

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		09/18/2003	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Midcontinental Group Corporation		
Street Address:	1755 The Exchange, Suite 365		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2770686	INSTRUCT	
Registration Number:	2614484	MEDIA1ST	
Registration Number:	2408481	MEDIA 1ST.COM	
Registration Number:	2479939	MEDIA 1ST.COM	
Registration Number:	2479938	BEING 1ST IS EVERYTHING	
CORRESPONDENCE DATA			
Fax Number:	(770)874-0344		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6789040085		
Email:	skfodor@mklawllc.com		
Correspondent Name:	Salmeh Fodor, Esq.		
Address Line 1:	1755 The Exchange, Suite 339		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	Salmeh Fodor, Esq.		

OP \$140.00 2770686

Signature:

/s/ Salmeh Fodor, Esq.

Date:

06/16/2005

Total Attachments: 6

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NON-RECOURSE ASSIGNMENT

FOR the sum of CONFIDENTIAL (the "**Purchase Price**"), and other good and valuable consideration, as more particularly set forth herein, **SILICON VALLEY BANK** (the "**Assignor**"), a California state chartered bank with offices at 3003 Tasman Drive, Santa Clare, California 95054, hereby sells, assigns, and transfers **WITHOUT RECOURSE** to Midcontinental Group Corporation (the "**Assignee**") with an address of 1430 West Peachtree St. Suite 705 Atlanta, GA 30309, in accordance with the terms hereof, all right title, and interest, if any, of the Assignor in and to each of the documents (collectively, the "**Assigned Documents**") related to the Assignor's loan arrangement with **INTLINE.COM, INC. D/B/A MEDIA 1st** (hereinafter, the "**Borrower**") as such Assigned Documents are more particularly described on **Exhibit "A"** annexed hereto and incorporated herein by reference, and all rights, remedies, powers, and discretions of the Assignor thereunder, as if the Assignor had specifically and separately assigned to the Assignee each of the Assigned Documents.

1. **Assignor's Representations and Warranties.** The Assignor warrants and represents solely the following, all as determined in accordance with the Assignor's books and records:

a. **Outstanding Indebtedness:** The following amounts of principal and interest are outstanding under the Assigned Documents as of September 18, 2003:

Loan and Security Agreement (as amended and in effect, the "Loan Agreement") dated December 10, 2001 made by the Borrower in favor of the Bank:

- (1) Principal
- (2) Interest
- (3) Audit Fees
- (4) Legal Fees

CONFIDENTIAL

Total:

b. **Authorization.** The execution by the Assignor of this Non-Recourse Assignment and the performance by the Assignor of the Assignor's obligations hereunder, respectively, have been duly authorized.

2. **Exclusion of Assignor's Warranties and Representations.** Except as specifically provided above, this Non-Recourse Assignment is made by the Assignor without any representations or warranties whatsoever, whether expressed, implied, or imposed by law. Without limiting the generality of the foregoing total exclusion of representations and warranties, this Non-Recourse Assignment is made:

a. **WITHOUT** any representations or warranties with respect to the genuineness of any signature other than those made by or on behalf of the Assignor.



