

Form PTO-1594  
(Rev. 10/02)

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

### 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):  
STAMATS BUILDINGS MEDIA, INC.

Individual(s)                       Association  
 General Partnership            Limited Partnership  
 Corporation-State IOWA  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: DEBORAH L. NAPIER  
Internal  
Address: \_\_\_\_\_  
Street Address: 59 HIGHLAND STREET  
City: PORTLAND State: ME Zip: 04103  
 Individual(s) citizenship UNITED STATES  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement            Change of Name  
 Other Record to add omitted security interest to Security Agreement recorded 1/7/04 at Reel/Frame 002774/7  
 Execution Date: 12/10/2003

4. Application number(s) or registration number(s): 0283  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_  
 Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) \_\_\_\_\_  
2,203,384 2,633,675 2,635,145  
 \_\_\_\_\_


5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Robert W. Hoke  
 Internal Address: Shuttleworth & Ingersoll, PLC  
P.O. Box 2107  
 \_\_\_\_\_  
 Street Address: 115 3rd Street SE, Suite 500  
 \_\_\_\_\_  
 City: Cedar Rapids State: IA Zip: 52406

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: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
Robert W. Hoke                                            01/08/2004  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 12  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

OP \$90.00 2203384

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**01/07/2004**  
**900004152**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stamats Buildings Media, Inc.		12/10/2003	CORPORATION: IOWA

**RECEIVING PARTY DATA**

<b>Name:</b>	DKNA Multimedia, LLC
<b>Street Address:</b>	59 Highland Street
<b>City:</b>	Portland
<b>State/Country:</b>	MAINE
<b>Postal Code:</b>	04103
<b>Entity Type:</b>	LTD LIAB JT ST CO: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2203384	ARCHI-TECH
Registration Number:	2635145	EXPO-TECH
Registration Number:	2633675	ARCHI-TECH RESIDENTIAL

**CORRESPONDENCE DATA**

**Fax Number:** (319)365-8443  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 319-365-9461  
**Email:** deanna@shuttleworthlaw.com  
**Correspondent Name:** Robert W. Hoke  
**Address Line 1:** 115 3rd Street SE, Suite 500  
**Address Line 2:** P.O. Box 2107  
**Address Line 4:** Cedar Rapids, IOWA 52406

**NAME OF SUBMITTER:** Robert W. Hoke

Total Attachments: 11  
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SUBORDINATED SECURITY AGREEMENT

This Security Agreement (the "Agreement") is made as of this \_\_\_ day of December, 2003, by and between Stamats Buildings Media, Inc., a corporation duly organized and existing under the laws of the State of Iowa, with a place of business at 615 Fifth Street S.E., Cedar Rapids, Iowa (the "Debtor"); and Deborah L. Napier and DKNA Multimedia, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, both with an address of 59 Highland Street, Portland, Maine (collectively, the "Secured Party").

1. **Definitions.** When initially capitalized in this Agreement, the following words and terms shall have the following meanings:

A. "Collateral" shall mean all of the following:

All of the "Transferred Assets" as defined and identified in a certain Asset Purchase Agreement, dated November 19, 2003, by and between Debtor and Secured Party, including the following:

a. **The Magazines.** All rights to publish ArchiTech and ArchiTech Residential (collectively, the "Magazines"), and all subscription contracts and contracts on file for advertising in future issues of the Magazines which were not yet closed for advertising sales as of November 19, 2003.

b. **Circulation Databases.** All rights to the circulation databases of each Magazine (the "Circulation Databases").

c. **Trademarks.** All of the Debtor's rights in the names and trademarks associated with the Magazines, including without limitation the names, "ArchiTech" (Supplemental Reg. No. 2,203,384), "ArchiTech Residential" (Supplemental Reg. No. 2,633,675), and "ExpoTech" (Principal Reg. No. 2,635,145) (the "Trademarks").

d. **Web Sites.** All of Debtor's interest in the web sites and all related URLs for www.architechmag.com and www.architechresidential.com, (the "Web Sites").

e. **Copyrights.** All of Debtor's interest in the common law copyrights associated with the Transferred Assets (the "Copyrights").

f. **Other Intangible Property.** All of Debtor's rights in other intangible assets that are related to the Magazines or Debtor's other assets, including without limitation, advertising prospects, customer lists, production files, editors' files, marketing materials, all prepaid advertising and prepaid expenses, and goodwill (the "Other Intangible Property").

