

2003 AUG 21 AM 9:07 TR



Tab settings * **FINANCE SECTION**

102534729

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

1. Name of conveying Party(ies):
Sunshine Media, Inc. **8-21-03**

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: July 31, 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

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

A. Trademark Application No.(s)
76/468643 (Doctor of Dentistry)
76/468642 (Commercial Builder/Architect)
76468443

B. Trademark Registration No's
2,034,612 (Real Estate Executive)
2,607,146 (M.D. News)
2,607,145 (Restaurant Forum)
2,607,144 (Builder/Architect)
2,607,143 (Restauranteur)

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

08/25/2003 DBYRNE 00000156 76468643

01 FC:8521 40.00 OP
02 FC:8522 150.00 OP

Street Address:
1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

6. Total Number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41):.....\$ 190.00

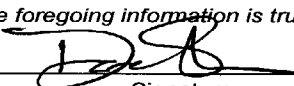
Enclosed
 Authorized to be charged to deposit account

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.

 August 13, 2003

Name of Person Signing Signature Date

Total number of pages including this cover sheet and any attachments: 28

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.

AMENDED AND RESTATED

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED 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 July 31, 2003, by **SUNSHINE MEDIA, INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG CAPITAL CORPORATION (as assignee of MCG Finance Corporation (n/k/a MCG Finance I, LLC), and including any successor, transferee, participant, pledgee and assignee thereof, "Administrative Agent"), as administrative agent for the Lenders (as defined in the Credit Agreement referred to below).

RECITALS

WHEREAS, Grantor, Sunshine Media Printing, Inc., Sunshine Media Advertising, Inc. and each of their direct and indirect Subsidiaries (each, a "Borrower"; collectively, the "Borrowers") have borrowed approximately \$12,399,033 from Lenders under a term loan credit arrangement; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of January 31, 2001 (as amended and modified prior to the date hereof, the "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of January 31, 2001 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders 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 Administrative Agent 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 Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent 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 (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed), 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, reissues and replacements of any of the Collateral; and

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

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) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

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

4. Power of Attorney. Grantor hereby irrevocably grants Administrative Agent 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 Administrative Agent's discretion regardless of whether a Default or Event of Default is occurring:

(a) To modify or amend (in Administrative Agent'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 Administrative Agent'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 Administrative Agent'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

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

Grantor also hereby irrevocably grants Administrative Agent 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 Administrative Agent'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 Administrative Agent 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, Administrative Agent (at Grantor's request) 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 Administrative Agent 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 Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent 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.

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.

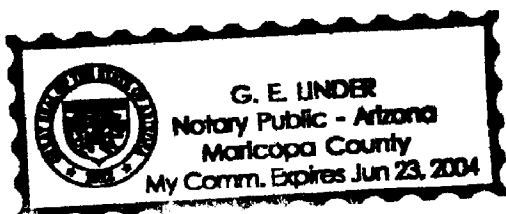
WITNESS:

By: G. E. Linder
Name: G. E. LINDER
Title: Notary

SUNSHINE MEDIA, INC.
(as Grantor)

By: Michael Effinger
Name: Michael Effinger
Title: Chief Financial Officer

[CORPORATE SEAL]



Address: 1540 East Maryland, Suite 200
Phoenix, AZ 85014

Telephone: 602-277-3103
Facsimile: 602-277-3320

WITNESS:

By: _____

MCG CAPITAL CORPORATION
(as Administrative Agent)

By: _____
Name: Kara A. Parmelee
Title: Vice President and Assistant
General Counsel

Address: 1100 Wilson Boulevard, Suite 3000
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7545

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.

