

FORM PTO-1594 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 9/30/2006)
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RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Docket No.:

23324/18

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CHINESE MEDIA GROUP, INC., CYPI ACQUISITION
CORP., CHINESE YELLOW PAGES, INC.,

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State California
☐ Other _____

Additional names(s) of conveying party(ies) ☒ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: May 1, 2001

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

Name: CAPITALSOURCE FINANCE LLCInternal Address: 12th FloorStreet Address: 4445 Willard AvenueCity: Chevy Chase State: MD ZIP: 20815

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic
designation is ☐ Yes ☐ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☐ N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,278,758 1,807,486

Additional numbers

☐ Yes ☒ No

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

Name: Mark S. Leonardo, Esq.Internal Address: Brown Rudnick Berlack Israels LLPStreet Address: One Financial CenterCity: Boston State: MA ZIP: 021116. Total number of applications and registrations involved: 27. Total fee (37 CFR 3.41):.....\$ \$65.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

500369

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.

Mark S. Leonardo, Esq. (Reg. No. 41,433)

Name of Person Signing

Signature

January 27, 2004

Date

Total number of pages including cover sheet, attachments, and 17

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services

Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 002784 FRAME: 0809

700063509

CH \$65.00 500369 2278758

SCHEDULE ACONTINUATION BOX

1. Name of conveying party(ies):

CHINESE YELLOW PAGES, L.P.,

X Other a California limited partnership

#1253885 v\1 - 23324/18

EXECUTION COPY

COLLATERAL PATENT, TRADEMARK,
COPYRIGHT AND LICENSE ASSIGNMENT

THIS COLLATERAL PATENT, TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT (this "Assignment") made as of May 1, 2001, by CHINESE MEDIA GROUP, INC., a California corporation ("CMG"), CYPI ACQUISITION CORP., a California corporation ("CYPI"), CHINESE YELLOW PAGES, INC., a California corporation ("CYP"), and CHINESE YELLOW PAGES, L.P., a California limited partnership ("CYPLP" and, together with CMG, CYPI and CYP, collectively the "Assignor"), with a mailing address at c/o of Chinese Media Group, One Centerpointe Drive, Suite 240, La Palma, CA 90623, to CAPITALSOURCE FINANCE LLC, a Delaware limited liability company ("CapitalSource"), as Agent for the Lenders under the Loan Agreement (as defined below) ("Assignee").

Preliminary Statement. Assignor has entered into the Revolving Credit Agreement dated as of May 1, 2001 (as modified or amended from time to time, the "Loan Agreement") with Assignee and the Lenders party thereto. It is a condition to the effectiveness of the Loan Agreement and any extensions of credit to or for the benefit of the Assignor thereunder that, among other things, Assignor execute and deliver to Assignee this Assignment.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Definitions. The capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

2. Collateral Assignment of Patents, Trademarks, Copyrights and Licenses. To secure the complete and timely satisfaction of all of the obligations of Assignor to Assignee under this Assignment, the Loan Agreement, the Notes issued pursuant thereto, the other Loan Documents and all other documents, instruments and agreements delivered by Assignor in connection therewith (collectively, the "Obligations"), the Assignor hereby mortgages, pledges and assigns to Assignee, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale upon the occurrence of and during the continuance of an Event of Default, and grants Assignee a security interest in, all of Assignor's right, title and interest in and to all of the following, whether now existing or hereafter arising:

(i) all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (A) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A) through (D), inclusive, in which Assignor now or hereafter have any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, trade names, copyrights, copyright registrations and copyright applications including, without limitation, the trademarks, service marks, copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (A) through (D), inclusive, with respect thereto in which Assignor now or hereafter have any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks" and all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (A) through (D), inclusive, in which Assignor now or hereafter have any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all rights and obligations pursuant to Assignor's license agreements with any other Person or Persons with respect to any Patents, Marks and Copyrights or otherwise, whether Assignor is licensor or licensee under any such license agreements, including,

without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Assignor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing collateral assignment and grant of a security interest any of the existing Licenses to which Assignor is licensee (and any Patents, Marks and Copyrights currently licensed by others to Assignor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such collateral assignment or grant of a security interest without the consent of the other applicable party thereto and such consent has not been obtained; provided further, however, that, upon Assignee's request, Assignor will use its best efforts to obtain any consent needed to subject any such property to this collateral assignment and grant of a security interest.