- b. **WITHOUT** any representations or warranties with respect to the collectibility of any amount owed under any of the Assigned Documents by the Borrower or any guarantor of the Borrower's obligations to the Assignor.
 - c. **WITHOUT** any representations as to the financial condition of the Borrower or of any guarantor of the obligations of the Borrower to the Assignor.
 - d. **WITHOUT** any of the representations or warranties described in Article 3 of the Uniform Commercial Code as enacted in The Commonwealth of Massachusetts.
 - e. **WITHOUT** any representations or warranties with respect to the legality, validity, sufficiency, or enforceability of any of the Assigned Documents.
 - f. **WITHOUT** any representations or warranties with respect to respect validity, enforceability, attachment, priority, or perfection of any security interest, attachment, relief, or encumbrance, included in the Assigned Documents, or the compliance with applicable law of any proceedings commenced or followed by the Assignor with respect to the Assignor's loan arrangement with the Borrower.
 - g. **WITHOUT** any representations or warranties with respect to the existence, value, access to, or condition of any collateral granted (or purported to be granted) to the Assignor under the Assigned Documents, including, without limitation, as to any environmental matters (including, without limitation as to the existence of any hazardous materials).
3. **Assignee's Acknowledgment.** The Assignee acknowledges the foregoing total exclusion of representations and warranties and further acknowledges and agrees that except as specifically provided in Paragraph 1, above, the Assignor has not made any representations or warranties whatsoever.
4. **No Endorsement.** This Non-Recourse Assignment does not constitute an endorsement by the Assignor of the Loan Agreement. Any attempt to affix this Non-Recourse Assignment to the Loan Agreement shall be without force or effect to alter the nature of this Non-Recourse Assignment.
5. **Representations by Assignee.** The Assignee represents the following:
- a. The Assignee has determined to purchase this Non-Recourse Assignment and the Assigned Documents following the Assignee's own independent review and inspection of whatever matters the Assignee deemed necessary or appropriate, and not in reliance upon any information provided by the Assignor.
 - b. The Assignee has made the Assignee's own independent investigation and evaluation as to the facts and circumstances relating to this Non-Recourse Assignment.



- c. The Assignee has entered into this transaction after consultation, with independent counsel of the Assignee's own selection and with the sole exception of the representations and warranties specifically made in Paragraph 1 herein is not relying upon any representation or warranty of the Assignor in consummating this transaction.
 - d. The execution by the Assignee of this Non-Recourse Assignment and the performance by the Assignee of the Assignee's obligations hereunder respectively, have been duly authorized by all requisite corporate action, and will not violate any order of any court or governmental agency or any agreement by which the Assignee is bound.
 - e. The Assignee has purchased this Non-Recourse Assignment for the Assignee's own account, and not with a view to resale.
 - f. The Assignee has done a full, complete, and exhaustive evaluation and investigation into the status of the Borrower and into the status of any collateral which purportedly secures the Borrower's obligations under the Assigned Documents, including, without limitation, the Borrower's financial status and the condition or value of the collateral purportedly granted under any of the Assigned Documents.
 - g. The Assignee acknowledges and agrees that the Assignee has investigated and evaluated the status of all outstanding taxes (or any other type of charges or liens whatsoever affecting any of the collateral purportedly granted to the Assignor under the Assigned Documents, and the Assignee further acknowledges that the Assignor is not responsible or liable in any way to the Assignee for the payment or adjustment thereof.
6. **Delivery of Assigned Documents.** Simultaneously with the Assignee's execution and delivery of this Non-Recourse Assignment to the Assignor, together with the payment of the Purchase Price and all other amounts due from the Assignee hereunder in good collected funds, the Assignor shall deliver the following to the Assignee all of the original Assigned Documents in the Assignor's possession.
7. **WAIVER OF TRIAL BY JURY. THE ASSIGNEE MAKES THE FOLLOWING WAIVER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, AND UNDERSTANDS THAT THE ASSIGNOR, IN ENTERING INTO THE WITHIN AGREEMENT IS RELYING THEREON. THE ASSIGNEE, IF AND TO THE EXTENT OTHERWISE ENTITLED THERETO, HEREBY IRREVOCABLY WAIVES ANY PRESENT OR FUTURE RIGHT OF THE ASSIGNEE TO A JURY IN ANY TRIAL OF ANY CASE OR CONTROVERSY IN WHICH THE ASSIGNOR IS OR BECOMES A PARTY (WHETHER SUCH CASE OR CONTROVERSY IS INITIATED BY OR AGAINST THE ASSIGNOR OR IN WHICH THE ASSIGNOR IS JOINED AS A PARTY LITIGANT), WHICH CASE OR CONTROVERSY**



