tide Holdings LLC including without limitation, the trademarks and service marks registered, or the subject of application for registration, in the United States Patent and Trademark Office, and/or set forth on Schedule A annexed hereto, together with any and all renewals of any of the foregoing, along with any and all claims for past infringement, and the right to initiate suit and obtain damages and attorney's fees and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation whether prior to or subsequent to the date hereof, of any of such trademarks and service marks, or of any proprietary or other rights in any of such trademarks and service marks, together with the good will of the business symbolized by such trademarks and service marks (the "IP").

Assignor makes no representations or warranties with respect to the IP conveyed to Assignee except for such representations and warranties with respect thereto as set forth in the Acceptance of Collateral Agreement among the Assignor, Assignee and Rising Tide Holdings LLC, dated as of the date hereof.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor shall promptly, upon the request of Assignee, execute each other instrument of assignment, transfer and conveyance as Assignee may reasonably request to permit Assignee to record the assignment made by this instrument.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed as of April 10, 2003.

RISING TIDE STUDIOS LLC

Name:
Title:



