

04-19-1999

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101014389

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

M20 4.12.99

1. Name of conveying Party(ies):
Witter Publishing Co., Inc.

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State New Jersey
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving Party(ies)
Name: MCG Finance Corporation

Internal Address: _____

Street Address: 1100 Wilson Blvd., Suite 800

City: Arlington State: VA ZIP: 22209

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

Execution Date: March 31, 1999

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/493905
75/496905
75/493915
75/506996
75/506010

B. Trademark Registration No's
2,183,831
2,210,986
2,190,668

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Samuel G. Rubenstein
Internal Address: Bryan Cave LLP

04/16/1999 ISH08077 00000071 75493905

01 FC:481
02 FC:481

Street Address: 700 Thirteenth Street, N.W.
City: Washington State: DC ZIP: 20005

6. Total Number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41): \$ 365.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number: _____
(Attach) duplicate copy of this page if paying by deposit account)

9. State 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.

Dana E. Stern April 6, 1999
Name of Person Signing Signature Date

Total number of pages including this cover sheet and any attachments: 20

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

4.A. Trademark Application Numbers

75/506998

75/506009

75/506007

75/506008

75/506011

75/506997

INTELLECTUAL PROPERTY SECURITY AGREEMENT
SCHEDULE A

COPYRIGHT COLLATERAL

Copyrights - Witter Publishing Corp.

As of March 30, 1999

Precision Cleaning Magazine

Copyrights Received

November/December, 1993 through October, 1998

December, 1998

Copyrights Applied/Pending

November, 1998

January, 1999

February, 1999

March, 1999

Parts Cleaning Magazine

Copyrights Received

April/May, 1997 through November/December, 1998

Copyrights Applied/Pending

January, 1999

February, 1999

March, 1999

Flow Control Magazine

Copyrights Received

June/July, 1995 through November, 1998

Copyrights Applied/Pending

December, 1998

January, 1999

February, 1999

March, 1999

Contingency Planning & Management magazine

Copyrights Received

March/April, 1996 through September, 1997

November/December, 1997 through January, 1999

Copyrights Applied/Pending

October, 1997

February, 1999

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of March 31, 1999, by **WITTER PUBLISHING CO., INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG FINANCE CORPORATION (including any successor, participant, assignee or transferee thereof, "Lender").

RECITALS

WHEREAS, Grantor and certain related entities (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Lender for a credit facility consisting of a \$2.6 million term loan credit arrangement; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers and Lender dated as of March 31, 1999 (as may be amended from time to time, "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Security Agreement by and between Grantor and Lender dated as of March 31, 1999 (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Lender; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Lender for purposes of securing the obligations to Lender under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lender pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Lender hereby agree as follows:

1. Grant. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses

set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Lender.

4. Power of Attorney. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the

signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions:

(a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Lender (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Lender to evidence such termination.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

By: Francis R. Pisak
Name: Francis R. Pisak
Title: Secretary

[CORPORATE SEAL]

WITTER PUBLISHING CO., INC.
(Grantor)

By: R. Andrew Witter
Name: R. Andrew Witter
Title: President

Address: 84 Park Avenue
Flemington, NJ 08822

Telephone: (908) 788-0343

Facsimile: (908) 806-6838

WITNESS:

By: _____

MCG FINANCE CORPORATION
(Lender)

By: _____
Jon A. Slabaugh, Managing Director

Address: 1100 Wilson Blvd.
Suite 800
Arlington, VA 22209

Telephone: (703)247-7500

Facsimile: (703)247-7505

TRADEMARK
REEL: 001885 FRAME: 0301

REEL: 1885 FRAME: 0301

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

WITTER PUBLISHING CO., INC.
(Grantor)

By: _____
Name: _____
Title: _____

By: _____
Name: R. Andrew Witter
Title: President

[CORPORATE SEAL]

Address: 84 Park Avenue
Flemington, NJ 08822

Telephone: (908) 788-0343
Facsimile: (908) 806-6838

WITNESS:

MCG FINANCE CORPORATION
(Lender)