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g. **Other Assets.** All of Debtor's rights in other business assets related to the above, including without limitation, furniture, office equipment, inventory and supplies (the "Other Assets").

The term "Collateral" also includes (i) all information, documents and Records, now or hereafter owned, possessed, controlled or created by or on behalf of the Debtor, relating to, evidencing, describing, or otherwise containing information pertaining to any items that are otherwise Collateral, as well as any property or medium containing, or which is necessary to access, the same, and all rights necessary to access such information, documents and Records; (ii) all moneys, securities and other property of the Debtor in which the Secured Party has a lien or security interest, and all proceeds thereof, if any; (iii) any and all additions, substitutions, accessions, parts, acquisitions, accessories and replacements of or to any item that is otherwise Collateral, or that may be added to, attached to or incorporated with, (whether or not identifiable or separable from), any item that is otherwise Collateral; (iv) all Proceeds and Products of any item that is otherwise Collateral, including, without limitation, whatever is received upon the sale, exchange, lease, or other disposition of any such item, and insurance proceeds; and (v) all guarantees of, security for, and each Supporting Obligation for, any item that is otherwise Collateral.

B. "Commercial Tort Claim" shall mean "commercial tort claim" as defined in Article 9 of the Iowa Uniform Commercial Code as that Code is effective on the date of this Agreement, and shall include only the following such claim(s): None.

C. "General Intangible" shall include "general intangible" (including "payment intangible") as defined in Article 9 of the Iowa Uniform Commercial Code, as that Code is effective on the date of this Agreement. To the extent not excluded from the definition of "general intangible" contained in Article 9, as used in this Agreement, the term shall also include all personal property of the Debtor, including things in action, software, and payment intangibles, other than accounts, chattel, paper, commercial tort claims, deposit accounts, documents, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas and other minerals before extraction. To the extent not excluded from such definition of "general intangibles" contained in Article 9, the term shall also include contracts, contract rights, termination rights, rights to payment, all rents and profits, rights to tax and other refunds, licenses, all rights as an unpaid vendor or lienor (including the rights of stoppage in transit, replevin and reclamation), patents, trademarks, trade names, trade secrets, good will, customer lists, business records, franchises and franchise rights, and, to the extent not constituting goods, computer programs and software, as well as all supporting information provided in connection with a transaction relating to the programs or software.

D. "Jurisdiction" shall mean "jurisdiction" as that term is used in Iowa Code §554.9307 on the date of this Agreement.

E. "Obligations" shall mean the \$813,577.46 Promissory Note of even date herewith from Debtor to Secured Party.

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Any term that is defined in the Iowa Uniform Commercial Code and that is not otherwise defined in this Agreement (including, but not limited to, the terms "Equipment", "Goods" "Proceeds" and "Purchase Money Security Interest") shall have the meaning as defined or used in Article 9 of the Iowa Uniform Commercial Code, and, if not defined in that Article, then as defined or used in any other portion of the Iowa Uniform Commercial Code, as that Article or Code is effective on the date of this Agreement. References in this Agreement to the parties hereunder shall refer to them in their corporate or individual capacities as the case may be, the singular shall include the plural and the male gender shall include the female and the neuter. The captions and headings contained in this Security Agreement are for convenience only and shall not be taken into account in construing the meaning of this Security Agreement or any part thereof.

2. Grant of Security Interest. For valuable consideration, the receipt of which is hereby acknowledged, Debtor hereby grants to the Secured Party a security interest in all Collateral to secure all of the Obligations. The grant of this security interest is subject to the terms and conditions of a certain Subordination Agreement dated as of December 10, 2003, among the Debtor, the Secured Party and Wells Fargo Bank, N. A.

The granting of a security interest in Proceeds, and acceptance of Proceeds by the Secured Party, shall not constitute Secured Party's consent to, or authorization of, the sale, encumbrance, transfer, license, lease, or other disposition of Collateral, and the Debtor shall not sell, encumber, transfer, lease or otherwise dispose of any Collateral without the prior written consent of the Secured Party, except that tangible personal property that constitutes Collateral may be sold without such consent.

