

101090620

To the Honorable Commissioner of Patents

Name of conveying party(ies):  
Audio Book Club, Inc.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Effective Date: December 31, 1998

2. Name and address of receiving party(ies)  
 Name: Fleet National Bank, as agent  
 Internal Address: \_\_\_\_\_  
 Street Address: One Federal St  
 City: Boston State: MA ZIP: 02110

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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)  
 Additional name(s) & address(es) attached?  Yes  No

Application number(s) or patent number(s):

A. Trademark Application No.(s)  
 \_\_\_\_\_

B. Trademark Registration No.(s)  
 \_\_\_\_\_

Additional numbers attached?  Yes  No

Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Laura Konrath  
 Internal Address: Winston & Strawn  
 33rd Floor  
 Street Address: 35 West Wacker Drive  
 City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$390.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 N/A

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

07/13/1999 MTHAI1 00000223 2097439 DO NOT USE THIS SPACE

Stamp: 01 FC:481 40.00 OP  
 02 FC:482 350.00 OP

Signature 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.

Laura Konrath  
 Name of Person Signing

*[Signature]*  
 Signature

\_\_\_\_\_  
 Date

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

Continuation Item 1:

ABC Internet Services, Inc.  
a New York Corporation

ABC Investment Corp.  
a Delaware Corporation

CH Acquisitions Corp.  
a Delaware Corporation

Continuation  
Item 4

| <u>Intellectual Property</u>  | <u>Registration No.</u>                            |
|---|--|
| <u>Trademarks</u>   |  |
| <u>Mark/Work</u>  |  |
| Miscellaneous Design  | No. - 2,097,439                                    |
| Miscellaneous Design  | No. - 2,097,440                                    |
| Audio Book Club & Design  | No. - 2,110,587                                    |
| Miscellaneous Design  | No. - 1,938,108                                    |
| Audio Book Club & Design  | No. - 1,965,035                                    |
| Where Books Come to Life! & Design  | No. - 2,117,493                                    |
| Audio Book Club - Where Books Come to Life & Design                           | No. - 2,158,535                                    |
| Audio Book Club - World's Largest Selection & Design 75/382801                | Pending - Filed 10/31/97                           |
| Audio Book Club - World's Largest Selection of Audio Books & Design 75/382818 | Pending - Filed 10/31/97                           |
| Miscellaneous Design 75/389209  | Pending - Filed 11/13/97                           |
| Where Books Come to Life!   | <del>Pending</del> - Filed 11/13/97 2,244,389 Reg. |
| Audio Book Club - Where Books Come to Life & Design 75/389207                 | Pending - Filed 11/13/97                           |
| BooksAloud 75/468847  | Pending - Filed 4/16/98                            |
| BooksAloud.com 75/468846  | Pending - Filed 4/16/98                            |
| Audio Book Club 75/567910   | File Refusal Entered; Appeal Pending               |

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

December 31, 1998

from

AUDIO BOOK CLUB, INC.,  
ABC INTERNET SERVICES, INC.,  
CLASSIC RADIO HOLDING CORP.,  
CLASSIC RADIO ACQUISITION CORP.,  
ABC INVESTMENT CORP., and  
CH ACQUISITIONS CORP.

as Grantors,

to

FLEET NATIONAL BANK,

as Administrative Agent

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT** dated December 31, 1998 made by AUDIO BOOK CLUB, INC., a Florida corporation with an office at 2295 Corporate Boulevard, Suite 222, Boca Raton, Florida 33431 (the "Borrower"), the Additional Grantors, ABC INTERNET SERVICES, INC., a New York corporation with an office at 2295 Corporate Boulevard, Suite 222, Boca Raton, Florida 33431, CLASSIC RADIO HOLDING CORP., a Delaware corporation with an office at 2295 Corporate Boulevard, Suite 222, Boca Raton, Florida 33431, CLASSIC RADIO ACQUISITION CORP., a Delaware corporation, with an office at 2295 Corporate Boulevard, Suite 222, Boca Raton, Florida 33431, ABC Investment Corp., a Delaware corporation, with an office at 103 Springer Building, 3411 Silver Side Road, Wilmington, DE 19810 and CH ACQUISITIONS CORP., a Delaware corporation, with an office at 2295 Corporate Boulevard, Suite 222, Boca Raton, Florida 33431, (as defined in Section 13(c)) (the Additional Grantors, together with the Borrower, the "Grantors") to FLEET NATIONAL BANK, as administrative agent (in such capacity, together with successors in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

## PRELIMINARY STATEMENTS:

(1) The Borrower has entered into a Credit Agreement, dated of even date herewith (said Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the banks, financial institutions and other institutional lenders party thereto (the "Lenders"), Fleet National Bank, as the Issuing Bank, and Fleet National Bank, as the Administrative Agent.

