

08-27-2003

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Tab settings * * *

102535765

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

1. Name of conveying Party(ies):
CRM Media, LLC

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State NJ
 Other Limited Liability Company

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

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

Execution Date: June 4, 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 AUG 22 AM 10:53
FINANCE SECTION

4. Application number(s) or registration number(s):
 A. Trademark Application No. (s)
 ECRM (Ser. No. 75/698,423)
 CRM (Ser. No. 75/625,493)

B. Trademark Registration No's
 2,602,152 (DESTINATIONCRM.COM)

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: Legal Affairs Dept., Suite 3000
 Street Address:
1100 Wilson Boulevard
 City: Arlington State: VA ZIP: 22209

6. Total Number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number:
 (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.
Kara Parmelee August 20, 2003
 Name of Person Signing Signature Date

Total number of pages including this cover sheet and any attachments: 30

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

08/26/2003 EDOOPER 00000165 75690423 Do not detach this portion

08 EC:0521 40.00 OP
 08 FC:0522 50.00 OP

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.

COPY

Schedule C

TRADEMARK COLLATERAL

I. <u>Registered Trademarks</u>		
Trademark Description	Country	Registration Number
DESTINATIONCRM.COM	US	2,602,152

II. <u>Pending Trademark Applications</u>					
Trademark Description	Atty. Docket Number	Country	Serial Number	Filing Date	Status
CRM MAGAZINE		US			COMMON LAW RIGHTS
ECRM			75/698,423		Application PENDING ON APPEAL
CRM		US	75/625,493		Application PENDING ON APPEAL

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#350644

Schedules to IP Security

TRADEMARK
REEL: 002812 FRAME: 0033

III. Trademark Licenses

Registration Number	Mark	Country	Licensor	Licensee	Effective Date	Expiration Date
NONE	N/A	N/A	N/A	N/A	N/A	N/A

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 4, 2003, by **CRM MEDIA, LLC** (including any successor or permitted assignee thereof, "Grantor"), in favor of **MCG CAPITAL CORPORATION** (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders. Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Credit Agreement referred to below unless the context clearly requires otherwise.

RECITALS

WHEREAS, Grantor and certain other entities (including each direct and indirect Subsidiary of Grantor, each, a "Borrower"; collectively, the "Borrowers") have obtained from Administrative Agent and the Lenders a term loan pursuant to which \$9,850,000 has been borrowed on a senior secured basis; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of August 29, 2001 (as may be amended from time to time, "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 August 29, 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, 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 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. Subject to the termination of this IP Security Agreement pursuant to Section 5, 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, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(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

(c) 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. The foregoing power of attorney is coupled with an interest and is irrevocable until the termination of this IP Security Agreement pursuant to Section 5 hereof.

5. **Release.** This IP Security Agreement and 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 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 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.

[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: William WATTS

CRM MEDIA, LLC
(as Grantor)

By: _____

Name: THOMAS H. HOGAN

Title: MANAGER

Address: 143 OLD MARLTON PIKE
MEDFORD, NJ 08055

Telephone: (609) 654-6266
Facsimile: (609) 654-8945

WITNESS:

By: _____

MCG CAPITAL CORPORATION
(as Administrative Agent)

By: _____

Name: Kara Parmelee, Esq.
Title: Assistant General Counsel and Vice
President

Address: 1100 Wilson Boulevard
Suite 800
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:

CRM MEDIA, LLC
(as Grantor)

By: _____
Name: _____

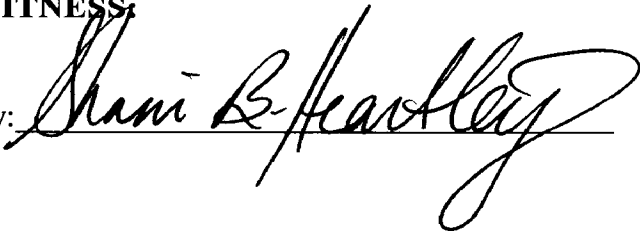
By: _____
Name: _____
Title: _____

[SEAL]

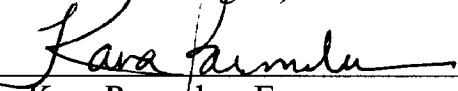
Address: _____

Telephone: () _____
Facsimile: () _____

WITNESS:

By:  _____

MCG CAPITAL CORPORATION
(as Administrative Agent)

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

Address: 1100 Wilson Boulevard
Suite 3000
Arlington, VA 22209

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

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
 : SS
COUNTY OF BURLINGTON :

Before me, the undersigned, a Notary Public, on this 11 day of August, 2003, personally appeared THOMAS H. HOGAN, to me known personally, who, being by me duly sworn, did say that he/she is the MANAGER of CRM MEDIA, LLC, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said CRM MEDIA, LLC. by authority of its Members, and the said Thomas H. Hogan acknowledged said instrument to be his/her free act and deed.

Denice Iulucci

Notary Public

Print Name: _____

My Commission Expires: _____

DENICE IULIUCCI

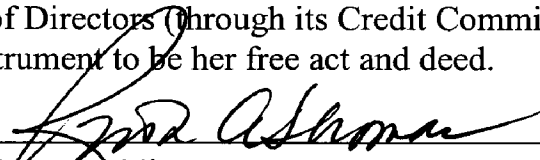
A Notary Public of New Jersey

My Commission Expires Aug. 24, 2004

ACKNOWLEDGEMENT

STATE OF VIRGINIA :
 : SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 4th day of June, 2003, personally appeared Kara 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 (through its Credit Committee), 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:_____

Schedule A

COPYRIGHT COLLATERAL

I. <u>Registered Copyrights</u>		
Copyright Title	Registration Number	Registration Date
NONE	N/A	N/A

r

II. Pending Copyright Applications

Copyright Title	Application Number	Filing Date	Date of Creation	Date of Publication
NONE	N/A	N/A	N/A	N/A

III. <u>Unregistered Copyrights</u>			
Copyright Title	Date of Creation	Date of Publication	Original Author/Owner
NONE	N/A	N/A	N/A

IV. <u>Copyright Licenses</u>					
Copyright	Licensor	Licensee	Effective Date	Expiration Date	Subject Matter
NONE	N/A	N/A	N/A	N/A	N/A

reement

#350644

Schedule B

PATENT COLLATERAL

I. Patents			
Patent	Issue		
Number	Country	Date	Title
NONE	N/A	N/A	N/A

II. Pending Patent Applications					
Patent	Atty. Docket	Serial Filing			
Title	Number	Country	Number	Date	Status
NONE	N/A	N/A	N/A	N/A	N/A

III. Patent Licenses					
				Effective	Expiration
Patent No.	Country	Licensor	Licensee	Date	Date
NONE	N/A	N/A	N/A	N/A	N/A

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Schedules to IP Security

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TRADEMARK
REEL: 002812 FRAME: 0045

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I. Registered Trademarks		
Trademark Description	Country	Registration Number
DESTINATIONCRM.COM	US	2,602,152

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ECRM			75/698,423		Application PENDING ON APPEAL
CRM		US	75/625,493		Application PENDING ON APPEAL

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Schedules to IP Security

III. <u>Trademark Licenses</u>						
Registration Number	Mark	Country	Licensor	Licensee	Effective Date	Expiration Date
NONE	N/A	N/A	N/A	N/A	N/A	N/A

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(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

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(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

(c) 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. The foregoing power of attorney is coupled with an interest and is irrevocable until the termination of this IP Security Agreement pursuant to Section 5 hereof.

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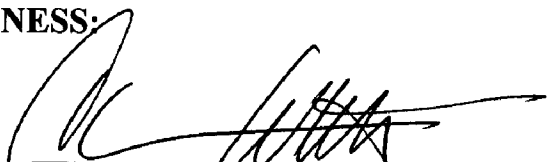
[BALANCE OF PAGE INTENTIONALLY BLANK]

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:


C. William Watts

CRM MEDIA, LLC

(as Grantor)

By:

Name: 
THOMAS H. HOGAN

Title: MANAGER

Address: 143 OLD MARLTON PIKE

MEDFORD, NJ 08055

Telephone: (609) 654-6266

Facsimile: (609) 654-8945

WITNESS:

By:

MCG CAPITAL CORPORATION

(as Administrative Agent)

By:

Name: Kara Parmelee, Esq.

