

08-11-1999

ET

OMB No. 0651-0011 (exp. 4/9)

8-9-99



101114162

Tab settings

To the Honorable Commissioner of Patents and

original documents or copy thereof.

1. Name of conveying party(ies):
College Television Network, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

July 26, 1999

Execution Date:

2. Name and address of receiving

Name: LaSalle Bank National Association

Internal Address: _____

Street Address : 135 South LaSalle Street

City: Rolling Meadows State: IL Zip: 60603

- Individual(s) citizenship _____
- Association _____

- General Partnership _____
- Limited Partnership _____
- Corporation State _____
- Other National Banking Association

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration

1,939,928 1,859,672 1,941,143

Additional numbers attached? Yes No

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

Name: Federal Research Corp

Internal Address: _____

Street Address: 400 Seventh St

Suite 101

City: Washington DC ZIP 20004

6. Total number of applications and registrations

3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

08/10/1999 DCDATES 00000214 1939928

01 FC:481 40.00 DP
02 FS:482 50.00 DP

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.

Nancy A. Butler
Name of Person

Nancy A. Butler
Signature

8/14/99
Date

5

Total number of pages including cover sheet, attachments

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

WHEREAS, College Television Network, Inc., a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of July 26, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with LaSalle Bank National Association, a national banking association ("Lender") providing for extensions of credit and other financial accommodations to be made to Grantor by Lender; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 26, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Lender (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lender a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as hereinafter defined), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks

and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

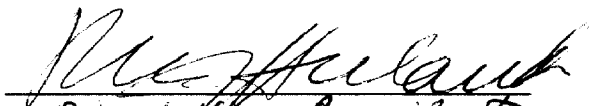
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

For purposes of this Agreement, "Trademark License" means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements described in Schedule 1 hereof.

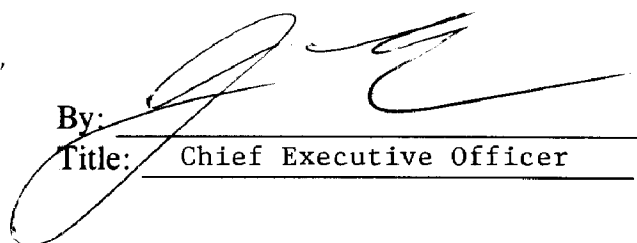
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 16th day of July, 1999.

Acknowledged:

**LaSALLE BANK NATIONAL
ASSOCIATION**, a national banking
association

By: 
Its: First Vice President

**COLLEGE TELEVISION NETWORK,
INC.**, a Delaware corporation

By: 
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On the 26TH day of JULY, 1999 before me personally appeared Jason Elkin, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chief Executive Officer of College Television Network, Inc., who being by me duly sworn, did depose and say that he is Chief Executive Officer of College Television Network, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{Seal}

My commission expires:

My Commission Expires August 14, 2000

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
“Link - The College Magazine”	#1,939,928	1/9/98
“Link - The Interactive College Magazine”	#1,859,672	1/9/98
“Digital Campus”	#1,941,143	1/9/98

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		