

01-22-2004



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

REC

102650836

TRADEMARKS ONLY

J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

RadioVisa Corporation and RadioVisa Los Angeles, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-Delaware Other

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

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

Name: Allied Capital Corporation

Internal Address: Street Address: 1919 Pennsylvania Avenue NW 3rd Floor

City: Washington State: DC Zip: 20006

- Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation-State: Maryland Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

- Assignment Merger Security Agreement Change of Name Other:

Execution Date: December 26, 2003

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s): 76/514,983 RADIOVISA 76/514,984 RADIOVISA 78/304,401 DEPORTES Y MAS 78/314,531 ASI SE HABLA

Additional numbers attached? Yes No

B. Trademark Registration No.(s):

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

Name: Donald A. Gregory DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Internal Address: Atty. Dkt.: A4045.0095

Street Address: 2101 L Street NW

City: Washington State: DC Zip: 20037-1526

6. Total Number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed Authorized to be charged to Deposit Account Authorized to be charged to credit card (Form 2038 enclosed)

8. Deposit account number: 04-1073 (any deficiencies) (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.

Donald A. Gregory Name of Person Signing

Signature

January 16, 2004 Date

Total number of pages including cover sheet, attachments, and document: 13

01/21/2004 LMIJELLER 00000271 76514983

01 FC:8521 40.00 OP 02 FC:8522 75.00 OP

## SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY

THIS SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY (this "Agreement") is made as of December 26, 2003 by and between **RadioVisa Corporation**, a Delaware corporation ("Parent"), and its wholly owned subsidiary **RadioVisa Los Angeles, LLC**, a Delaware limited liability company (collectively with Parent, "Grantors"), and **Allied Capital Corporation**, a Maryland corporation (with successors and assigns collectively, "Secured Party").

### RECITALS

A. Grantors have requested Secured Party to provide a loan to Grantors in the principal sum of Twenty-Five Million Dollars (\$25,000,000) (the "Loan"), upon the terms set forth in a Loan Agreement of even date herewith (the "Loan Agreement"), which Loan is to be evidenced by one or more Promissory Notes of even date herewith in such amount (hereinafter, with all modifications, renewals, extensions and replacements thereof and therefore, the "Notes").

B. To induce Secured Party to enter into the Loan Agreement and extend the Loan, Grantors propose to grant liens and security interests in their respective intellectual property, as collateral security for the Loan.

### PROVISIONS

For the consideration set out in the recitals herein, and for other good and valuable consideration, the undersigned hereby grant and agree as set forth below. Capitalized terms not otherwise defined herein shall have the meanings set out in the Loan Agreement.

1. **Grant of Security Interest.** Grantors hereby grant to Secured Party a security interest in their now-existing or hereafter acquired right, title and interest in, under and to any and all patents, trademarks, service marks, mask works, copyrights, licenses, and other intellectual property, including (without limitation) all items identified in **Schedule A** attached hereto, all patent, service mark, trademark and mask work applications relating in any way to the subject matter of the foregoing, and all reissues, renewals, extensions, continuations, continuations-in-part and divisions thereof, together in each case with the goodwill of Grantors business connected with the use of each trademark or service mark, or symbolized by each trademark or service mark, all of the foregoing being hereinafter collectively referred to as the "Intellectual Property"; and all proceeds thereof, including, without limitation, all present and future claims of Grantors against third parties for infringement of any Intellectual Property. All the foregoing is hereinafter collectively referred to as "Collateral".

2. **Obligations Secured.** This Agreement is made for the benefit of Secured Party and any subsequent holders of the Notes and/or assignees of the Loan Agreement, to secure repayment of the Loan, payment and performance of all now-

existing and future obligations of Grantors to Secured Party under the Loan Agreement and all other present and future obligations of Grantors to Secured Party (hereinafter collectively, "Obligations").

3. **Warranties And Covenants.**

(a) **No Transfer.** Grantors shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party, except as such action is expressly permitted hereunder.

(b) **Lien Perfection.** Grantors will at their own expense perform all acts necessary to execute, perfect, maintain, record or enforce the security interest granted herein in the Collateral or otherwise to further the provisions of this Agreement. Grantors hereby agree to execute one or more financing statements (or similar documents) with respect to the Collateral and authorizes Secured Party to file and/or record same among the public record. Furthermore, Grantors hereby authorize the Secured Party to record this Agreement among the records of the U.S. Patent and Trademark Office.

(c) **Notice of Subsequent Applications.** Grantors shall not file any application for the issuance of a patent, trademark or service mark with the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, unless Grantors have provided to Secured Party at least ten (10) days prior written notice of its intention to file any such application. Upon the request of the Secured Party, Grantors shall deliver to Secured Party copies of any and all application documents and other papers in respect to such an application.

