

07-18-2003

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To the Honorable Commissioner of Patent

102500514

1. Name of conveying Party(ies):
Fawcette Technical Publications, Inc. **7-15-03**

- Individual(s)
- General partnership
- Corporation-State DE
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 30, 2003

2. Name and address of receiving Party(ies)

Name: MCG Capital Corporation

Internal Address: Suite 3000

Street Address: 1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State DE
- 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

OFFICE OF PUBLIC RECORDS
2003 JUL 15 AM 1:08
FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/391,013 (ASPLIVE!)
76/391,011 (C#LIVE!)
76/390,894 ((SPLLIVE!))

B. Trademark Registration No's

2,069,576 (LIZARD DESIGN)
2,124,959 (THUNDER LIZARD PRODUCTIONS)
2,225,805 (VBITS)
2,104,424 (INTERACTIVE DEVELOPER)
2,058,462 (INTERACTIVE DEVELOPER)
2,538,157 (VSLIVE!)

Additional numbers attached? Yes No

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

Name: MCG Capital Corporation

Internal Address: Suite 3000

Street Address:
1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

6. Total Number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41):.....\$ 240.00

- 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. State 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.

Dana E. Stern
Name of Person Signing

July 14, 2003
Date

Total number of pages including this cover sheet and any attachments: 24

07/17/2003 LMEILLER 00000115 76391013

01 FC:6521 40.00 DP
02 FC:6522 240.00 DP

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of June 30, 2003, by **FAWCETTE TECHNICAL PUBLICATIONS, INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG CAPITAL CORPORATION (including any successor, participant, assignee or transferee thereof, "Lender").

RECITALS

WHEREAS, Grantor and certain related entities (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Lender for a credit facility consisting of a \$12,000,000 senior secured credit arrangement and a \$4,000,000 senior subordinated credit arrangement (after the conversion of \$3,192,172 of senior subordinated indebtedness to equity); and

WHEREAS, pursuant to that certain Second Amended and Restated Credit Facility Agreement by and among Borrowers and Lender dated as of June 30, 2003 (as may be amended from time to time, "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Security Agreement by and among Borrowers and Lender dated as of September 15, 1999 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Lender; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Lender for purposes of securing the obligations to Lender under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lender pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Lender hereby agree as follows:

1. Grant. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

Notwithstanding the terms of this Section 1, the security interest in Grantor's interest in licenses shall not apply to any license to the extent that each of the following characteristics are satisfied with respect thereto: (i) it either (I) exists on the date hereof, or (II) is a Material Contract entered into after the date hereof in accordance with the standards under Section 5.16 of the Credit Agreement, or (III) is not a Material Contract, and (ii) its existence has been disclosed to Lender to the extent it is a Material Contract, and (iii) it expressly prohibits the granting of a security interest in Grantor's interest therein, and (iv) such prohibition is enforceable under applicable law.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Lender.

4. Power of Attorney. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion regardless of whether a Default or Event of Default is occurring:

(a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

Grantor also hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion after the occurrence and during the continuance of a Default or an Event of Default, to take any other action and to execute any other instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions:

(a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Lender (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Lender to evidence such termination.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and

the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

**FAWCETTE TECHNICAL
PUBLICATIONS, INC. (Grantor)**

By: _____

Name: Patrieta J. Cameron-Loyd

By: _____

Name: James E. Fawcette

Title: President

[CORPORATE SEAL]

Address: 913 Emerson Street
Palo Alto, CA 94301

Telephone: (650) 833-7100

Facsimile: (650) 853-0230

WITNESS:

**MCG CAPITAL CORPORATION
(Lender)**

By: _____

By: _____

Jon A. Slabaugh, Managing Director

Address: 1100 Wilson Blvd.
Suite 3000
Arlington, VA 22209

Telephone: (703) 247-7500

Facsimile: (703) 247-7505

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

**FAWCETTE TECHNICAL
PUBLICATIONS, INC. (Grantor)**

By: _____
Name: _____

By: _____
Name: James E. Fawcette
Title: President

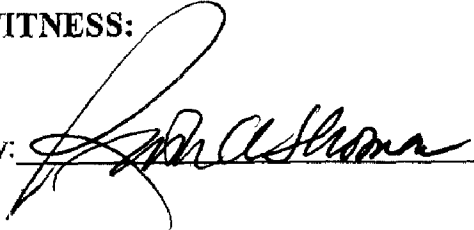
[CORPORATE SEAL]

Address: 913 Emerson Street
Palo Alto, CA 94301

Telephone: (650) 833-7100
Facsimile: (650) 853-0230

WITNESS:

**MCG CAPITAL CORPORATION
(Lender)**

By:  _____

By:  _____
Jon A. Slabaugh, Managing Director

Address: 1100 Wilson Blvd.
Suite 3000
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7505