(2) It is a condition precedent to the making of Advances by the Lenders, the issuance of Letters of Credit by the Issuing Bank under the Credit Agreement and the Hedge Banks' entering into the Bank Hedge Agreements with the Borrower from time to time that the Borrower shall have granted the assignment and security interest and made the pledge and assignment contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Secured Parties to make Advances under the Credit Agreement, the Issuing Bank to issue Letters of Credit under the Credit Agreement, and the Hedge Banks to enter into Bank Hedge Agreements with the Borrower from time to time, each of the Grantors hereby agrees with the Administrative Agent for its benefit and the ratable benefit of the Secured Parties as follows:

**SECTION 1. Grant of Security.** Each of the Grantors hereby assigns as collateral and pledges to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties a security interest in the following, in each case, as to each type

of property described below, whether now owned or hereafter acquired by such Grantor, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell the same, (ii) the right to sue or otherwise recover for any misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof (to the extent that assignment of such application is permissible under 15 U.S.C. 1060), including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, whether statutory or common law, and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and

payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Copyrights");

(d) all license agreements (subject to the rights of the other parties thereto) with any other Person in connection with any of the Patents, Trademarks or Copyrights, or such other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the "Licenses"); provided, however, that to the extent that the consent of any other party to any of the Licenses is required, under the terms thereof, for the collateral assignment thereof, then this Agreement shall not effect any collateral assignment of (or otherwise be applied so as to cause a default under) such Licenses; and

(e) all proceeds of any of the foregoing Patents, Trademarks, Copyrights and Licenses, including, without limitation, any claims by such Grantor against third parties for infringement of the Patents, Trademarks, Copyrights or Licenses.

(f) As used in this Agreement, the terms (i) "ABC Intellectual Property Collateral" shall mean the Intellectual Property Collateral of the Grantors not acquired as a result of the consummation of the Acquisitions and (ii) "Acquired Intellectual Property Collateral" shall mean the Intellectual Property Collateral of the Grantors acquired as a result of the consummation of the Acquisitions.

SECTION 2. Security for Obligations. This Agreement secures the payment of all Obligations of each Grantor now or hereafter existing under the Loan Documents, whether for principal, interest, fees, expenses or otherwise (all such Obligations secured being the "Secured Obligations").

SECTION 3. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Administrative Agent of any of the rights or remedies hereunder shall not release any Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) neither the Administrative Agent nor any Secured Party shall have any obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Administrative Agent or any Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

**SECTION 4. Representations and Warranties.** The Grantors jointly and severally represent and warrant as follows:

(a) Each Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by such Grantor free and clear of any Lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Loan Documents (including, without limitation, any Liens disclosed in Section 6.1 of the Credit Agreement); provided, however, Grantors may possess derivative copyrights in works considered to be in the "public domain" as to which third parties may also have claims. No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral or listing any Grantor or any of its Subsidiaries or any trade name of any Grantor or any of its Subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office) (except that the foregoing representation as to the Acquired Intellectual Property Collateral is made only to the knowledge of the Grantors in respect of filings or recordings that are not Uniform Commercial Code filings), except such as may have been filed in favor of the Administrative Agent relating to this Agreement or one of the other Loan Documents, or as may be permitted pursuant to the Credit Agreement.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by each Grantor. Set forth in Schedule II is a complete and accurate list of all trademark and service mark registrations and all trademark and service mark applications owned by each Grantor. Set forth in Schedule III is a complete and accurate list of all copyright registrations and copyright applications owned by each Grantor. Set forth in Schedule IV is a complete and accurate list, in all material respects, of all Licenses in which each Grantor is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. Such Grantor has made all necessary filings and recordations to protect and maintain its interest in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, copyright registrations and copyright applications and Licenses set forth in Schedules I, II, III and IV hereto which are part of the ABC Intellectual Property Collateral, except where the failure to make any such filings and recordations would not have a Material Adverse Effect.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto (except for any which is immaterial to the business of such Grantor) is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable. Each License of each Grantor identified in Schedule IV (except for any which is immaterial to the business of such Grantor) is, to the best of each Grantor's knowledge, subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is, to the best of each Grantor's knowledge, valid and enforceable. No Grantor is aware of any uses of any item of Intellectual Property Collateral (except for any which is immaterial to the business of such Grantor) which would be



expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral.

(d) No Grantor has made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral (except for any which is immaterial to the business of such Grantor). Except as set forth on Schedule 4(d), no Grantor has granted any license (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral (except for any which is immaterial to the business of such Grantor).

(e) Each Grantor has used proper statutory notice in connection with its use of each patent, each registered trademark and service mark and each copyright contained in Schedule I, II or III (except for any which is immaterial to the business of such Grantor).

(f) This Agreement creates in favor of the Administrative Agent, on behalf of itself and the Lender Parties, a valid (upon filing of financing statements and with the appropriate U.S. patent and trademark or copyright office) first priority security interest in the Intellectual Property Collateral of each Grantor which can be perfected by such filings, securing the payment of the Secured Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest as requested by the Administrative Agent have been duly taken; provided however, it is understood that with respect to any rights which any Grantor may have in copyrights licensed or acquired from third parties, a security interest in such copyrights can only be perfected through filing in the U.S. Copyright Office if such copyrights have been previously registered with the U.S. Copyright Office; and provided further, except as set forth in the Schedules attached hereto, each Grantor makes no representations or warranties about which, if any, of such copyrights have been registered with the U.S. Copyright Office.