(d) **No Abandonment.** Grantors shall neither do any act nor omit to do any act, whereby any patent, trademark or service mark which is part of the Collateral may or could become abandoned or unenforceable. Grantors shall immediately notify Secured Party in writing if it knows or has reason to know of any reason why any application, service mark, trademark or patent may become abandoned, invalidated or the subject of any suit, action or proceeding.

(e) **Maintenance.** Grantors will render any assistance necessary to Secured Party without cost to Secured Party in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain each application which is part of the Collateral and all Intellectual Property, including, without limitation, the filing of renewals and paying of annuities.

(f) **Duty to Notify.** Grantors will notify Secured Party of any use by any person or any infringement of the Intellectual Property, and any litigation related to the Collateral, promptly upon their gaining knowledge thereof.

4. **Lender's Remedies.** Upon an Event of Default, and in addition to all other rights and remedies of Secured Party, whether provided by law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantors except as such notice or consent is expressly provided for herein.

(a) **Stop Use.** Secured Party may require that neither Grantors nor any affiliate or subsidiary of Grantors make any use of the Intellectual Property for any purpose whatsoever.

(b) **Disclosure.** Secured Party may disclose confidential or proprietary information relating to Grantors or any Intellectual Property however obtained, in any circumstance where Secured Party in its reasonable discretion determines that such disclosure will assist its exercise of another right or remedy available to it.

(c) **Licenses.** Upon ten (10) days notice to Grantors, Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout the United States of America, its territories and possessions and all foreign countries.

(d) **Sale.** Upon ten (10) days prior notice to Grantors, Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations. Secured Party shall have the power to buy the Collateral or any part thereof, and shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(e) **Power of Attorney.** In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Subparagraphs (c) or (d) above, Secured Party may at any time after default under the Obligations execute and deliver on behalf of Grantors, one or more instruments of assignment of all or any part of the Collateral (or application, letters patent or recording relating thereto), in form suitable for filing, recording or registration (as the case may be). Each Grantor agrees to pay when due all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees and attorneys' fees.

(f) **Application of Proceeds; Deficiency.** Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral to the reasonable costs and expenses thereof, including, without limitation, to reasonable attorneys' fees incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Grantors shall remain liable to Secured Party for any expenses or Obligations remaining unpaid after the application of such proceeds, and Grantors will pay Secured Party on

demand any such unpaid amount, together with interest at the interest rate set forth in the Notes.

(g) Trade Secrets. In the event that any such license, assignment, sale or other disposition of the Collateral (or any part thereof) is made after the occurrence of an event of default under any of the Obligations, Grantors shall supply to Secured Party or Secured Party's designee, its knowledge and expertise relating to the manufacture and sale of products according to the patented inventions and to the provision of services to customers through the use of the Intellectual Property, and its customer lists and other records relating to such products and services.

(h) Uniform Commercial Code. In addition to other rights and remedies provided herein or otherwise available to the Secured Party, the Secured Party shall have, in respect to the Collateral, all rights and remedies of a secured party under Article 9 (or any corresponding article) of the applicable Uniform Commercial Code, whether or not such Code would otherwise be applicable to the Secured Party's rights herein.

5. No Duty On Secured Party; Non-Exclusive. Nothing herein shall be construed as requiring Secured Party to take any action allowed to it herein at any time. All of Secured Party's rights and remedies, whether provided by law, under terms of the Obligations, in this Agreement or otherwise, shall be cumulative and not exclusive. Such rights and remedies may be enforced alternatively, successively or concurrently.

6. Miscellaneous.

(a) Satisfaction. Upon the satisfactory completion of all the terms and conditions of this Agreement and the Obligations and upon full and undefeasible payment of all monies due thereunder, Secured Party will promptly upon Grantors' request execute a release of its security interest in the Intellectual Property and deliver that release to Grantors for filing by it at Grantors' expense.

(b) No Waiver. Any failure or delay by Secured Party to require strict performance Grantors of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantors, specifying such waiver.

(c) Notice. All notices, requests and demands to or upon the respective parties hereto shall be provided in accordance with, and governed by the terms of the Loan Agreement.

(d) Severability; Captions. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement, which shall be deemed severable. The captions and paragraph headings herein shall not be considered part of the this Agreement.

(e) Parties; Changes. This Agreement shall be binding upon and inure to the benefit of Grantors and the Secured Party, and their respective heirs, executors, administrators, legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement and signed by the party to be charged thereby.