ATTEST:

SUNSHINE MEDIA, INC.
(Grantor)

By: _____
Name: _____
Title: Secretary

By: _____
Name: _____
Title: _____

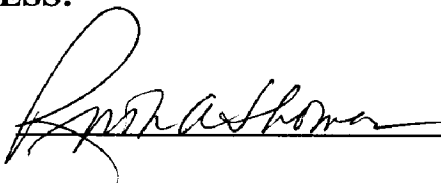
[CORPORATE SEAL]

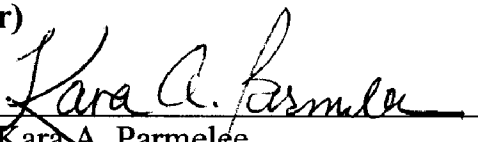
Address: 1540 East Maryland, Suite 200
Phoenix, AZ 85014

Telephone: (602) 277-3372 x. 108
Facsimile: (602) 277-3320

WITNESS:

MCG CAPITAL CORPORATION
(Lender)

By:  _____

By:  _____
Name: Kara A. Parmelee
Title: Vice President and Associate
General Counsel

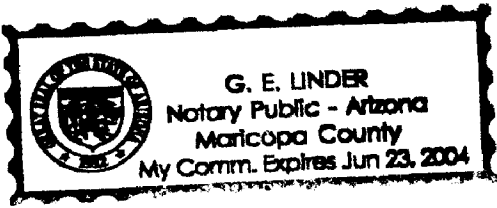
Address: 1100 Wilson Boulevard, Suite 3000
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7545

ACKNOWLEDGMENT

STATE OF ARIZONA :
 : SS
COUNTY OF MARICOPA :

Before me, the undersigned, a Notary Public, on this 6th day of August, 2003, personally appeared Michael Effinger, to me known personally, who, being by me duly sworn, did each separately say that he is the Chief Financial Officer of **SUNSHINE MEDIA, INC.** and that said instrument (i.e., the Amended and Restated Intellectual Property Security Agreement) was signed on behalf of said **SUNSHINE MEDIA, INC.** by authority of its Board of Directors, and the said Chief Financial Officer acknowledged said instrument to be his free act and deed.



G. E. Linder
Notary Public

My Commission Expires: 6/23/04

ACKNOWLEDGEMENT

STATE OF VIRGINIA

: SS

COUNTY OF ARLINGTON

Before me, the undersigned, a Notary Public, on this 31st day of July, 2003, personally appeared Kara A. Parmelee to me known personally, who, being by me duly sworn, did say that she is the Vice President 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, and the said Vice President acknowledged said instrument to be her free act and deed.



Notary Public

My Commission Expires
January 31, 2004

My Commission Expires: _____

COPYRIGHT COLLATERAL

Title	Reg. No.	Reg. Date/Pub Date/Creation Date	Author	Owner
Builder/Architect Apr 1995	TX4118024	Reg.: 10/30/95 Pub.: 3/31/95 Creation: 1995	Leigh H. Miller Van B. Miller (work made for hire)	Sunshine Media, Inc.
The Malta Window Center: A vision of Success	TXU680682	Reg.: 6/20/95 Creation: 1995	Leigh H. Miller Van B. Miller (work made for hire)	Sunshine Media, Inc.
Builder/Architect: for the North Carolina Blue Ridge Residential Building Industry	TX4010122	Reg.: 6/9/95 Pub.: 2/21/95 Creation: 1995	Leigh H. Miller Van B. Miller (work made for hire)	Sunshine Media, Inc.

PATENT COLLATERAL

None.

TRADEMARK COLLATERAL**U.S. Trademarks**

Trademark	Registration No. Serial No.	Goods, Services	Status
DOCTOR OF DENTISTRY	76/468643	A professional trade journal, namely, a journal concerning the practice of dentistry	Registered
REAL ESTATE EXECUTIVE	74/645484 2034612	Professional trade journals and magazines in the field of real estate and promotional materials, namely brochures, pamphlets, and newsletters directed to all employees, individuals, distributors, brokers, sellers, agents and customers in the field of real estate	Registered (Supplemental Register)
COMMERCIAL BUILDER/ARCHITECT	76/468642	Publications, namely, magazines and journals in the field of architecture	Pending
M.D. NEWS	2607146	Publications, namely, magazines in the field of medicine	Registered
RESTAURANT FORUM	2607145	Publications, namely, magazines and journals in the field of restaurant management	Registered
BUILDER/ARCHITECT	2607144	Publications, namely, magazines and journals in the field of architecture	Registered
RESTAURANTEUR	2607143	Publications, namely, magazines and journals in the field of restaurant management	Registered

State Registrations

Trademark	Registration No.	Goods, Services	Status
BRIDE AND GROOM MAGAZINE	33478	bride publication	Registered (Arizona)
GOLF MANAGEMENT MAGAZINE	30611	publication	Registered (Arizona)