(g) Except as set forth in Schedule 4.4 of the Credit Agreement, and any required consent of other parties to Licenses, no consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by any Grantor of the assignment and security interest granted hereby, for the pledge by any Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by each Grantor, (ii) for the perfection or maintenance of the pledge, assignment and security interest created hereby (including the first priority nature of such pledge, assignment and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements have been duly filed, and the filing and recording of this Agreement in the United States Patent and Trademark Office and the United States Copyright Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Administrative

Agent of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement. To the extent that any of the Licenses entered into after the date hereof is material to the business of the subject Grantor or accounted for or could reasonably be expected to account for more than \$250,000 in gross revenues to the Grantors during Borrower's current or subsequent fiscal year, such Grantor will hereafter promptly use its commercially reasonable efforts (without being required to incur any unreasonable expense) to obtain any required third party consent for the assignment of such License hereunder.

(h) Except as set forth on Schedule 4(i) hereto or Schedule 4.4 or 4.9 to the Credit Agreement, no claim has been made to or by any Grantor and is continuing or threatened to or by any Grantor that any item of Intellectual Property Collateral (except that which is immaterial to such Grantor's business) is invalid or unenforceable or that the use by any Grantor of any Intellectual Property Collateral (except that which is immaterial to such Grantor's business) does or may violate the rights of any Person. To the best of each Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property Collateral (except that which is immaterial to such Grantor's business) or could not reasonably be expected to result in a claim or claiming against such Grantor for amount exceeding \$250,000 individually or in the aggregate.

(i) Each Grantor has taken all reasonably necessary steps to use consistent standards of quality in the manufacture, distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral, which is part of the ABC Intellectual Property Collateral and material to such Grantor's business, and has taken all commercially reasonable steps to ensure that all licensed users of any of the Intellectual Property Collateral, which is part of the ABC Intellectual Property Collateral and material to such Grantor's business, use such consistent standards of quality.

(j) Nothing has come to the attention of any Grantor which causes it to believe that any representation or warranty received by such Grantor and contained in the Acquisition Agreements relating to the Acquired Intellectual Property Collateral of such Grantor contains an untrue statement of material fact or omits to state a material fact necessary to make the statements not misleading which fact or omission could reasonably be expected to have a material adverse effect on the business, condition (financial or otherwise), results of operations, performance, reasonably foreseeable business prospects or properties of such Grantor.

(k) For purposes of any of the representations, warranties or covenants contained in this Agreement, the phrase "material to business of any Grantor" or other similar phrase shall be deemed, when referring to effects of any events or items on either Classic Radio Holding Corp. or Classic Radio Acquisition Corp., to refer to the effects of any such events or items on their respective businesses taken as a whole and not individually.

**SECTION 5. Further Assurances.** (a) Each of the Grantors jointly and severally agrees that from time to time, at the expense of such Grantor, such Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Administrative Agent believes may be reasonably necessary, or that the Administrative Agent may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, each Grantor will, upon the reasonable request of the Administrative Agent, with respect to the Intellectual Property Collateral owned by such Grantor, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary, or as the Administrative Agent may reasonably request, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, if it obtains an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, copyright registration, copyright application, work of authorship or License, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, copyright registration, copyright application, work of authorship or License will automatically become part of the Intellectual Property Collateral; provided, however, that to the extent the consent of any other party to any such License is required, under the terms thereof, for the collateral assignment thereof, then this Agreement shall not effect any collateral assignment of (or otherwise be applied so as to cause a default under) such License for so long as (but only for so long as) such consent would be required and has not been obtained. Each Grantor further agrees that it shall deliver to the Administrative Agent a written report, in reasonable detail, on an annual basis (starting on or about December 31, 1999, and thereafter on or about December 31 of each succeeding year), setting forth each new patent, patent application, trademark or

service mark registration, trademark or service mark application, copyright registration, copyright application or License that such Grantor has filed, acquired or otherwise obtained in U.S. the preceding six month reporting period. Such Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedules I, II, III and IV hereto (and shall cooperate with the Administrative Agent in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, copyright application or License which becomes part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration and copyright application set forth in Schedule I, II or III hereto (except for those which individually and in the aggregate are immaterial to the Grantor's business), each Grantor agrees to take all reasonably necessary steps, including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and copyright registration, and (ii) pursue each such patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Each Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application to which it is now or later becomes entitled (except for those which individually and in the aggregate are immaterial to the Grantor's business). Any and all expenses incurred in connection with such activities will be borne by such Grantor. No Grantor shall discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application now or hereafter included in the Intellectual Property Collateral (except for those which individually and in the aggregate are immaterial to the Grantor's business), unless the relevant Grantor shall have first determined in its sound and reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of such Grantor's business, in which case, such Grantor shall give written notice of any such abandonment or discontinuance to the Administrative Agent pursuant to the annual reporting requirement contained in Section 5(d) above.

(f) Each Grantor agrees to notify the Administrative Agent promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral (except for those which individually and in the aggregate are immaterial to the Grantor's business) has been determined to have become abandoned or dedicated to the public, (ii) of the institution of any proceeding by or against such Grantor (including, without limitation, the institution of any proceeding in

the United States Patent and Trademark Office or any court) regarding any infringement or unauthorized use of (or similar claim with respect to) item of the Intellectual Property Collateral which is material to such Grantor's business, or (iii) of any adverse determination in any such proceeding.

