



102539091

Tab settings

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

1. Name of conveying party(ies):  
EDR Media LLC 8-28-03

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other Nevada limited liability company

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

2. Name and address of receiving party(ies)  
Name: U.S. Bank, National Association  
Internal  
Address: 1350 Euclid Ave., 12th Floor  
Street Address: \_\_\_\_\_  
City: Cleveland State: OH Zip: 44114

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

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

Execution Date: August 20, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
76/010435

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Stephen L. Grant  
 Internal Address: Hahn Loeser + Parks LLP  
1225 W. Market St.  
Akron                              OH 44313  
 Street Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 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. 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.*

Stephen L. Grant                                                            26 AUG 2003  
 Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document: 4

08/29/2003 6TON11 00000127 76010435  
01 FC:4521 40.00 OP

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

TRADEMARK  
REEL: 002813 FRAME: 0792

OFFICE OF PUBLIC RECORDS  
7:03 AUG 28 AM '03  
FINANCE SECTION

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2003 by EDR MEDIA LLC, a Nevada limited liability company ("Grantor"), in favor of U.S. BANK, NATIONAL ASSOCIATION, a national banking association ("Lender").

### WITNESSETH:

WHEREAS, related to that certain Asset Purchase Agreement dated August \_\_, 2003, by and between EDR Corporation ("Corporation") and Technik & Trade Limited Liability Company ("Technik"), Grantor, as assignee of Technik, acquired all of Corporation's right, title and interest in and to certain trademarks of Corporation;

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof by and among Grantor as Borrower, the Persons named therein as other Loan Parties and Lender (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Grantor;

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

Trademarks:

Mark: EDR  
Country: USA  
Federal Registration No.: 76010435

Trademark Licenses:

None.

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