3. Debtor's Warranties, Representations and Obligations With Respect to the Collateral. Debtor hereby makes the following representations and warranties to the Secured Party, assumes the following obligations and agrees to perform the following acts, in addition to any other representations, warranties, obligations or duties contained herein or prescribed by the Iowa Uniform Commercial Code, all of which are incorporated herein by reference and as the same may be amended or supplemented hereafter:

A. The Collateral has been and will be bought, acquired, manufactured, used and accrued exclusively for business or commercial use and not for consumer use. Said Collateral is now and shall hereafter be kept only at the locations identified in Exhibit A to this Agreement, and any real estate or premises owned or leased by Debtor adjacent thereto. Debtor shall not remove the Collateral from said locations, without the prior written consent of the Secured Party. At all reasonable times, Debtor shall permit the Secured Party to inspect any of the Collateral.

B. Debtor is, or, to the extent that such Collateral is first acquired by the Debtor after the date of this Agreement, will at the time of Debtor's acquisition of the same be, and will throughout the term of this Agreement be, the sole and lawful owner of the Collateral free from all security interests, pledges, liens, encumbrances, claims and interests, except for any permitted encumbrances explicitly listed in Exhibit A to this Agreement. Except as to permitted encumbrances explicitly listed in Exhibit A to this Agreement, no financing statement covering, or purporting to cover, the Collateral or its proceeds is, or shall, while this Agreement remains

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outstanding, be on file in any public office. Upon demand, Debtor shall furnish further assurance of title. Debtor shall defend the Collateral against the claims and demands of all parties, other than any permitted encumbrances explicitly referenced in Exhibit A to this Agreement.

C. At the request of the Secured Party, Debtor agrees to execute any further instrument in form reasonably satisfactory to the Secured Party and to pay all filing and other costs necessary or desirable to perfect and continue the Secured Party's security interest in the Collateral. If the Collateral or any part of it is or becomes property for which a certificate of title is issuable under any federal laws or the laws of any state, Debtor will cause a statement of the Secured Party's security interest to be noted on the certificate of title. If possession of the Collateral or any document relating to the Collateral is necessary to perfect the Secured Party's security interest therein, then Debtor agrees to put the Secured Party into possession of said Collateral or document.

D. Debtor shall, in the use of the Collateral, comply with all necessary and appropriate local, state and federal ordinances, statutes and laws and, if required by law, will keep the Collateral duly licensed and registered. When reasonably requested to do so by the Secured Party, Debtor shall provide the Secured Party with proof of compliance with these requirements.

E. Debtor will maintain the Collateral in good condition and repair, and will not waste, destroy or substantially change the Collateral or any part of it, other than in the ordinary course of business. Except as the Secured Party otherwise agrees in writing, the Collateral shall remain personal property at all times and the Debtor will not affix any of the Collateral to any real property in any manner that would change its nature from that of personal property to real property or to a fixture.

F. Debtor will pay promptly when due all taxes and assessments upon the Collateral, or for its use or operation.

G. Debtor shall immediately notify the Secured Party in writing of any seizure of, levy upon, loss of possession of, destruction of or damage to the Collateral, or any part of the Collateral, and shall also immediately notify the Secured Party of the occurrence of any default under the terms of this Agreement. To the extent it obtains knowledge, Debtor shall also immediately notify the Secured Party of any event or facts that, would affect the perfection or priority of any security interest granted to the Secured party in this Agreement.

H. Upon closing, Debtor will promptly file the required financing statement with the Iowa Secretary of State, and provide Secured Party with proof of such filing. At Secured Party's request, Debtor will assist with additional filings, if any are appropriate or necessary.

I. Debtor shall at all times create and maintain accurate books and Records regarding the Collateral. The Debtor shall permit the Secured Party to examine all such Records and all supporting materials, data and information at reasonable times upon reasonable request of the Secured Party at the business premises of the Debtor, or at such other location as Secured Party may reasonably request.

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4. Insurance; Risk of Loss. The risk of loss of the Collateral is on Debtor. Debtor shall maintain insurance coverage upon the Collateral against risks customarily insured against by Debtor, against risks customarily insured against by companies engaged in business similar to that of Debtor, and against all other risks reasonably requested by the Secured Creditor. Coverage shall be in such amounts as the Debtor reasonably determines is necessary in accordance with sound business practices. Debtor will insure the Collateral with companies licensed to do business in the State of Iowa in accordance with its past practices and consistent with standards in the industry in which Debtor is engaged. Upon request, Debtor shall furnish the Secured Party with proof of insurance. No insurance policy may be cancelled unless thirty (30) days' prior written notice is provided to the Secured Party.