(g) In the event that a Grantor makes a determination in its reasonable business judgment that any item of the Intellectual Property Collateral, which is material to such Grantor's business, is infringed or misappropriated by a third party, such Grantor shall promptly notify the Administrative Agent and will take such actions as such Grantor or, following the occurrence and during the continuance of a Default of an Event of Default, the Administrative Agent deems reasonable and appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense incurred in connection with such activities will be borne by such Grantor.

(h) Each Grantor shall use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks, and copyrights contained in Schedule I, II or III (except for those which individually and in the aggregate are immaterial to the Grantor's business).

(i) Each Grantor shall take all steps which it or, following the occurrence and during the continuance of a Default or an Event of Default, the Administrative Agent deems reasonable and appropriate under the circumstances to preserve and protect its Intellectual Property Collateral, which is material to such Grantor's business, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably appropriate to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

**SECTION 6. Transfers and Other Liens.** Each of the Grantors agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Intellectual Property Collateral except as expressly permitted by the Credit Agreement, or (ii) create or suffer to exist any Lien upon or with respect to any of the Intellectual Property Collateral except for the pledge, assignment and security interest created by this Agreement and except for Liens expressly permitted by Section 6.1 of the Credit Agreement; provided, however, that this Section 6 shall not, unless an Event of Default has occurred and is then continuing, prohibit, impair or limit the right or ability of any Grantor to grant licenses in respect of any of the Intellectual Property Collateral in the ordinary course of business.

**SECTION 7. Administrative Agent Appointed Attorney-in-Fact.** Each of the Grantors hereby irrevocably appoints the Administrative Agent such Grantor's attorney-in-fact,

with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default and upon notice to such Grantor to take any action and to execute any instrument that the Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Administrative Agent may deem necessary or desirable to enforce the rights of the Administrative Agent with respect to any of the Intellectual Property Collateral.

SECTION 8. Administrative Agent May Perform. If any of the Grantors fails to perform any agreement contained herein, the Administrative Agent may itself, upon fifteen (15) days' notice to such Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Administrative Agent incurred in connection therewith shall be borne by such Grantor.

SECTION 9. The Administrative Agent's Duties. The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Administrative Agent shall have no duty as to any Intellectual Property Collateral, whether or not the Administrative Agent or any other Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Administrative Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Administrative Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Administrative Agent may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any other Loan Document or otherwise available to it, all the rights and remedies of a secured party upon default under the New York Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform

Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require any and all of the Grantors to, and each Grantor hereby agrees that it will at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Administrative Agent and make them available to the Administrative Agent at a place and time to be designated by the Administrative Agent; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable; and (iii) occupy any premises owned or leased by any Grantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and such Grantor will supply to the Administrative Agent or its designee such Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, such Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' written notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Administrative Agent, be held by the Administrative Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Administrative Agent pursuant to Section 11(b)), in whole or in part, by the Administrative Agent, for the ratable benefit of the Secured Parties against all or any part of the Secured Obligations in such order as the Loan Documents may require and otherwise as the Administrative Agent may elect. Any surplus of such cash or cash proceeds held by the Administrative Agent and remaining after payment in full of all of the Secured Obligations shall be paid over to the applicable Grantors or to whomever may be lawfully entitled to receive such surplus.

(c) The Administrative Agent may exercise any and all rights and remedies of any of the Grantors in respect of the Intellectual Property Collateral.

(d) All payments received by any Grantor in respect of the Intellectual Property Collateral shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Administrative Agent in the same form as so received (with any necessary or desirable endorsement or assignment).

SECTION 11. Indemnity and Expenses. (a) Each of the Grantors hereby jointly or severally agrees to indemnify the Administrative Agent from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Administrative Agent's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The Borrower will, upon demand, pay to the Administrative Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Administrative Agent or the Lender Parties hereunder or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

SECTION 12. Security Interest Absolute. The obligations of each Grantor under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against any or all Grantors to enforce this Agreement, irrespective of whether any action is brought against the Borrower or whether the Borrower is joined in any such action or actions. All rights of the Administrative Agent and the pledge, assignment and security interest hereunder, and all obligations of each Grantor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any Loan Document or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Loan Document, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Borrower or any Grantor or any of their Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Secured Obligations;



mailed by certified mail, return receipt requested, two (2) Business Days after being deposited with a recognized overnight delivery service with all charges prepaid or billed to the account of the sender, upon delivery to the telegraph company, upon personal delivery or transmission by telecopier or upon confirmation by telex answerback, respectively, addressed as aforesaid.

**SECTION 15. Continuing Security Interest, Assignments.** This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (a) remain in full force and effect until the latest of (i) the indefeasible payment in full in cash of all of the Secured Obligations, (ii) the expiration, termination or cancellation of all of the Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Lender Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may, subject to and in accordance with the requirements of the Credit Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitment, the Advances owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as provided in Section 11.7 of the Credit Agreement).

**SECTION 16. Release and Termination.** (a) Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral (subject to compliance, if required, with any terms of the Loan Documents), the Administrative Agent will, at the Grantors' expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the assignment and security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Administrative Agent, at least ten (10) days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Administrative Agent and a certification by such Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Administrative Agent may reasonably request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.6 of the Credit Agreement shall be paid to, or in accordance with the instructions of, the Administrative Agent at the closing or thereafter, as the case may be.