By: *Merie McConnell*

By: *Jon A. Slabaugh*
Jon A. Slabaugh, Managing Director

Address: 1100 Wilson Blvd.
Suite 800
Arlington, VA 22209

Telephone: (703)247-7500
Facsimile: (703)247-7505

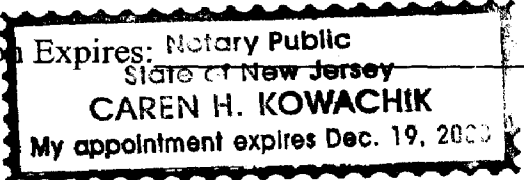
ACKNOWLEDGMENT

STATE OF New Jersey :
 : SS
COUNTY OF Hunterdon :

Before me, the undersigned, a Notary Public, on this 25 day of March, 1999, personally appeared R. Andrew Witter and Francis Spisak, to me known personally, who, being by me duly sworn, did each separately say that he/she is the President and Secretary (respectively, as appropriate) of **Witter Publishing Co., Inc.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said Witter Publishing Co., Inc. by authority of its Board of Directors, and the said President and Secretary each acknowledged said instrument to be his/her free act and deed.

Caren H. Kowachik
Notary Public

My Commission Expires:



ACKNOWLEDGEMENT

STATE OF Virginia :
 : SS
COUNTY OF Arlington :

Before me, the undersigned, a Notary Public, on this 25th day of March, 1999, personally appeared Jon A. Slabaugh, to me known personally, who, being by me duly sworn, did say that he is the Managing Director of **MCG FINANCE CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Finance Corporation by authority of its Board of Directors (through its Credit Committee), and the said Managing Director acknowledged said instrument to be his free act and deed.

Mary Cotturo
Notary Public

My Commission Expires: My Comm. Exps. _____, 2002

164360

March, 1999

SCHEDULE B

PATENT COLLATERAL

None

TRADEMARK COLLATERAL

Magazines: Flow Control, Parts Cleaning, Precision Cleaning (Cl. 16)

Flow Control Magazine: Fed.Cl. 16

Filed Application
Serial No. 75/493905
Filed June 1, 1998
Have filing receipt

Status: Initial office Action received. Response being prepared.

Parts Cleaning Magazine: Fed. Cl. 16

Filed Application
Serial No. 75/496905
Filed June 1, 1998
Have filing receipt

Status: Initial office Action received. Response being prepared.

Precision Cleaning Magazine: Fed. Cl. 16

Filed Application
Serial No. 75/493915
Filed June 1, 1998
Have filing receipt

Status: Initial office Action received. Response being prepared.

Flow Control: NJ State Cl. 16

Registered
Registration No. 14938
Valid until November 7, 2002

Status: Registered

Parts Cleaning: NJ State Cl. 16

Registered
Registration No. 14940
Valid until November 7, 2002

Status: Registered

CleanTech Cl. 35, CleanTech Asia, CleanTech Europe

CleanTech Fed. Cl. 35

Registered

Registration Date: August 25, 1998

Calendar Dates: August 25, 2004

August 25, 2008

Serial No. 75/310972

Reg. No. 2,183,831

Status: Registered

CleanTech Asia

Filing receipt

Application No. 5771/98

Application Date: June 9, 1998

Note: "The Registry will issue the first examination report within 12-18 months.

Status: Application is filed.

CleanTech Europe

European Community

Filing receipt

Application No. 902114

Application Date: May 8, 1998

Status: Application is filed

Contingency Planning Management

Contingency Planning Management Cl. 16

Serial No. 75/383941

Notice of Publication

Status: Registered 12/15/98

Registration No. 2,210,986

Contingency Planning Management - NJ State Cl. 16

Registered 11/7/98

Register No. 14939

Valid until November 7, 2002

Status: Registered

Contingency Planning & Design Cl. 35

Serial No. 75/310971

Notice of Publication

Status: Registered 9/22/98

Registration No. 2,190,668

Witter Publishing Corporation

Witter Publishing Corporation (Design) Cl. 16

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506996

Status: Initial office Action received. Response being prepared.

Witter Publishing Corporation Cl. 16

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506010

Status: Initial office Action received. Response being prepared.