3. Restrictions on Future Agreements. Assignor agrees and covenants that until the Obligations shall have been indefeasibly and irrevocably satisfied in full and the Loan Agreement shall have been terminated, Assignor will not take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees and covenants that it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action, which would adversely affect the validity or enforcement or nature of the rights transferred to Assignee under this Assignment. Except in the ordinary course of business or between the Assignor parties hereto, Assignor agrees and covenants not to sell or assign its interest in or grant any license under, the Patents, Marks, Copyrights or Licenses, (a) without receiving the prior written consent of Assignee thereto, such consent not to be unreasonably withheld, delayed or conditioned and (b) in connection with the disposition of Assignor's English language yellow pages directory business, Assignor may transfer those Patents, Marks, Copyrights and Licenses related solely to such business, provided such Patents, Marks, Copyrights and Licenses are not used or useful in Assignor's Chinese language yellow pages directory business. Notwithstanding anything to the contrary contained herein, CMG and CYPI shall each have the exclusive right to assign, sell and transfer all or substantially all of their

respective assets to CYPLP, and to hold a partnership interest in CYPLP and to take any actions and execute any and all documents and instruments necessary or useful in connection therewith, in their sole discretion, without the prior consent (written or otherwise) of Assignee.

4. Certain Covenants, Representations and Warranties of Assignor. Assignor covenants, represents and warrants that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and, to the best of Assignor's knowledge, are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Assignor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Assignor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Assignor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Assignor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Assignor, in each case except for (A) rights granted by Assignor pursuant to the applicable licenses as listed on Schedule C, (B) Liens listed on Exhibit 1 hereto, (C) Liens and encumbrances in favor of Assignee pursuant to this Assignment or the other Loan Documents; and (D) liens and encumbrances otherwise permitted by or under the Loan Agreement, (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B and C, respectively, constitute all such items in which Assignor has any right, title or interest; (vii) Assignor has the unqualified right to enter into this Assignment and perform its terms; (viii) Assignor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights; and (ix) Assignor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Obligations shall have been indefeasibly and irrevocably satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain

rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by noting any future acquired Patents, Marks, Copyrights on Schedule A or B and any Licenses and licensed Patents, Marks or Copyrights on Schedule C, as applicable; provided, however, that the failure of Assignee to make any such notation shall not limit or affect the obligations of Assignor or rights of Assignee hereunder.

6. Royalties; Terms. Assignor hereby agrees that the use by Assignee of all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Assignor such smaller geographic location as may be specified for Assignor's use in the applicable License) and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) indefeasible and irrevocable satisfaction in full of the Obligations and termination of the Loan Agreement.

7. Grant of License to the Assignor. Unless and until an Event of Default shall have occurred and notice given as provided in the following sentence, Assignee hereby grants to Assignor (but only to the extent the same was lawfully granted to Assignee by Assignor pursuant to this Assignment) the royalty-free, exclusive, nontransferable right and license for Assignor's own benefit and account and no other to use the Marks and all materials covered by the Copyrights, to exercise Assignee's rights under the Licenses, and to make, have made, use and sell products conforming to the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Section 7, except in the ordinary course of business. From and after the occurrence and during the continuance of an Event of Default and notice to such effect from Assignee to Assignor, Assignor's license with respect to the Patents, Marks, Copyrights and Licenses as set forth in this Section 7 shall terminate forthwith.

8. Assignee's Right to Inspect. Assignee shall have the right, at any reasonable time during normal business hours after reasonable notice and from time to time, not more than once per year unless an Event of Default occurs and is continuing to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Such inspectors shall not unreasonably or materially interfere with Assignor's use of the Patents, Marks, Copyrights or Licenses or the operation of Assignor's business.