(b) Upon the latest of (i) the indefeasible payment in full in cash of the Secured Obligations, (ii) the expiration, termination or cancellation (or full cash collateralization thereof as provided in the Credit Agreement) of all of the Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, the pledge, assignment and security interest granted by each of the Grantors hereby shall terminate and all rights to the Intellectual Property Collateral shall revert to the appropriate Grantor. Upon any such

termination, the Administrative Agent will, upon receipt of a written request and at the Grantors' expense, execute and deliver to the appropriate Grantor such documents as such Grantor shall reasonably request to evidence such termination, and shall return to the appropriate Grantor all Intellectual Property Collateral in the Administrative Agent's possession or under its control.

(c) To the extent any one or more provisions of this Agreement shall conflict with one or more provisions in the Credit Agreement, the provisions of the Credit Agreement shall control and supersede any such conflicting provision(s) of this Agreement.

SECTION 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of New York. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

AUDIO BOOK CLUB, INC.

By: 

Name: Norton Herrick  
Title: CO-CEO

Address: 2295 Corporate Boulevard  
Suite 222  
Boca Raton, Florida 33431

CLASSIC RADIO HOLDING CORP.

By: 

Name: Norton Herrick  
Title: CO-CEO

Address: 2295 Corporate Boulevard  
Suite 222  
Boca Raton, Florida 33431

CLASSIC RADIO ACQUISITION CORP

By: 

Name: Norton Herrick  
Title: CO-CEO

Address: 2295 Corporate Boulevard  
Suite 222  
Boca Raton, Florida 33431

ABC INTERNET SERVICES, INC.

By: 

Name: Norton Herrick

Title: CO-CEO

Address: 2295 Corporate Boulevard  
Suite 222  
Boca Raton, Florida 33431

ABC INVESTMENT CORP.

By: 

Name: John Levy

Title: EVP

Address:

CH ACQUISITIONS CORP.

By: 

Name: Norton Herrick

Title: CEO

Address: 2295 Corporate Boulevard  
Suite 222  
Boca Raton, Florida 33431



STATE OF New York)  
) ss:  
COUNTY OF New York)

On the 31<sup>st</sup> day of December, 1998, before me personally came NORTON HERRICK to me known, who, before me duly sworn, did depose and say that he is Co-CEO of Audio Book Club, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Rosemarie J Lamb  
Notary Public

ROSEMARIE J. LAMB  
Notary Public, State of New York  
No. 01LA4722680  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires October 31, 2000

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On the 31<sup>ST</sup> day of December, 1998, before me personally came NORTON HEKRICK to me known, who, before me duly sworn, did depose and say that he is Co-CEO of ABC Internet Services, Inc., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Rosemarie J Lamb  
Notary Public

ROSEMARIE J. LAMB  
Notary Public, State of New York  
No. 01LA4722680  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires October 31, 2000

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On the 31<sup>ST</sup> day of December, 1998, before me personally came NORTON HEKLIK to me known, who, before me duly sworn, did depose and say that he is Co-CEO of Classic Radio Holding Corp., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Rosemarie J. Lamb  
Notary Public

**ROSEMARIE J. LAMB**  
Notary Public, State of New York  
No. 01LA4722680  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires October 31, 2000

[Notarial Seal]



STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On the 31st day of December, 1998, before me personally came Norton HEKKICK to me known, who, before me duly sworn, did depose and say that he is Co - CEO of Classic Radio Acquisition Corp., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Rosemarie J Lamb  
Notary Public  
ROSEMARIE J. LAMB  
Notary Public, State of New York  
No. 01LA472680  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires October 31, 2000

[Notarial Seal]

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On the 31<sup>st</sup> day of December, 1998, before me personally came JOHN LEUY to me known, who, before me duly sworn, did depose and say that he is EVP of ABC Investment Corp., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Rosemarie J. Lamb  
Notary Public

ROSEMARIE J. LAMB  
Notary Public, State of New York  
No. 01LA472680  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires October 31, 2000

[Notarial Seal]

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On the 31<sup>ST</sup> day of December, 1998, before me personally came NORTON HERRICK to me known, who, before me duly sworn, did depose and say that he is CEO of CH Acquisitions Corp., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Rosemarie J Lamb  
Notary Public

**ROSEMARIE J. LAMB**  
Notary Public, State of New York  
No. 01LA472890  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires October 31, 2000

[Notarial Seal]

[Notary page to Intellectual Property Security Agreement]

EXHIBIT A

to

Intellectual Property Security Agreement

FORM OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT SUPPLEMENT

\_\_\_\_\_, 19\_\_

Fleet National Bank, as Administrative Agent  
under the Credit Agreement  
referred to below  
One Federal Street  
Boston, MA 02110

Attention: Corporate Banking Group

Intellectual Property Security Agreement,  
dated as of December 31, 1998,  
made by AUDIO BOOK CLUB, INC.  
and the other Grantors to  
Fleet National Bank, as Administrative Agent

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Intellectual Property Security Agreement") made by Audio Book Club, Inc., and the other Grantors to Fleet National Bank, as Administrative Agent. The terms defined in the Intellectual Property Security Agreement (or in the Credit Agreement referred to therein) and not otherwise defined herein are used herein as therein defined.