5. Intentionally Omitted.

6. Debtor's Warranties, Representations and Obligations With Respect to the Debtor. Debtor hereby makes the following representations and warranties to the Secured Party, assumes the following obligations and agrees to perform the following acts:

A. The Debtor's exact legal name is as set forth in the first paragraph of this Agreement.

B. The Debtor is an Iowa corporation, and has duly filed articles of incorporation with the Iowa Secretary of State. Its Chief Executive Office is located in Cedar Rapids, Iowa.

C. While this Agreement remains in effect the Debtor shall not, without at least thirty (30) days' prior written notice to Secured Party: (i) change its name, (ii) change its state of incorporation, or (iii) change the location of its Chief Executive Office.

D. The execution, delivery and performance of this Agreement and of the Obligations are within the legal powers of the Debtor, have been duly authorized by all necessary actions of the Debtor and the Debtor's members, stockholders, directors and/or officers, and do not contravene the organizational documents of the Debtor or any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound.

7. Costs and Expenses. Debtor agrees to pay the reasonable expenses, whether incurred in or out of court, and whether incurred before or after default, including, but not limited to, reasonable attorney's fees and costs, which the Secured Party reasonably incurs in connection with the satisfaction of the Obligations, or the administration, supervision, preservation, protection of or the realization upon any Collateral.

8. Secured Party's Rights and Remedies – Generally. The Secured Party shall have all the rights and remedies granted a secured party under the Iowa Uniform Commercial Code, as amended or supplemented hereafter, and, in addition thereto, all the rights and remedies granted under the terms of this Agreement or any other Agreement by which the Debtor is bound. The Secured Party may exercise any or all of its rights and remedies separately, cumulatively, successively or simultaneously.



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9. Default. In addition to the other events of default set forth in this Agreement, Debtor shall be in default of this Agreement upon the occurrence of any of the following events:

- A. Failure to make a payment to the Secured Party as required by the terms of this Agreement or the terms of any of the Obligations;
- B. Breach of any other term, covenant, representation, promise, warranty or condition contained in, or made in connection with, this Agreement or in any Obligation, which breach is not cured within thirty (30) days of written notice thereof;
- C. The occurrence of any other default under the terms of any of the Obligations;
- D. Material loss, theft, damage or destruction to all or any part of the Collateral, which is not repaired or replaced to the reasonable satisfaction of the Secured Party within a reasonable time, not to exceed ninety (90) days of the occurrence thereof, or for which adequate insurance proceeds payable to the Secured Party are not received by the Secured Party within such reasonable period;
- E. The voluntary or involuntary transfer of any right, title or interest of Debtor in all or any part of the Collateral other than in the ordinary course of business, or the creation of a security interest or other voluntary or involuntary encumbrance thereon; other than a security interest to the Creditors referred to in Exhibit A.
- F. By or to the Debtor or any other party liable upon any of the Obligations: (i) dissolution, winding up of the affairs of, complete or partial liquidation, transfer of the voting stock of (in whole or in part), suspension of business, termination of existence, insolvency in any sense, failure to generally pay debts as they become due; (ii) appointment of, or taking possession by, a receiver, trustee, assignee, bailee, creditor or other custodian of substantially all of the property of Debtor, if such appointment or taking is not terminated, dismissed, vacated or released within thirty (30) days after such appointment or taking; (iii) commencement of any kind of voluntary or involuntary bankruptcy, insolvency, or dissolution proceeding by or against the Debtor if such proceeding is not dismissed within thirty (30) days after its filing or commencement; or (iv) attachment, trustee process, lien, levy or similar action or any combination thereof against any substantial portion of the property of, or if such attachment, trustee process, lien and levy are not wholly terminated and released within thirty (30) days after their respective occurrence;

10. Consequences of Default.

- A. Upon the occurrence of a default under the terms of this Agreement, and at any time thereafter while such default continues: (i) the Secured Party may declare all amounts outstanding under the terms of any, some or all of the Obligations to be immediately due and payable; (ii) the Secured Party may pursue any remedy available at law (including, but not limited to, those remedies available under the Iowa Uniform Commercial Code), or in equity, to collect, enforce, or satisfy any Obligations then owing, whether by acceleration or otherwise; (iii)

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the Secured Party may take possession of the Collateral, and, without being liable for trespass or breach of peace, may enter upon any premises where Collateral may be situated and take possession and remove all or any part of said Collateral; (iv) the Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties, and it is agreed that Debtor's place of business at 615 Fifth St. S.E., Cedar Rapids, Iowa is a convenient location for such purpose and that the Secured Party may elect to store such Collateral at Debtor's place of business pending further disposition of it; and (v) in addition, to any other remedies that it may have, the Secured Party may: (a) file suit and obtain judgment, and, in connection with any action, Secured Party may seek any ancillary remedies provided by law or in equity, including levy of attachment and garnishment, and appointment of a receiver; (b) take possession of any Collateral if not already in its possession without demand and without legal process; and (c) with or without taking possession, sell, lease, or otherwise dispose of Collateral at a public or private sale, or otherwise, in accordance with the provisions of Iowa Uniform Commercial Code.