9. Termination of Security Interest. This Assignment is made for collateral purposes only. Upon indefeasible and irrevocable satisfaction in full of the Obligations and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents, title to the Patents, Marks, Copyrights and Licenses shall automatically revert to Assignor. Upon indefeasible and irrevocable satisfaction in full of the Obligations and termination of the Loan Agreement, Assignee shall, at Assignor's expense, promptly execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revert in Assignor all right, title and interest in and to, the Patents, Marks, Copyrights, and Licenses transferred to Assignee pursuant to this Assignment, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Assignee.

10. Duties of Assignor. Assignor shall have the duty, at its expense, (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights except where failure to do so would not cause a Material Adverse Effect. Assignor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Assignee except where failure to do so would not cause a Material Adverse Effect.

11. Assignee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

12. No Waiver. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Further Assurances. Assignor shall execute and deliver to Assignee, at any time or times hereafter at the request of Assignee, all agreements and documents (including, without limitation, any as may be deemed desirable by Assignee for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Assignee), as Assignee may reasonably request, to evidence Assignee's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Assignee's rights under this Assignment.

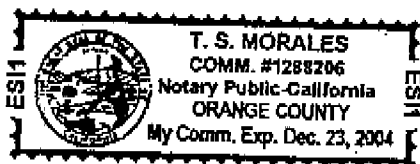
16. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Assignee's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby constitutes and appoints Assignee Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time following the occurrence and during the continuance of an Event of Default, to (i) endorse Assignor's names on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for Assignee in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Assignee reasonably deems to be in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been indefeasibly and irrevocably satisfied in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Assignor hereby releases Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein.

17. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and its respective successors, assigns and nominees.

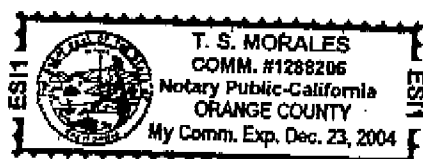
18. Governing Law. This Assignment shall be governed by and construed in accordance with the internal law of the State of New York without giving effect to any conflict or choice of laws rules or provisions (other than Section 5-1401 of the New York General Obligation Law).

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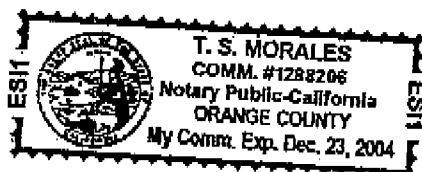
IN WITNESS WHEREOF, the undersigned have caused this Collateral Patent, Trademark, Copyright and License Assignment to be duly executed and delivered as of the date first above written.



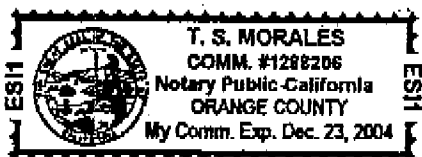
(SEAL)



(SEAL)

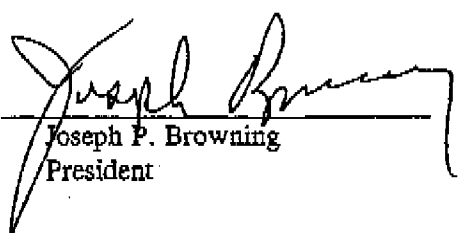


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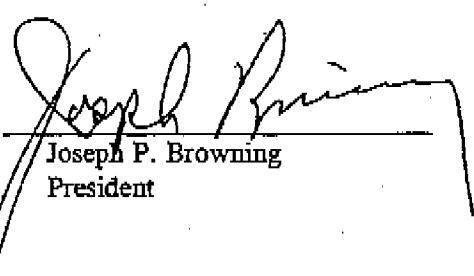


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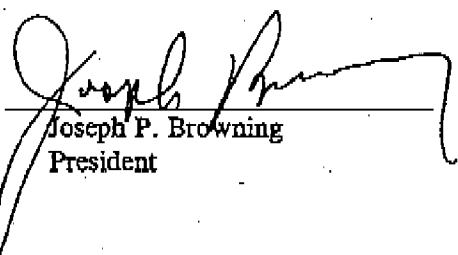
CHINESE MEDIA GROUP, INC.