The undersigned hereby agrees, as of the date first above written, to become a Grantor under the Intellectual Property Security Agreement as if it were an original party thereto

and agrees that each reference in the Intellectual Property Security Agreement to "Grantor" shall also mean and be a reference to the undersigned.

The undersigned hereby assigns and pledges to the Administrative Agent, for the benefit of the Administrative Agent and the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, as security for the Secured Obligations, a lien on and security interest in, all of the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and to Intellectual Property Collateral owned by the undersigned, including, but not limited to, the property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto, respectively. The undersigned hereby certifies that such Annexes have been prepared by the undersigned in substantially the form of Schedules I, II, III and IV to the Intellectual Property Security Agreement and are true, accurate and complete as of the date hereof.

The undersigned hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented by the attached Annexes) to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each other Grantor.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

[NAME OF ADDITIONAL INTELLECTUAL  
PROPERTY GRANTOR]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

This Schedule contains disclosure for Audio Book Club, Inc., ABC Internet Services, Inc., ABC Investment Corp. and CH Acquisitions Corp.

**Schedule I – Patents**

None.

This Schedule contains disclosure for Audio Book Club, Inc., ABC Internet Services, Inc., ABC Investment Corp. and CH Acquisitions Corp.

**Schedule II – Trademarks**

(see attached)

**Intellectual Property**

| <u>Trademarks</u>   | <b>Registration No.</b>                       |
|---|---|
| <b>Mark/Work</b>  |   |
| Miscellaneous Design  | No. - 2,097,439                               |
| Miscellaneous Design  | No. - 2,097,440                               |
| Audio Book Club & Design  | No. - 2,110,587                               |
| Miscellaneous Design  | No. - 1,938,108                               |
| Audio Book Club & Design  | No. - 1,965,035                               |
| Where Books Come to Life! & Design  | No. - 2,117,493                               |
| Audio Book Club - Where Books Come to Life & Design                           | No. - 2,158,535                               |
| Audio Book Club - World's Largest Selection & Design 75/382801                | Pending - Filed 10/31/97                      |
| Audio Book Club - World's Largest Selection of Audio Books & Design 75/382818 | Pending - Filed 10/31/97                      |
| Miscellaneous Design 75/389209  | Pending - Filed 11/13/97                      |
| Where Books Come to Life!   | Pending - Filed 11/13/97 2,244,389 <i>eg.</i> |
| Audio Book Club - Where Books Come to Life & Design 75/389207                 | Pending - Filed 11/13/97                      |
| BooksAloud 75/468847  | Pending - Filed 4/16/98                       |
| BooksAloud.com 75/468846  | Pending - Filed 4/16/98                       |
| Audio Book Club 75/567910   | File Refusal Entered; Appeal Pending          |



This Schedule contains disclosure for Audio Book Club, Inc., ABC Internet Services, Inc., ABC Investment Corp. and CH Acquisitions Corp.

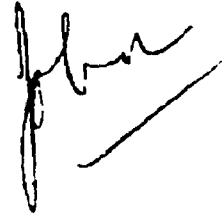
**Schedule III – Copyrights**

None

This Schedule contains disclosure for Audio Book Club, Inc., ABC Internet Services, Inc., ABC Investment Corp. and CH Acquisitions Corp.

**Schedule IV – Licenses**

(see attached)

**Publisher's with Catalog Deals**

| Pub Code | Publisher             |
|----------|-----------------------|
| AE       | A&E ENTERTAINMENT     |
| AR       | AUDIO RENAISSANCE     |
| DV       | DOVE                  |
| HAY      | HAY HOUSE             |
| HC       | HARPER COLLINS        |
| LL       | LISTENING LIBRARY     |
| NW       | NEW WORLD LIBRARY     |
| PP       | PASSION PRESS         |
| RH       | RANDOM HOUSE          |
| RT       | RIVERTREE PRODUCTIONS |
| SH       | SOUND HORIZONS        |
| ST       | SOUNDS TRUE           |

