

01-24-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
and Trademark Office

**RECORDATION F
TRADEMARK ONLY** 103163478

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Medstar Television, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Pennsylvania
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 13, 2006

- Assignment
- Security Agreement
- Other Trademark Collateral Assignment and Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Manufacturers and Traders Trust

Internal Address: Attn: General Counsel's Office

Street Address: One M&T Plaza

City: Buffalo

State: New York

Country: USA Zip: 14240

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: William F. Colby, Jr., Esquire

Internal Address: _____

Street Address: 501 Washington Street
P.O. Box 942

City: Reading

State: PA Zip: 19603

Phone Number: 610-376-6651

Fax Number: 610-376-5243

Email Address: wcolby@barley.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

William F. Colby, Jr.
Signature

1/17/06
Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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40.00 BP
150.00 BP

ATTACHMENT TO RECORDATION FORM COVER SHEET

<u>Owner</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Date of Grant</u>
Medstar Television, Inc.	Medstar®	1478344	March 1, 1988
Medstar Television, Inc.	Medstar Television®	2921881	February 1, 2005
Medstar Television, Inc.	Forensic Files®	2608549	August 20, 2002
Medstar Television, Inc.	Medical Detectives®	2802172	January 6, 2004*
Medstar Television, Inc.	MedstarSource®	2921880	February 1, 2005**
Medstar Television, Inc.	MedstarAdvances®	2921879	February 1, 2005**
Medstar Television, Inc.	MedstarCustom®	2921878	February 1, 2005**

* Prior registration number 2090196, on the supplemental register.

** The MedstarSource, MedstarAdvances and MedstarCustom registrations were held-up by the trademark examiner.

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement") is made this 13th day of January, 2006 by and between MEDSTAR TELEVISION, INC., Pennsylvania corporation maintaining an address of 5920 Hamilton Boulevard, Allentown, PA 18106 (the "Borrower") and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation with banking offices at One M&T Plaza, Buffalo, NY 14240, Attention: General Counsel's Office (the "Bank").

BACKGROUND

The Bank made available to the Borrower certain credit facilities and the Borrower is a guarantor for the benefit of the Bank for a certain credit facility made available by the Bank to Paul A. Dowling (collectively, the "Loans"). As security for the Loans, Borrower agreed to grant a security interest in the Trademarks (as defined hereinbelow) in favor of the Bank. Pursuant to this Agreement and all of the loan documents evidencing and securing the Loans (collectively, the "Loan Documents"), the Bank shall have the right to foreclose on the Trademarks in the event of the occurrence and continuance of an Event of Default under the Loan Documents and/or hereunder (subject, however, to any applicable grace periods specified therein or herein which must expire before such Event of Default occurs).

NOW, THEREFORE, in consideration of the premises, the Borrower hereby agree with the Bank as follows:

1. To secure the complete and timely satisfaction of all indebtedness and obligations of the Borrower to the Bank (collectively, the "Liabilities"), including, but not limited to, all duties, payments and obligations owing to the Bank pursuant to the Loan Documents, the Borrower hereby grants, assigns and conveys to the Bank the entire right, title and interest in and to the Trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license agreements, license royalties and proceeds of infringement suits), all physical manifestations of the foregoing, the right to sue for past, present and future infringements and all accounts, contract rights and other rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates. This Agreement shall constitute a security agreement and the grant of a security interest in the Trademarks under the terms of the applicable Uniform Commercial Code.

2. The Borrower covenants and warrants that:

- (a) To the best of the Borrower's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) To the best of the Borrower's knowledge, each of the Trademarks is valid and enforceable;

(c) To the best of the Borrower's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) To the best of the Borrowers' knowledge, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses (other than licenses to Subsidiaries), registered user agreements and covenants by Borrower not to sue third persons;

(e) The Borrower has the unqualified right to enter into this Agreement and perform its terms;

(f) The Borrower has used, and will continue to use commercially reasonable efforts to cause any licensees of those Trademarks that are material to the Borrower's business to use, for the duration of this Agreement, proper statutory notice in connection with its use of such Trademarks; and

(g) The Borrower has used, and will continue to use commercially reasonable efforts to cause any licensees of Trademarks to use, for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. If, before the Liabilities shall have been satisfied in full, the Borrower shall obtain rights to any new trademarks used with respect to any retail goods of the Borrower, the provisions of Paragraph 1 above shall automatically apply thereto and the Borrower shall give the Bank prompt written notice thereof.

4. The Borrower authorizes the Bank to modify this Agreement by amending Schedule A to include any future trademarks covered by Paragraphs 1 and 3 hereof.

5. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Documents), the Bank hereby grants to the Borrower the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by the Borrower or any of the Borrower's Subsidiaries, for such Person's (and their bona fide licensees under arm's length license agreements) own benefit and account and for none other. The Borrower agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Borrower in this Paragraph 5, without the prior written consent of the Bank; provided, however, that as concerns any sublicense, the consent of the Bank will not be unreasonably withheld, conditioned or delayed.

6. If any Event of Default (as defined in the Loan Documents) shall have occurred and be continuing, the Borrower's license under the Trademarks, as set forth in Paragraph 5 above, shall terminate forthwith, and the Bank shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Reading,

Pennsylvania, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Borrower. Notice of any sale or other disposition of the Trademarks shall be given to the Borrower at least fifteen (15) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any of the Loan Documents or the Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Borrower, which right is hereby waived and released.

7. At such time as the Borrower shall completely satisfy all of the Liabilities, this Agreement shall terminate and the Bank shall execute and deliver to the Borrower all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by the Bank pursuant hereto.

8. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the enforcement of any of the provisions of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Borrower on demand by the Bank and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Loan Documents.

9. The Borrower shall have the duty, through counsel reasonably acceptable to the Bank, to prosecute diligently any trademark applications of the Trademarks material to its business pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make federal application on registerable but unregistered Trademarks material to its business, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by the Borrower. The Borrower shall not abandon any Trademark material to its business without the consent of the Bank, which consent shall not be unreasonably withheld.

10. The Borrower shall have the right, with the prior written consent of the Bank, which will not be unreasonably withheld, to bring or defend any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event the Bank may, if necessary, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Borrower shall promptly, upon demand, reimburse and indemnify the Bank for all

damages, costs and expenses, including reasonable attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this Paragraph 10.

11. In the event of the occurrence of an Event of Default under the Loan Documents, the Borrower hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Borrower's true and lawful attorney-in-fact, with the power to endorse the Borrower's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

12. If the Borrower fails to comply with any of its obligations hereunder, the Bank may do so in the Borrower's name or in the Bank's name, but at the Borrower's expense, and the Borrower hereby agrees to reimburse the Bank in full for all expenses, including reasonable attorneys' fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

13. No course of dealing between the Borrower and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Bank's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. The Background provisions set forth hereinabove are incorporated herein.


16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5 above.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.

MEDSTAR TELEVISION, INC.

By: 
Name: Paul Doelis
Title: president

MANUFACTURERS AND TRADERS TRUST COMPANY

By: 
Walter F. Kropf, Vice President

SCHEDULE "A" TO A TRADEMARK COLLATERAL ASSIGNMENT

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