Canadian Registrations

Trademark	Application No.	Goods, Services	Status
DOCTORS OF DENTISTRY (Amended to DOCTOR OF DENTISTRY)	109472100	Publications in the field of dentistry	Pending
REAL ESTATE EXECUTIVE	109471800	Publications in the field of real estate	Pending
M.D. NEWS	109472000	Publications in the field of medicine	Pending
BUILDER ARCHITECT	109471700	Publications in the field of architecture	Pending
RESTAURANTEUR	109471900	Publications in the field of restaurant management	Pending

AMENDED AND RESTATED

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED 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 July 31, 2003, by **SUNSHINE MEDIA, INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG CAPITAL CORPORATION (as assignee of MCG Finance Corporation (n/k/a MCG Finance I, LLC), and including any successor, transferee, participant, pledgee and assignee thereof, "Administrative Agent"), as administrative agent for the Lenders (as defined in the Credit Agreement referred to below).

R E C I T A L S

WHEREAS, Grantor, Sunshine Media Printing, Inc., Sunshine Media Advertising, Inc. and each of their direct and indirect Subsidiaries (each, a "Borrower"; collectively, the "Borrowers") have borrowed approximately \$12,399,033 from Lenders under a term loan credit arrangement; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of January 31, 2001 (as amended and modified prior to the date hereof, the "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of January 31, 2001 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders 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 Administrative Agent 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 Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent 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 (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed), 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.

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) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

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

4. Power of Attorney. Grantor hereby irrevocably grants Administrative Agent 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 Administrative Agent's discretion regardless of whether a Default or Event of Default is occurring:

(a) To modify or amend (in Administrative Agent'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 Administrative Agent'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 Administrative Agent'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

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

Grantor also hereby irrevocably grants Administrative Agent 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 Administrative Agent'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 Administrative Agent 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, Administrative Agent (at Grantor's request) 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 Administrative Agent 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 Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent 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.

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.

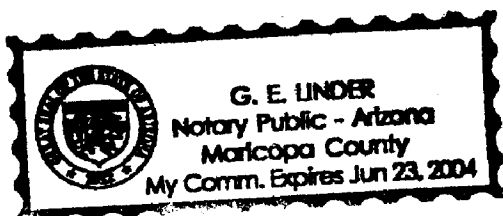
WITNESS:

By: G. E. Linder
Name: G. E. LINDER
Title: Notary

SUNSHINE MEDIA, INC.
(as Grantor)

By: Michael Effinger
Name: Michael Effinger
Title: Chief Financial Officer

[CORPORATE SEAL]



Address: 1540 East Maryland, Suite 200
Phoenix, AZ 85014

Telephone: 602-277-3103
Facsimile: 602-277-3320

WITNESS:

By: _____

MCG CAPITAL CORPORATION
(as Administrative Agent)

By: _____
Name: Kara A. Parmelee
Title: Vice President and Assistant
General Counsel

Address: 1100 Wilson Boulevard, Suite 3000
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7545

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.

ATTEST:

SUNSHINE MEDIA, INC.
(Grantor)

By: _____
Name: _____
Title: Secretary

By: _____
Name: _____
Title: _____

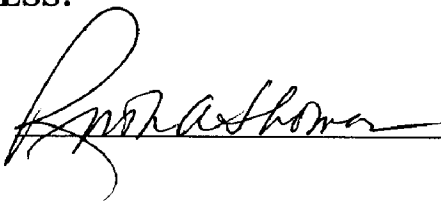
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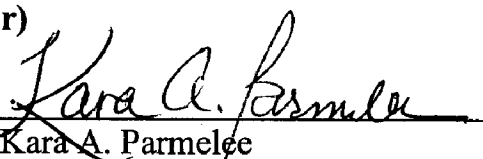
Address: 1540 East Maryland, Suite 200
Phoenix, AZ 85014

Telephone: (602) 277-3372 x. 108
Facsimile: (602) 277-3320

WITNESS:

MCG CAPITAL CORPORATION
(Lender)

By:  _____

By:  _____
Name: Kara A. Parmelee
Title: Vice President and Associate
General Counsel