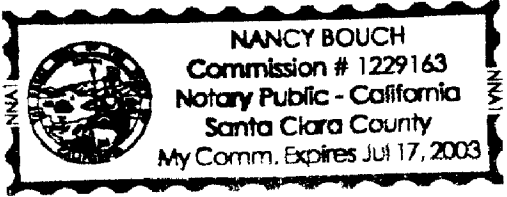
ACKNOWLEDGMENT

STATE OF California :
 : SS
COUNTY OF Santa Clara :

Before me, the undersigned, a Notary Public, on this 2nd day of July, 2003, personally appeared James E. Fawcette, to me known personally, who, being by me duly sworn, did say that he is the President of Fawcette Technical Publications, Inc., and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said Fawcette Technical Publications, Inc. by authority of its Board of Directors, and the said President acknowledged said instrument to be his free act and deed.

Nancy Bouch
Notary Public

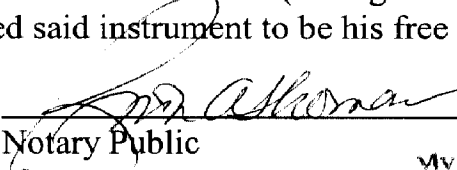
My Commission Expires: 7-17-03



ACKNOWLEDGEMENT

STATE OF VIRGINIA :
 : SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 30th day of JUNE, 2003, personally appeared Jon A. Slabaugh, to me known personally, who, being by me duly sworn, did say that he is the Managing Director of **MCG CAPITAL CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Capital Corporation by authority of its Board of Directors (through its Credit Committee), and the said Managing Director acknowledged said instrument to be his free act and deed.



Notary Public
My Commission Expires **January 31, 2004**
My Commission Expires: _____

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

II. Pending Copyright Applications

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
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None.

III. Unregistered Copyrights

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
------------------------	-------------------------	----------------------------	------------------------------	---	--

Fawcette Technical Publications, Inc. owns no federal copyright registrations, but owns U.S. copyrights in un-enumerated original works of authorship fixed in tangible media of expression. It claims copyright protection for of its magazines and other publications.

IV. Copyright Licenses

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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None.

SCHEDULE B
PATENT COLLATERAL

I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
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None.

II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
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None.

III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None.

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
VSLIVE!	United States	2,538,157
VBITS	United States	2,225,805
INTERACTIVE DEVELOPER	United States	2,104,424
INTERACTIVE DEVELOPER	United States	2,058,462
THUNDER LIZARD PRODUCTIONS	United States	2,124,959
LIZARD DESIGN	United States	2,069,576

II. Pending Trademark Applications

<u>Trademark</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
ASPLIVE!		United States	(76/391,013)	4/3/2002	Pending
C#LIVE		United States	(76/391,011)	4/3/2002	Pending
SQLLIVE!		United States	(76/390,894)	4/3/2002	Published

III. Trademark Licenses

<u>Registration Number</u>	<u>Mark</u>	<u>Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
N/A	VISUAL BASIC	United States	Microsoft Corporation	Grantor	1/17/01	1/16/03 ¹
N/A	VISUAL STUDIO	United States	Microsoft Corporation	Grantor	1/17/01	1/16/03 ¹
N/A	VISUAL C++	United States	Microsoft Corporation	Grantor	1/17/01	1/16/03 ¹
N/A	VISUAL C#	United States	Microsoft Corporation	Grantor	1/17/01	1/16/03 ¹

¹ The agreement between Fawcette Technical Publications, Inc. and Microsoft Corporation related to these marks is in the process of being renewed.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of June 30, 2003, by **FAWCETTE TECHNICAL PUBLICATIONS, INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG CAPITAL CORPORATION (including any successor, participant, assignee or transferee thereof, "Lender").

RECITALS

WHEREAS, Grantor and certain related entities (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Lender for a credit facility consisting of a \$12,000,000 senior secured credit arrangement and a \$4,000,000 senior subordinated credit arrangement (after the conversion of \$3,192,172 of senior subordinated indebtedness to equity); and

WHEREAS, pursuant to that certain Second Amended and Restated Credit Facility Agreement by and among Borrowers and Lender dated as of June 30, 2003 (as may be amended from time to time, "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Security Agreement by and among Borrowers and Lender dated as of September 15, 1999 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Lender; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Lender for purposes of securing the obligations to Lender under the Credit Agreement and related Loan Documents; and

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1. Grant. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

Notwithstanding the terms of this Section 1, the security interest in Grantor's interest in licenses shall not apply to any license to the extent that each of the following characteristics are satisfied with respect thereto: (i) it either (I) exists on the date hereof, or (II) is a Material Contract entered into after the date hereof in accordance with the standards under Section 5.16 of the Credit Agreement, or (III) is not a Material Contract, and (ii) its existence has been disclosed to Lender to the extent it is a Material Contract, and (iii) it expressly prohibits the granting of a security interest in Grantor's interest therein, and (iv) such prohibition is enforceable under applicable law.