B. Secured Party may, but shall have no obligation to, clean up, repair or otherwise prepare the Collateral for sale, lease or other disposition, and any failure to do so will not be considered to adversely impact the commercial reasonableness of any sale or other disposition of the Collateral. Secured Party may comply with any applicable requirements of law in connection with a disposition of Collateral and such compliance will not be considered to adversely affect the commercial reasonableness of any sale or other disposition of Collateral. Secured Party may sell Collateral without giving any warranties as to the same and may specifically disclaim any warranties of title or the like. Failure to give or disclaimer of any warranties shall not be considered to adversely affect the commercial reasonableness of any sale or other disposition of Collateral. If Secured Party sells or otherwise disposes of any of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser or other party to whom the disposition of the Collateral is made that are actually received by the Secured Party for application to the principal portion of such credit balance.

11. Notices. All notices, requests and other communications hereunder shall be in writing and shall be considered given when mailed by certified mail, postage prepaid, or delivered by hand or by a nationally recognized overnight courier, or received by facsimile transmission at the address or telefax numbers specified below or at such other address and/or telefax numbers as such party shall have specified by written notice given to all other parties in the manner herein provided:

Secured Party:	59 Highland Street Portland, Maine 04103 Fax: (207) 761-5921
Debtor:	615 Fifth St. S.E. Attn: Rich Hanson Cedar Rapids, IA 52406-1888 Fax: (319) 365-5421

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**12. Miscellaneous.**

A. To the full extent permitted by law, Debtor waives any right to receive, or the Secured Party to provide, any notice of default, presentment, demand, protest, notice of dishonor, or notice of repossession, as to any instrument (whether negotiable or otherwise), agreement, property, or Obligation.

B. No waiver or release by the Secured Party of any of its rights hereunder shall be effective unless contained in a writing signed by the Secured Party and, in particular, and without limitation, the following shall not constitute a waiver or release of any right or remedy, or of any default, by the Secured Party, or evidence of the same: (i) acceptance by Secured Party of a partial or late payment, or of other partial or late performance of any obligation; (ii) the failure of the Secured Party to exercise a right or remedy available to it; (iii) delay by the Secured Party in exercising any right or remedy available to it; and (iv) exercise by the Secured Creditor of some, but not all, of the rights or remedies available to it. Any actual waiver or release of a right or remedy, or of a default, by the Secured Creditor shall not constitute a waiver or release of any other rights, remedies or defaults, of the right or remedy as it may apply on another occasion, or of any other or subsequent default of the same or of a different nature.

C. The Secured Party shall have no obligation to marshal any assets in favor of Debtor, or against or in payment of any of the Obligations or any other obligation owed to the Secured Party by the Debtor or any other party.

D. This Agreement, together with the Promissory Note, the Asset Purchase Agreement between the parties, and the Subordination Agreement, is the entire agreement of the Debtor and the Secured Party concerning its subject matter and any modification to this Agreement must be made in writing and signed by the party adversely affected by the same.

E. No party to this Agreement shall be discharged from the obligations secured hereby, or from the terms of this Security Agreement, by any extension of time, additional advances, notes, renewals or extensions of any note, the taking of further security, releasing security, extinguishment of any security interest as to all or any part of the Collateral, the fact that the balance of any amounts due to the Secured Party under the terms of the Obligations is at any time reduced to zero (so long as neither party has terminated this Security Agreement by written notice to the other party; provided, however, that any such termination shall be effective only when all amounts owed to Secured Party under the terms of the Obligations have been paid in full and Secured Party has no further obligation to make advances to or for the benefit of the Debtor, to sell property or services to the Debtor, to finance the acquisition of property or services by the Debtor, or to enter into any further transactions with the Debtor).

F. If any of the provision of this Agreement is found to be void, invalid, ineffective or unenforceable by a court or panel of arbitrators, or any governmental body, of competent jurisdiction, the other provisions shall continue in full force and effect, and Debtor shall continue to be liable under this Agreement to that extent.