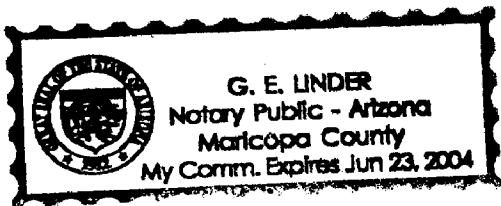
Address: 1100 Wilson Boulevard, Suite 3000
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7545

ACKNOWLEDGMENT

STATE OF ARIZONA :
 : SS
COUNTY OF MARICOPA :

Before me, the undersigned, a Notary Public, on this 6th day of August, 2003, personally appeared Michael Effinger, to me known personally, who, being by me duly sworn, did each separately say that he is the Chief Financial Officer of **SUNSHINE MEDIA, INC.** and that said instrument (i.e., the Amended and Restated Intellectual Property Security Agreement) was signed on behalf of said **SUNSHINE MEDIA, INC.** by authority of its Board of Directors, and the said Chief Financial Officer acknowledged said instrument to be his free act and deed.



G. E. Linder
Notary Public

My Commission Expires: 6/23/04

ACKNOWLEDGEMENT

STATE OF VIRGINIA

: SS

COUNTY OF ARLINGTON

Before me, the undersigned, a Notary Public, on this 31st day of July, 2003, personally appeared Kara A. Parmelee to me known personally, who, being by me duly sworn, did say that she is the Vice President 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, and the said Vice President acknowledged said instrument to be her free act and deed.



Notary Public

My Commission Expires
January 31, 2004

My Commission Expires: _____

COPYRIGHT COLLATERAL

Title	Reg. No.	Reg. Date/Pub Date/Creation Date	Author	Owner
Builder/Architect Apr 1995	TX4118024	Reg.: 10/30/95 Pub.: 3/31/95 Creation: 1995	Leigh H. Miller Van B. Miller (work made for hire)	Sunshine Media, Inc.
The Malta Window Center: A vision of Success	TXU680682	Reg.: 6/20/95 Creation: 1995	Leigh H. Miller Van B. Miller (work made for hire)	Sunshine Media, Inc.
Builder/Architect: for the North Carolina Blue Ridge Residential Building Industry	TX4010122	Reg.: 6/9/95 Pub.: 2/21/95 Creation: 1995	Leigh H. Miller Van B. Miller (work made for hire)	Sunshine Media, Inc.

PATENT COLLATERAL

None.

TRADEMARK COLLATERAL**U.S. Trademarks**

Trademark	Registration No. Serial No.	Goods, Services	Status
DOCTOR OF DENTISTRY	76/468643	A professional trade journal, namely, a journal concerning the practice of dentistry	Registered
REAL ESTATE EXECUTIVE	74/645484 2034612	Professional trade journals and magazines in the field of real estate and promotional materials, namely brochures, pamphlets, and newsletters directed to all employees, individuals, distributors, brokers, sellers, agents and customers in the field of real estate	Registered (Supplemental Register)
COMMERCIAL BUILDER/ARCHITECT	76/468642	Publications, namely, magazines and journals in the field of architecture	Pending
M.D. NEWS	2607146	Publications, namely, magazines in the field of medicine	Registered
RESTAURANT FORUM	2607145	Publications, namely, magazines and journals in the field of restaurant management	Registered
BUILDER/ARCHITECT	2607144	Publications, namely, magazines and journals in the field of architecture	Registered
RESTAURANTEUR	2607143	Publications, namely, magazines and journals in the field of restaurant management	Registered

State Registrations

Trademark	Registration No.	Goods, Services	Status
BRIDE AND GROOM MAGAZINE	33478	bride publication	Registered (Arizona)
GOLF MANAGEMENT MAGAZINE	30611	publication	Registered (Arizona)

Canadian Registrations

Trademark	Application No.	Goods, Services	Status
DOCTORS OF DENTISTRY (Amended to DOCTOR OF DENTISTRY)	109472100	Publications in the field of dentistry	Pending
REAL ESTATE EXECUTIVE	109471800	Publications in the field of real estate	Pending
M.D. NEWS	109472000	Publications in the field of medicine	Pending
BUILDER ARCHITECT	109471700	Publications in the field of architecture	Pending
RESTAURANTEUR	109471900	Publications in the field of restaurant management	Pending