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3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Lender.

4. Power of Attorney. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion regardless of whether a Default or Event of Default is occurring:

(a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

Grantor also hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion after the occurrence and during the continuance of a Default or an Event of Default, to take any other action and to execute any other instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions:

(a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Lender (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Lender to evidence such termination.


6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and

the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.


[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

By: 
Name: Patricia J. Cameron-Loyd

FAWCETTE TECHNICAL PUBLICATIONS, INC. (Grantor)

By: 
Name: James E. Fawcette
Title: President

[CORPORATE SEAL]

Address: 913 Emerson Street
Palo Alto, CA 94301

Telephone: (650) 833-7100
Facsimile: (650) 853-0230

WITNESS:

By: _____

MCG CAPITAL CORPORATION (Lender)

By: _____
Jon A. Slabaugh, Managing Director

Address: 1100 Wilson Blvd.
Suite 3000
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7505

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

**FAWCETTE TECHNICAL
PUBLICATIONS, INC. (Grantor)**

By: _____
Name: _____

By: _____
Name: James E. Fawcette
Title: President

[CORPORATE SEAL]

Address: 913 Emerson Street
Palo Alto, CA 94301

Telephone: (650) 833-7100
Facsimile: (650) 853-0230

WITNESS:

By:  _____

**MCG CAPITAL CORPORATION
(Lender)**

By:  _____
Jon A. Slabaugh, Managing Director

Address: 1100 Wilson Blvd.
Suite 3000
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7505

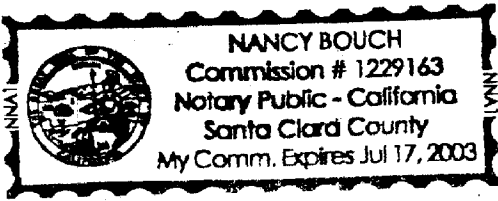
ACKNOWLEDGMENT

STATE OF California :
 : SS
COUNTY OF Santa Clara :

Before me, the undersigned, a Notary Public, on this 2nd day of July, 2003, personally appeared James E. Fawcette, to me known personally, who, being by me duly sworn, did say that he is the President of Fawcette Technical Publications, Inc., and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said Fawcette Technical Publications, Inc. by authority of its Board of Directors, and the said President acknowledged said instrument to be his free act and deed.

Nancy Bouch
Notary Public

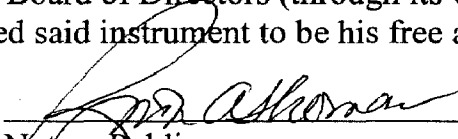
My Commission Expires: 7-17-03



ACKNOWLEDGEMENT

STATE OF VIRGINIA :
 : SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 30th day of JUNE, 2003, personally appeared Jon A. Slabaugh, to me known personally, who, being by me duly sworn, did say that he is the Managing Director of **MCG CAPITAL CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Capital Corporation by authority of its Board of Directors (through its Credit Committee), and the said Managing Director acknowledged said instrument to be his free act and deed.



Notary Public
My Commission Expires
January 31, 2004
My Commission Expires: _____

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
------------------------	----------------------------	--------------------------

None.

II. Pending Copyright Applications

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
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None.

III. Unregistered Copyrights

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
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None.

SCHEDULE B

PATENT COLLATERAL

I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
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None.

II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
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None.

III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None.

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
VSLIVE!	United States	2,538,157
VBITS	United States	2,225,805
INTERACTIVE DEVELOPER	United States	2,104,424
INTERACTIVE DEVELOPER	United States	2,058,462
THUNDER LIZARD PRODUCTIONS	United States	2,124,959
LIZARD DESIGN	United States	2,069,576

II. Pending Trademark Applications

<u>Trademark</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
ASPLIVE!		United States	(76/391,013)	4/3/2002	Pending
C#LIVE		United States	(76/391,011)	4/3/2002	Pending
SQLLIVE!		United States	(76/390,894)	4/3/2002	Published

III. Trademark Licenses

<u>Registration Number</u>	<u>Mark</u>	<u>Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u> ¹
N/A	VISUAL BASIC	United States	Microsoft Corporation	Grantor	1/17/01	1/16/03 ¹
N/A	VISUAL STUDIO	United States	Microsoft Corporation	Grantor	1/17/01	1/16/03 ¹
N/A	VISUAL C++	United States	Microsoft Corporation	Grantor	1/17/01	1/16/03 ¹
N/A	VISUAL C#	United States	Microsoft Corporation	Grantor	1/17/01	1/16/03 ¹

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