By: 
Name: Joseph P. Browning
Its: President

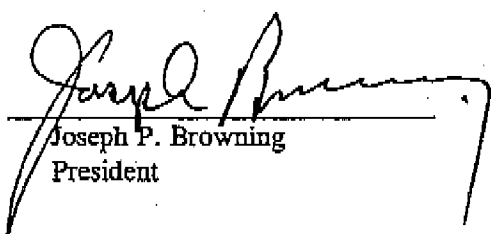
CYPI ACQUISITION CORP.

By: 
Name: Joseph P. Browning
Its: President

CHINESE YELLOW PAGES, INC.

By: 
Name: Joseph P. Browning
Its: President

CHINESE YELLOW PAGES, L.P.

By: 
Name: Joseph P. Browning
Its: President

Attest:

By: [Signature]
Title: Notary Public.

CAPITALSOURCE FINANCE LLC.

By: [Signature]
Name: Steven Museles
Title: Senior Vice President

(SEAL)

Attest:

By: [Signature]
Title: Notary Public

FELICE PERRY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires September 30, 2005

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B**TRADEMARKS, SERVICE MARKS AND COPYRIGHTS****Tradenames:**

Chinese Media Group
Chinese Yellow Pages

Trademarks:

CYP holds registered trademark for Chinese characters for "Hua Shan Nian Jian" brand name, U.S. Patent and Trademark Office No. 1,807,846.

CYP holds registered trademark for Chinese characters for "Hua Shan Nian Jian", U.S. Patent and Trademark Office No. 1,595,852

Notice of assignment of the above-reference marks from Chinese Yellow Pages (New York), Inc. to CYP may not been filed with the U.S. PTO.

Copyrights:

Authorship in Chinese language telephone directories published under the "Hua Shan Nian Jian" trademark.

SCHEDULE C**LICENSES**

Asia System Media, Inc., assigned all rights under the following license agreements to CYP:

1. License agreement entered into by and between Asian System Media, Inc. and Chinese American News, Inc., an Illinois corporation, dated June 6, 1992.
2. License agreement entered into by and between Asian System Media, Inc. and Asia Culture Publication Co., a Georgia corporation, dated April 1, 1993.
3. License agreement entered into by and between Asian System Media, Inc. and Pan World Consultant LTD., a Canadian corporation, dated June 10, 1992.
4. License agreement entered into by and between Asian System Media, Inc. and American Pacific Marketing, a Washington state corporation, dated July 28, 1992.
5. License agreement entered into by and between Asia System Media, Inc. and Washington Commercial Services Center, Inc., dated October 22, 1991.
6. License Agreement entered into by and between Asian System Media, Inc. and Liberty Media Group, Inc. and Chinese Media Group, LLC, dated August 17, 1998.
7. License Agreement entered into by and between Asian System Media, Inc. and Chinese Yellow Pages, Inc. and Chinese Media Group, LLC dated August 17, 1998.

SCHEDULE B (Cont.)**TRADEMARKS, SERVICE MARKS AND COPYRIGHTS****Trademarks:**

Mark	Registration No.	Registration Date
International China Expo	2,278,758	September 21, 1999
"Chinese," "Trade," "Year," and "Book" in Chinese Characters	1,807,486	November 30, 1993

Copyrights:

Title	Registration No.	Registration Date
Southern California Chinese yellow pages, 2001	TX-5-214-599	Nov. 24, 2000
2002 Chinese yellow pages, Southern California	TX-5-546-339	Dec. 31, 2001
2003 Chinese yellow pages : serving Los Angeles, Orange and nearby Counties	TX-5-710-276	Feb. 26, 2003

EXHIBIT 1

LIENS

None.