**ARISES OUT OF, OR IS IN RESPECT OF, THE AGREEMENT SET FORTH
HEREIN, OR ANY RELATIONSHIP BETWEEN THE ASSIGNEE, WHETHER
ALONE OR WITH OTHERS, AND THE ASSIGNOR RELATIVE TO THE
LOAN, THE WITHIN ASSIGNMENT, OR OTHERWISE.**

8. **Indemnification.** The Assignee hereby agrees to indemnify, defend, and hold the Assignor, and any of the Assignor's employees, officers, directors, attorneys, or agents (each, an "**Indemnified Person**") harmless of and from any claim brought or threatened against any Indemnified Person by the Borrower, nay creditor of the Borrower, any equity holder in the Borrower, any guarantor or endorser of the Borrower's obligations, or any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of, relating to, or arising out of this Non-Recourse Assignment or any of the Assigned Documents (each of which may be defended, compromised, settled, or pursued by the Indemnified Person with counsel of the Assignor's selection, but at the sole cost and expense of the Assignee). The Assignee, by executing this Non-Recourse Assignment where indicated below, acknowledges and agrees that the Assignee's liability and obligations under this Paragraph shall continue in full force and effect until specifically terminated in writing by a duly authorized officer of the Assignor.

9. **Miscellaneous.**

a. This Non-Recourse Assignment constitutes the entire agreement between the Assignor and the Assignee, shall be construed in accordance with the internal law of The Commonwealth of Massachusetts without regard to any conflicts of laws or principles, and is intended to take effect as a sealed instrument.

b. The Assignee agrees that any legal action, proceeding, case, or controversy against the Assignee with respect to this Non-Recourse Assignment or any loan document may be brought in the Superior Court of Suffolk County Massachusetts or in the United States District Court, District of Massachusetts, sitting in Boston, Massachusetts, as the Assignor may elect in the Assignor's sole discretion. By execution and delivery of this Non-Recourse Assignment, the Assignee, for itself and in respect of the Assignee's property, accepts, submits, and consents generally and unconditionally, to the jurisdiction of the aforesaid courts.

i. The Assignee **WAIVES** personal service of any and all process upon it, and irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the Assignee at the Assignee's address set forth above, such service to become effective five (5) business days after such mailing.

ii. The Assignee **WAIVES**, at the option of the Assignor, any objection based on forum non conveniens and any objection to venue of any action or




proceeding instituted under this Non-Recourse Assignment or any of the Assigned Documents and consents to the granting of such legal or equitable remedy as is deemed appropriate by the Court.

- iii. Nothing herein shall affect the right of the Assignor to bring legal actions or proceedings in any other competent jurisdiction.
- iv. The Assignee agrees that any action commenced by the Assignee asserting any claim or counterclaim arising under or in connection with this Non-Recourse Assignment or any of the Assigned Documents shall be brought in the Superior Court of Suffolk County Massachusetts or in the United States District Court, District of Massachusetts, sitting in Boston, Massachusetts, and that such Courts shall have exclusive jurisdiction with respect to any such action.

Executed as an instrument under seal this 18th day of September, 2003

SILICON VALLEY BANK

By: 
Name: Laura M. Scott
Title: Senior Vice President

**Acknowledged, agreed, and accepted
on the terms and conditions set forth herein:**

MIDCONTINENTAL GROUP CORPORATION


By: 
Name: Lottali Kassim
Title: CFO

EXHIBIT "A" TO A CERTAIN NON-RECOURSE ASSIGNMENT
DATED SEPTEMBER 18, 2003 BY AND BETWEEN
SILICON VALLEY BANK AND MIDCONTINENTAL GROUP CORPORATION

1. Loan and Security Agreement dated December 7, 2001;
2. Intellectual Property Security Agreement dated as of January 29, 2003;
3. Loan Modification Agreement dated as of January 29, 2003;
4. UCC-1 Financing Statement filed with Fulton County, Georgia as Pile No. 060-2001-019814

791773.1

A handwritten signature in black ink, appearing to be a stylized name, is written over a horizontal line.