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G. This Agreement shall inure to the benefit of, shall be binding upon, the heirs, successors and assigns of each of the parties hereto, and shall also bind all parties who become bound as a debtor under this Agreement. However, Secured Party does not consent to any assignment by Debtor. Secured Party may assign its rights and interests under this Agreement, in whole or in part, at any time or from time to time. If Secured Party makes such an assignment, Debtor shall render performance under this Agreement to the assignee.

H. Intentionally Omitted.

I. As to the obligations of each party hereunder to perform its warranties, obligations, undertakings and rights hereunder, time is of the essence.

J. Upon payment in full of the Obligations, Secured Party shall release any and all interest it has in the Collateral, including the execution of any UCC termination statements as may be reasonably requested by Debtor.

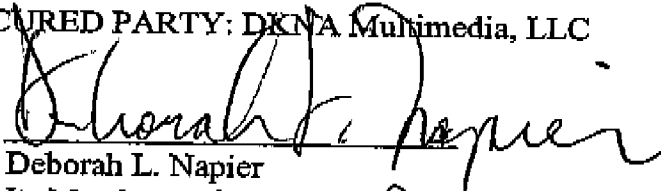
**Notwithstanding any provision in this Security Agreement to the contrary, Secured Party's rights under this Security Agreement are subject to the terms of the Asset Purchase Agreement, the Promissory Note described in the Asset Purchase Agreement, and the Subordination Agreement, dated December 2003, by and between the Secured Party, Debtor, and Wells Fargo Bank, N.A.**


IN WITNESS WHEREOF, the Debtor and the Secured Party hereunder affix their signatures as of the date set forth above.

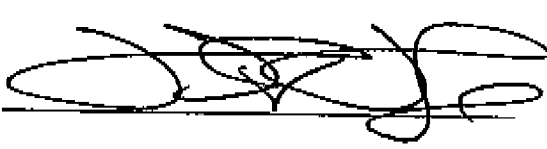
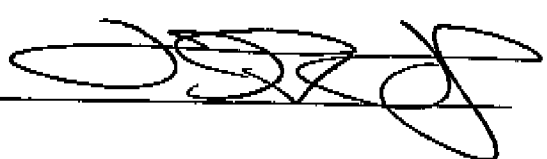
DEBTOR: Stamats Buildings Media, Inc.

By: \_\_\_\_\_  
Timothy J. Fixmer  
Its President and COO

SECURED PARTY: DKNA Multimedia, LLC

By:   
Deborah L. Napier  
Its Member

  
Deborah L. Napier

\_\_\_\_\_  
  


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EXHIBIT A

The Collateral shall include all property described as "Collateral" in § 1(A) of the Agreement and no encumbrances are permitted thereon, except for any security interest in that Collateral now or hereafter granted to Wells Fargo Bank, N. A. or any of its affiliates. The Debtor shall keep the Collateral at the following location(s):

615 Fifth St. S.E.  
Cedar Rapids, IA 52406-1888

59 Highland Street  
Portland, Maine 04103

Collateral that is not kept at the above locations shall also, however, remain subject to this Agreement.

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G. This Agreement shall inure to the benefit of, shall be binding upon, the heirs, successors and assigns of each of the parties hereto, and shall also bind all parties who become bound as a debtor under this Agreement. However, Secured Party does not consent to any assignment by Debtor. Secured Party may assign its rights and interests under this Agreement, in whole or in part, at any time or from time to time. If Secured Party makes such an assignment, Debtor shall render performance under this Agreement to the assignee.

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Notwithstanding any provision in this Security Agreement to the contrary, Secured Party's rights under this Security Agreement are subject to the terms of the Asset Purchase Agreement, the Promissory Note described in the Asset Purchase Agreement, and the Subordination Agreement, dated December 2003, by and between the Secured Party, Debtor, and Wells Fargo Bank, N.A.

IN WITNESS WHEREOF, the Debtor and the Secured Party hereunder affix their signatures as of the date set forth above.

DEBTOR: Stamats Buildings Media, Inc.

By:   
Timothy J. Fixmer  
Its President and COO

SECURED PARTY: DKNA Multimedia, LLC

By: \_\_\_\_\_  
Deborah L. Napier  
Its Member

\_\_\_\_\_  
Deborah L. Napier

10 December 2003

\_\_\_\_\_

\_\_\_\_\_