(f) Choice of Law. Non-exclusive Venue and Jurisdiction.  
Service of Process. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws and decisions of the District of Columbia, without regard to its principles of conflicts of law. Venue for any adjudication hereof may be in the courts of the District of Columbia or the Federal courts in the District of Columbia, to the jurisdiction of which courts all parties hereby consent, as not inconvenient and not subject to review by any court other than such courts in the District of Columbia. Grantors intend that the courts of the jurisdictions under whose laws Grantors are organized and conduct business shall afford full faith and credit to any judgment rendered by a court of the District of Columbia or the Federal courts in the District of Columbia, against Grantors hereunder, and hold that such District of Columbia courts have *in personam* jurisdiction to enter a valid judgment against Grantors. Grantors hereby irrevocably designate, appoint and empower Leventhal, Senter & Lerman PLLC, 2000 K Street NW, Suite 600, Washington, D.C. 20006 (the "Process Agent"), Facsimile: (202) 293-7783 , Attention: Sally Buckman, Esq., in the case of any suit, action or proceeding brought in the United States of America as their designee, appointee and agent to receive, accept and acknowledge for, and on their behalf and in respect of their property, service of any and all legal process, summons, notices and documents that may be served in any action or proceeding arising out of or in connection with this Agreement. Such service may be made by mailing (by registered or certified mail, postage prepaid) or delivering a copy of such process to Grantors in care of the Process Agent at the Process Agent's above address, and Grantors hereby irrevocably authorize and direct the Process Agent to accept such service on their behalf. As an alternative method of service, Grantors irrevocably consent to the service of any and all process in any such action or proceeding by the mailing (by registered or certified mail, postage prepaid) of copies of such process to the Process Agent or the relevant Grantor at its address specified in the Loan Agreement. Nothing herein shall affect the right of Secured Party to serve process in any other manner permitted by law or commence legal proceedings or otherwise proceed against Grantors in any other jurisdiction. Grantors agree that this submission to jurisdiction and consent to service of process are reasonable and made for the express benefit of Secured Party.

(g) WAIVER OF JURY TRIAL. GRANTORS WAIVE ALL RIGHT TO TRIAL BY JURY OF ALL CLAIMS, DEFENSES, COUNTERCLAIMS AND SUITS OF ANY KIND DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE DEALINGS OF THE PARTIES IN RESPECT HERETO. GRANTORS ACKNOWLEDGE AND AGREE THAT THIS

PROVISION IS A MATERIAL TERM OF THIS AGREEMENT AND THAT SECURED PARTY WOULD NOT EXTEND ANY FUNDS UNDER THE NOTES IF THIS WAIVER OF JURY TRIAL WERE NOT A PART HEREOF. GRANTORS ACKNOWLEDGE THAT THIS IS A WAIVER OF A LEGAL RIGHT AND THAT IT MAKES THIS WAIVER VOLUNTARILY AND KNOWINGLY AFTER CONSULTATION WITH, OR THE OPPORTUNITY TO CONSULT WITH, COUNSEL OF ITS CHOICE. GRANTORS AGREE THAT ALL SUCH CLAIMS, DEFENSES, COUNTERCLAIMS AND SUITS SHALL BE TRIED BEFORE A JUDGE OF A COURT OF COMPETENT JURISDICTION, WITHOUT A JURY.

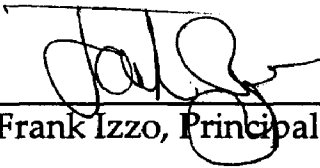
(h) No Marshalling. Notwithstanding the existence of any other security interests held by Secured Party or by any other party, Secured Party shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided herein. Secured Party shall have the right to determine the order in which any or all portions of the Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Grantors, any party who becomes liable for Grantors' obligations and covenants under this Agreement, and any party who now or hereafter acquires a security interest in the Collateral, or any portion thereof, hereby waives any and all right to require any marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

*[Remainder of page intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement for Intellectual Property as of the date first above written.

SECURED PARTY:

ALLIED CAPITAL CORPORATION

By:   
Frank Izzo, Principal

GRANTOR:

RADIOVISA CORPORATION

[Seal]

By: \_\_\_\_\_  
Stephen C. Lehman, Chairman

\_\_\_\_\_)  
\_\_\_\_\_) SS:  
\_\_\_\_\_)

On this the \_\_\_ day of \_\_\_\_\_, 200\_\_, before me,  
\_\_\_\_\_, the undersigned officer, personally appeared  
\_\_\_\_\_, who acknowledged himself to be the Chairman of RadioVisa Corporation, a Delaware corporation, and that he, as such Chairman, being authorized so to do, executed the foregoing Agreement for the purposes therein contained, by signing the name of such corporation as its Chairman.

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

[Notarial Seal]  
My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement for Intellectual Property as of the date first above written.