Title: Assistant General Counsel and Vice
President

Address: 1100 Wilson Boulevard

Suite 800

Arlington, VA 22209

Telephone: (703) 247-7500

Facsimile: (703) 247-7505

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(as Grantor)

By: _____
Name: _____

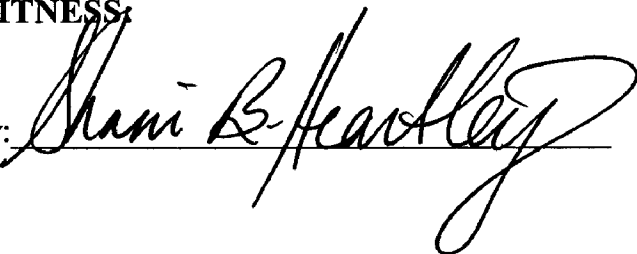
By: _____
Name: _____
Title: _____

[SEAL]


Address: _____

Telephone: () _____
Facsimile: () _____

WITNESS:

By:  _____

MCG CAPITAL CORPORATION
(as Administrative Agent)

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

Address: 1100 Wilson Boulevard
Suite 3000
Arlington, VA 22209

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

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: SS
COUNTY OF BURLINGTON :

Before me, the undersigned, a Notary Public, on this 11 day of August, 2003, personally appeared THOMAS H. HOGAN, to me known personally, who, being by me duly sworn, did say that he/she is the MANAGER of CRM MEDIA, LLC, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said CRM MEDIA, LLC. by authority of its Members, and the said Thomas H. Hogan acknowledged said instrument to be his/her free act and deed.

Denice Iulucci

Notary Public

DENICE IULIUCCI

Print Name: _____

A Notary Public of New Jersey

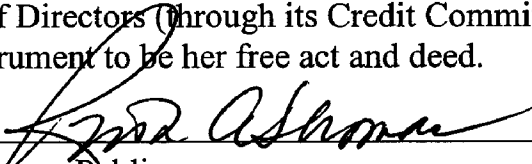
My Commission Expires: _____

My Commission Expires Aug. 24, 2004

ACKNOWLEDGEMENT

STATE OF VIRGINIA :
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Notary Public My Commission Expires
January 31, 2004
My Commission Expires:_____

Schedule A

COPYRIGHT COLLATERAL

I. Registered Copyrights		
Copyright Title	Registration Number	Registration Date
NONE	N/A	N/A

r

II. Pending Copyright Applications

Copyright Title	Application Number	Filing Date	Date of Creation	Date of Publication
NONE	N/A	N/A	N/A	N/A

III. <u>Unregistered Copyrights</u>			
Copyright Title	Date of Creation	Date of Publication	Original Author/Owner
NONE	N/A	N/A	N/A

IV. <u>Copyright Licenses</u>					
Copyright	Licensor	Licensee	Effective Date	Expiration Date	Subject Matter
NONE	N/A	N/A	N/A	N/A	N/A

ement

#350644

Schedule B

PATENT COLLATERAL

I. Patents			
Patent	Issue		
Number	Country	Date	Title
NONE	N/A	N/A	N/A

II. <u>Pending Patent Applications</u>					
Patent	Atty. Docket	Serial Filing			
Title	Number	Country	Number	Date	Status
NONE	N/A	N/A	N/A	N/A	N/A

III. <u>Patent Licenses</u>					
				Effective	Expiration
Patent No.	Country	Licensor	Licensee	Date	Date
NONE	N/A	N/A	N/A	N/A	N/A

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#350644

Schedules to IP Security

ecement

TRADEMARK
REEL: 002812 FRAME: 0058

TRADEMARK COLLATERAL

I. <u>Registered Trademarks</u>		
Trademark Description	Country	Registration Number
DESTINATIONCRM.COM	US	2,602,152

II. <u>Pending Trademark Applications</u>					
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CRM MAGAZINE		US			COMMON LAW RIGHTS
ECRM			75/698,423		Application PENDING ON APPEAL
CRM		US	75/625,493		Application PENDING ON APPEAL

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#350644

Schedules to IP Security

III. Trademark Licenses						
Registration Number	Mark	Country	Licensor	Licensee	Effective Date	Expiration Date
NONE	N/A	N/A	N/A	N/A	N/A	N/A