**Licensed Titles**

| Publisher        | TITLE  |
|------------------|--|
| B & B AUDIO      | GODFATHER  |
| BANTAM DOUBLEDAY | AMBUSH AT FORT BRAGG                             |
| BANTAM DOUBLEDAY | DIANA, PRINCESS OF WALES: A TRIBUTE              |
| BANTAM DOUBLEDAY | FAT TUESDAY                                      |
| BANTAM DOUBLEDAY | Fear Nothing                                     |
| BANTAM DOUBLEDAY | GUILT  |
| BANTAM DOUBLEDAY | HEALING AND THE MIND                             |
| BANTAM DOUBLEDAY | LOS ALAMOS                                       |
| BANTAM DOUBLEDAY | MALICE   |
| BANTAM DOUBLEDAY | MATARESE COUNTDOWN                               |
| BANTAM DOUBLEDAY | PARTNER, THE                                     |
| BANTAM DOUBLEDAY | RAINMAKER  |
| BANTAM DOUBLEDAY | RANCH, THE                                       |
| BANTAM DOUBLEDAY | RUNAWAY JURY                                     |
| BANTAM DOUBLEDAY | SILENT HONOR                                     |
| BANTAM DOUBLEDAY | SPECIAL DELIVERY                                 |
| BANTAM DOUBLEDAY | Survival of the Fittest                          |
| BANTAM DOUBLEDAY | That Fateful Night                               |
| BANTAM DOUBLEDAY | The Ghost  |
| BANTAM DOUBLEDAY | The Kloned and I                                 |
| BANTAM DOUBLEDAY | The Long Road Home                               |
| BANTAM DOUBLEDAY | The Matarese Circle                              |
| BANTAM DOUBLEDAY | The Street Lawyer                                |
| BANTAM DOUBLEDAY | War and Peace                                    |
| BANTAM DOUBLEDAY | WEB  |
| DOVE             | DRINK WITH THE DEVIL                             |
| DOVE             | DRINK WITH THE DEVIL                             |
| DOVE             | IN HEAVEN AS ON EARTH                            |
| HEALTH COM       | BEST OF ORIGINAL CHICKEN SOUP                    |
| HEALTH COM       | SECOND HELPING OF CHICKEN SOUP                   |
| HIGHBRIDGE       | 100 Ways to Motivate Yourself                    |
| HIGHBRIDGE       | ADVENTURES OF HUCKLEBERRY FINN                   |
| HIGHBRIDGE       | Air Force One                                    |
| HIGHBRIDGE       | ATLAS SHRUGGED                                   |
| HIGHBRIDGE       | FOUNTAINHEAD                                     |
| HIGHBRIDGE       | FOUNTAINHEAD, ATLAS SHRUGGED                     |
| HIGHBRIDGE       | PRINCE'S CHOICE                                  |
| HIGHBRIDGE       | ROAD AHEAD                                       |
| PENGUIN-VIKING   | BITING THE APPLE                                 |
| PENGUIN-VIKING   | DAYS OF DEVOTION                                 |
| PENGUIN-VIKING   | GREEN MILE I: TWO DEAD GIRLS                     |
| PENGUIN-VIKING   | GREEN MILE II: MOUSE ON THE MILE                 |
| PENGUIN-VIKING   | GREEN MILE III: COFFEY'S HANDS                   |
| PENGUIN-VIKING   | GREEN MILE IV: THE BAD DEATH OF EDUARD DELACROIX |
| PENGUIN-VIKING   | GREEN MILE PART V: THE NIGHT JOURNEY             |
| PENGUIN-VIKING   | GREEN MILE VI: COFFEY ON THE MILE                |
| PENGUIN-VIKING   | HOW STELLA GOT HER GROVE BACK                    |
| PENGUIN-VIKING   | ISLAND OF DR. MOREAU                             |

**Licensed Titles**

| Publisher        | TITLE  |
|------------------|--|
| PENGUIN-VIKING   | MOLL FLANDERS                                |
| PENGUIN-VIKING   | PORTRAIT OF A LADY                           |
| PENGUIN-VIKING   | REST OF US                                   |
| PENGUIN-VIKING   | Talking to Heaven                            |
| PUTNAM           | HORNET'S NEST                                |
| PUTNAM           | RAPTURE OF CANAAN                            |
| PUTNAM           | Toxin  |
| RANDOM HOUSE     | AIRFRAME                                     |
| RANDOM HOUSE     | Black and Blue                               |
| RANDOM HOUSE     | CASE OF SCOTTISH TRAGEDY                     |
| RANDOM HOUSE     | CLEAN AMERICAN FIJN                          |
| RANDOM HOUSE     | Diana: The Last Year                         |
| RANDOM HOUSE     | Driving Lessons                              |
| RANDOM HOUSE     | EXECUTIVE ORDERS                             |
| RANDOM HOUSE     | GRACIOUS PLENTY                              |
| RANDOM HOUSE     | HEART OF A WOMAN                             |
| RANDOM HOUSE     | LEWIS AND CLARK                              |
| RANDOM HOUSE     | LUCKY YOU                                    |
| RANDOM HOUSE     | MAKE THE CONNECTION                          |
| RANDOM HOUSE     | MY AMERICAN JOURNEY                          |
| RANDOM HOUSE     | N is for Noose                               |
| RANDOM HOUSE     | No Safe Place                                |
| RANDOM HOUSE     | Paradise                                     |
| RANDOM HOUSE     | PATH TO LOVE                                 |
| RANDOM HOUSE     | POSTER BOY                                   |
| RANDOM HOUSE     | Rainbow Six                                  |
| RANDOM HOUSE     | REPORTER'S LIFE                              |
| RANDOM HOUSE     | RUNNING WITH THE DEMON                       |
| RANDOM HOUSE     | SEDGEMOORE STRANGLER                         |
| RANDOM HOUSE     | SERVANT OF THE BONES                         |
| RANDOM HOUSE     | Short History of a Prince                    |
| RANDOM HOUSE     | Spending                                     |
| RANDOM HOUSE     | Still Me                                     |
| RANDOM HOUSE     | SULA   |
| RANDOM HOUSE     | TALE ABOUT A TIGER                           |
| RANDOM HOUSE     | TICKTOCK                                     |
| RANDOM HOUSE     | UNNATURAL EXPOSURE-ABR                       |
| RANDOM HOUSE     | VIOLIN                                       |
| SELF REALIZATION | AUTOBIOGRAPHY OF A YOGI                      |
| SIMON & SCHUSTER | ANGEL OF DARKNESS                            |
| SIMON & SCHUSTER | AWAKENING HEART                              |
| SIMON & SCHUSTER | AWAKENING HEART -                            |
| SIMON & SCHUSTER | AWAKENING HEART,                             |
| SIMON & SCHUSTER | BOOK OF RUTH                                 |
| SIMON & SCHUSTER | CONTACT                                      |
| SIMON & SCHUSTER | DENIAL OF THE SOUL                           |
| SIMON & SCHUSTER | Don't Sweat the Small Stuff                  |
| SIMON & SCHUSTER | Don't Sweat the Small Stuff With Your Family |