SECURED PARTY:

ALLIED CAPITAL CORPORATION

By: \_\_\_\_\_  
Frank Izzo, Principal

GRANTOR:

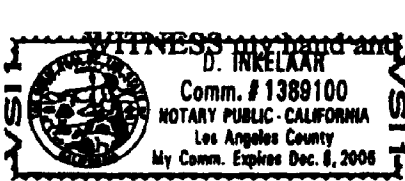
RADIOVISA CORPORATION

[Seal]

By: \_\_\_\_\_  
Robert W. Crawford, Treasurer and  
Chief Financial Officer

State of California )  
 ) SS:  
County of Los Angeles )

On this the 22<sup>nd</sup> day of December, 2003, before me, D. Inkelaar,  
Notary Public, the undersigned officer, personally appeared  
Robert W. Crawford, who acknowledged himself to be the Treasurer and Chief  
Financial Officer of RadioVisa Corporation, a Delaware corporation, and that he, as such  
Treasurer and Chief Financial Officer, being authorized so to do, executed the foregoing  
Agreement for the purposes therein contained, by signing the name of such corporation  
as its Treasurer and Chief Financial Officer.



[Notarial Seal]

My Commission Expires: 12-8-6

WITNESS my hand and official seal this 22<sup>nd</sup> day of December, 2003.  
D. Inkelaar  
Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On Dec. 22, 2003 before me, D. Inkelaar, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert W. Crawford  
Name(s) of Signer(s)

personally known to me – OR  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

D. Inkelaar  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Security Agreement for Intellectual Property

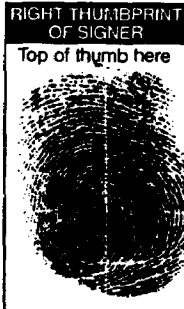
Document Date: 12-22-03 Number of Pages: 1

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert W. Crawford

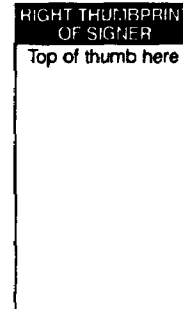
- Individual
- Corporate Officer  
Title(s): Treasurer + Chief Financial Officer
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
RadioVisa Corporation  
RadioVisa Los Angeles, LLC

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

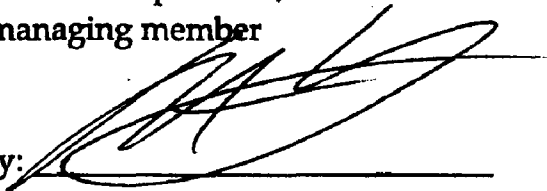


Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

GRANTOR:

RADIOVISA LOS ANGELES, LLC

By: RadioVisa Corporation,  
its managing member

By: 

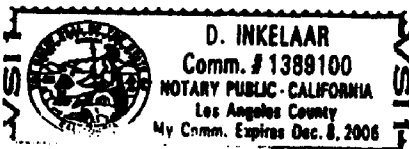
Robert W. Crawford, Treasurer and  
Chief Financial Officer

[Seal]

County of Los Angeles  
State of California ) SS:

On this the 22<sup>nd</sup> day of December, 2003, before me, D. Inkelaar,  
Notary Public, the undersigned officer, personally appeared  
Robert W. Crawford, who acknowledged himself to be the Treasurer and Chief  
Financial Officer of RadioVisa Corporation, a Delaware corporation, and that he, as  
such Treasurer and Chief Financial Officer, being authorized so to do, executed the  
foregoing Agreement for the purposes therein contained, by signing the name of such  
corporation as its Treasurer and Chief Financial Officer.

WITNESS my hand and official seal this 22<sup>nd</sup> day of December, 2003.



D. Inkelaar  
Notary Public

[Notarial Seal]

My Commission Expires: 12-8-6

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On Dec. 22, 2003 before me, D. Inkelaar, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert W. Crawford  
Name(s) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

D. Inkelaar  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Grantor

Document Date: 12-22-03 Number of Pages: 2

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert W. Crawford

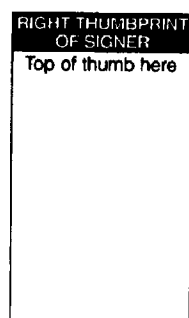
- Individual
- Corporate Officer  
Title(s): Treasurer + Financial Officer *Chief*
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
RadioVisa Corporation

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

# SCHEDULE A

## Schedule of Intellectual Property

**Note: The trademark applications listed below originally listed the owner as RadioVisa, Inc. in error. RadioVisa Corporation has submitted applications to the USPTO to correct this error.**

### Trade or Servicemark Applications

Mark	Aplication Number	Date Filed
RADIOVISA	76/514,983	5/16/03
RADIOVISA	76/514,984	5/16/03
DEPORTES Y MAS	78/304,401	9/23/03
ASI SE HABLA	78/314,531	10/16/03