

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KSCI, Inc.		02/09/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2325 Lakeview Parkway		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78540103	LA 18 KEEPING YOU CONNECTED	
CORRESPONDENCE DATA			
Fax Number:	(404)815-6555		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4048156500		
Email:	TMADMIN@KILPATRICKSTOCKTON.COM		
Correspondent Name:	William H. Brewster		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Valetta A. Northcutt		
Signature:	/van/		
Date:	03/08/2005		
Total Attachments: 10			

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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of February 9, 2005, is entered into by and between **KSCI, INC.**, a Delaware corporation (the "**Grantor**"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("**GE Capital**"), acting in its capacity as the Agent for the Secured Creditors described below and with offices at 2325 Lakeview Parkway, Alpharetta, GA 30004 (the "**Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 9, 2004, among International Media Group, Inc. ("**Borrower**"), the other Credit Parties signatory thereto, the Lenders signatory thereto from time to time, and Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), Lenders have, subject to certain terms and conditions set forth therein, agreed to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement (the "**L/C Obligations**") on behalf of Borrower; and

WHEREAS, in order to induce (i) Agent and Lenders to enter into the Credit Agreement and other Loan Documents (ii) Lenders to make the Loans and to incur L/C Obligations as provided for in the Credit Agreement, and (iii) Lenders and their respective Affiliates (collectively with the Agent and the Lenders, the "**Secured Creditors**") to enter into Hedging Agreements with one or more of the Credit Parties that may give rise to Permitted Hedging Obligations, the Credit Parties agreed to grant a continuing Lien on the Intellectual Property Collateral (as hereinafter defined) to secure the Obligations;

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, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. All other terms contained in this Agreement, unless the context indicates otherwise, have the meanings provided for in the Uniform Commercial Code (the "**Code**") to the extent the same are used or defined therein.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Obligations, the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent, for itself and the benefit of the other Secured Creditors, a Lien upon all of the right, title and interest of the Grantor in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Intellectual Property Collateral**");

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

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

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

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

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

(f) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **Representations and Warranties.** The Grantor represents and warrants to the Secured Creditors that, as of the date hereof, the Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the recording hereof with the United States Patent and Trademark Office, perfected Liens in favor of Agent (for the benefit of itself and the other Secured Creditors) on the Grantor's, Trademarks. Upon recording of this Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement (the "**Security Agreement**") dated as of September 9, 2004 by and among Borrower, its Subsidiaries and Agent, all action necessary or desirable to protect and perfect Agent's Lien on the Grantor's, Trademarks shall have been duly taken.

4. **Security Agreement.** The security interests granted by the Grantor pursuant to this Agreement are granted in conjunction with the security interest granted by each Grantor to Agent, on behalf of itself and the other Secured Creditors, pursuant to the Security Agreement. The Grantor and Agent expressly agree that the security interests granted under this Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Agent of any rights or remedies with respect to any of the Intellectual Property Collateral in accordance with

the terms of the Loan Documents shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail. All proceeds of the Agent's exercise of its rights and remedies hereunder or under the Security Agreement or applicable law with respect to all or any of the Intellectual Property Collateral shall be applied in accordance with the terms of the Credit Agreement. The Agent may make distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof.

5. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

6. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

7. **Termination.** Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date. Upon any such termination of the Liens created hereunder upon the Termination Date, or any such release of Intellectual Property Collateral prior to the Termination Date, the Agent will, at the expense of the Grantors, promptly execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the termination of the Liens created hereby or the release of such Intellectual Property Collateral, as the case may be.

8. **Governing Law.** THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. THE GRANTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR

FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES AMONG THE GRANTOR, AGENT AND LENDERS PERTAINING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, PROVIDED, THAT AGENT, THE LENDERS AND THE GRANTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY, NEW YORK, AND, PROVIDED, FURTHER, NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE INTELLECTUAL PROPERTY COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF AGENT. THE GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND THE GRANTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. THE GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THE GRANTOR AT THE ADDRESS SET FORTH IN THE APPLICABLE NOTICE SECTION OF THE CREDIT AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF THE ACTUAL RECEIPT THEREOF OR THREE (3) BUSINESS DAYS AFTER DEPOSIT IN THE U.S. MAIL, PROPER POSTAGE PREPAID.

9. **Concerning the Agent.** The provisions of the Credit Agreement shall inure to the benefit of the Agent in respect of this Agreement and shall be binding upon the parties hereto and thereto in such respect.

10. **Appointment of Co-Agents.** At any time or times, in order to comply with any legal requirement in any jurisdiction, the Agent may appoint another bank or trust company or one or more other persons, either to act as co-agent or co-agents, jointly with the Agent, or to act as separate agent or agents on behalf of the Secured Creditors with such power and authority as may be necessary for the effectual operation of the provisions hereof and may be specified in the instrument of appointment (which may, in the discretion of the Agent, include provisions for the protection of such co-agent or separate agent similar to the provisions referred to in Section 10).

[Remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTOR:

KSCI, INC.

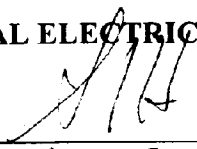
By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:  _____

Name: Steven J. Heise

Title: Duly Authorized Signatory

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTOR:

KSCI, INC.

By: 

Name: Peter Mathes

Title: CEO

ACCEPTED AND ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____

Name: _____

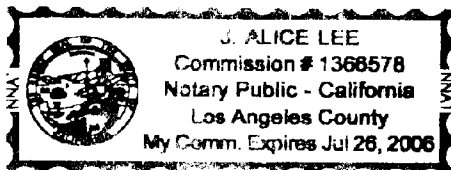
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

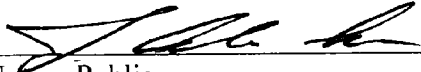
STATE OF CA

COUNTY OF LA

On this 8 day of February, 2005, before me personally appeared Peter Mathes, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KSCI, Inc. and who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.



{seal}


Notary Public

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

None

II. PATENT APPLICATIONS

None

III. PATENT LICENSES

None

SCHEDULE II

to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

None

II. TRADEMARK APPLICATIONS

<u>Applicant</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
KSCI, Inc.	LA 18 KEEPING YOU CONNECTED	78540103	December 30, 2004

III. TRADEMARK LICENSES

None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

None

II. COPYRIGHT APPLICATIONS

None

III. COPYRIGHT LICENSES

None