Witter Publishing Corporation (Design) Cl. 35

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506998

Status: Initial office Action received. Response being prepared.

Witter Publishing Corporation Cl. 35

Status: Application was lost in mail or at the Trademark Office. It is being refiled.

Witter Publishing Corporation Cl. 41

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506009

Status: Initial office Action received. Response being prepared.

WP Witter Publishing Corporation (Design) Cl. 41

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506007

Status: Initial office Action received. Response being prepared.

Witter Publishing Corporation Cl. 42

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506008

Status: Initial office Action received. Response being prepared.

Witter Publishing Corporation (Design) Cl. 42

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506011

Note: The original filing receipt for this trademark was sent back to the trademark office for a correction.

Status: Initial office Action received. Response being prepared.

WPC Expositions

WPC Expositions Cl. 35

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506997

Status: Initial office Action received. Response being prepared.

SCHEDULE B

PATENT COLLATERAL

None

SCHEDULE C

TRADEMARK COLLATERAL

Magazines: Flow Control, Parts Cleaning, Precision Cleaning (Cl. 16)

Flow Control Magazine: Fed.Cl. 16

Filed Application

Serial No. 75/493905

Filed June 1, 1998

Have filing receipt

Status: Initial office Action received. Response being prepared.

Parts Cleaning Magazine: Fed. Cl. 16

Filed Application

Serial No. 75/496905

Filed June 1, 1998

Have filing receipt

Status: Initial office Action received. Response being prepared.

Precision Cleaning Magazine: Fed. Cl. 16

Filed Application

Serial No. 75/493915

Filed June 1, 1998

Have filing receipt

Status: Initial office Action received. Response being prepared.

Flow Control: NJ State Cl. 16

Registered

Registration No. 14938

Valid until November 7, 2002

Status: Registered

Parts Cleaning: NJ State Cl. 16

Registered

Registration No. 14940

Valid until November 7, 2002

Status: Registered

CleanTech Cl. 35, CleanTech Asia, CleanTech Europe

CleanTech Fed. Cl. 35

Registered

Registration Date: August 25, 1998

Calendar Dates: August 25, 2004

August 25, 2008

Serial No. 75/310972

Reg. No. 2,183,831

Status: Registered

CleanTech Asia

Filing receipt

Application No. 5771/98

Application Date: June 9, 1998

Note: "The Registry will issue the first examination report within 12-18 months.

Status: Application is filed.

CleanTech Europe

European Community

Filing receipt

Application No. 902114

Application Date: May 8, 1998

Status: Application is filed

Contingency Planning Management

Contingency Planning Management Cl. 16

Serial No. 75/383941

Notice of Publication

Status: Registered 12/15/98

Registration No. 2,210,986

Contingency Planning Management - NJ State Cl. 16

Registered 11/7/98

Register No. 14939

Valid until November 7, 2002

Status: Registered

Contingency Planning & Design Cl. 35

Serial No. 75/310971

Notice of Publication

Status: Registered 9/22/98

Registration No. 2,190,668

Witter Publishing Corporation

Witter Publishing Corporation (Design) Cl. 16

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506996

Status: Initial office Action received. Response being prepared.

Witter Publishing Corporation Cl. 16

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506010

Status: Initial office Action received. Response being prepared.

Witter Publishing Corporation (Design) Cl. 35

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506998

Status: Initial office Action received. Response being prepared.

Witter Publishing Corporation Cl. 35

Status: Application was lost in mail or at the Trademark Office. It is being refiled.

Witter Publishing Corporation Cl. 41

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506009

Status: Initial office Action received. Response being prepared.

WP Witter Publishing Corporation (Design) Cl. 41

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506007

Status: Initial office Action received. Response being prepared.

Witter Publishing Corporation Cl. 42

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506008

Status: Initial office Action received. Response being prepared.

Witter Publishing Corporation (Design) Cl. 42

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506011

Note: The original filing receipt for this trademark was sent back to the trademark office for a correction.

Status: Initial office Action received. Response being prepared.

WPC Expositions

WPC Expositions Cl. 35

Filing receipt

Filing Date: June 22, 1998

Serial No. 75/506997

Status: Initial office Action received. Response being prepared.