**Licensed Titles**

| <b>Publisher</b>      | <b>TITLE</b>                                |
|-----------------------|---|
| SIMON & SCHUSTER      | ESAU  |
| SIMON & SCHUSTER      | FLOOD TIDE                                  |
| SIMON & SCHUSTER      | FORBES: GREAT MINDS OF BUSINESS             |
| SIMON & SCHUSTER      | INTO THE STORM                              |
| SIMON & SCHUSTER      | LAWS OF OUR FATHERS                         |
| SIMON & SCHUSTER      | Legal Briefs                                |
| SIMON & SCHUSTER      | OUR SACRED HONOR                            |
| SIMON & SCHUSTER      | PRETEND YOU DON'T SEE HER                   |
| SIMON & SCHUSTER      | STONES FROM THE RIVER                       |
| SIMON & SCHUSTER      | You Belong to Me                            |
| TIME                  | EGYPT: LOST CIVILIZATIONS                   |
| TIME                  | GETTYSBURG: VOICES OF THE CIVIL WAR         |
| TIME                  | HANDBOOK FOR THE HEART                      |
| TIME                  | Mediations for the Tenth Insight            |
| TIME                  | MYSTERIES OF THE UNKNOWN: POWERS OF HEALING |
| TIME                  | SIMPLE ABUNDANCE                            |
| TIME                  | TENTH INSIGHT                               |
| VARIOUS GROUPING SETS | BIRDS OF PREY, SPECIAL DELIVERY             |
| VARIOUS GROUPING SETS | FAT TUESDAY, INTO THE STORM                 |

LICENSE AGREEMENTS (Page 1 of 2)

1. A&E Television Networks - A&E.AB (CH 97-46.2 (1))
2. Amber-Allen Publishing - AMBERALL.AB (CH 96-67.1 (1))
3. American Audio Literature, Inc. - AAL.AB (CH 96-25.3 (1))
4. Angel Sales, Inc. - ANGEL.AB (CH 96-191.1 (1))
5. Audio Renaissance Tapes - AUDIO.REN.AB (CH 95-64.2 (1))
6. Audio Renaissance Tapes - AUDREN.AMD (CH 96-71 (1))
7. Audio Scholar, Inc. - AUDIO.SCHOLAR.AB (CH 95-98.1 (1))
8. Audio Scholar, Inc. - AUDIOSCH.AMD (CH 96-50 (1))
9. B & B Audio, Inc. - B&B.AB (CH 95-99 (1))
10. B & B Audio, Inc. - B&BAUDIO.AMD (CH 95-99 (2))
11. Bantam Double Day Dell - BANTAM.AB (CH 95-3.3 (1))
12. Bantam Double Day Dell - 3/29/95 Letter from Bantam
13. Bantam Double Day Dell - BANTAM.AB.EXT (CH 96-73.1 (1))
14. Bantam Double Day Dell - BANTAM2.EXT (CH 97-82.2 (1))
15. Bantam Double Day Dell - BANTAM3.EXT (CH 98-43 (1))
16. Bantam Double Day Dell - GOLDBERG.AB (CH 96-86.1 (1))
17. Bantam Double Day Dell - KOONTZ.CLN (CH 98-87.1 (1))
18. Bantam Double Day Dell - GHOST.CLN (CH 98-85 (1))
19. Bantam Double Day Dell - MALICE.AB (CH 96-141.1 (1))
20. Bantam Double Day Dell - MIRROR.AB (CH 98-229(1))
21. Bantam Double Day Dell - PARTNER.AB (CH 97-86.1 (1))
22. Bantam Double Day Dell - RUNAWAY.AB (CH 96-140.2 (2))
23. Bantam Double Day Dell - STREET.AB (CH 98-42 (1))
24. BMP Music Publishing, Ltd. - BMP.AB (CH 97-21.3 (1))
25. Bradshaw Cassettes - BRADSHAW.AB (CH 96-218.1 (1))
26. Brain Sync Corp. - BRADNSYNC.AB (CH 95-54.1 (1))
27. Brain Sync Corp. - BRAINSYNC.AMD (CH 96-51 (1))
28. Center For Personal Excellence - CPE.AB (CH 97-30.1 (1))
29. Cequal Products, Inc. - CEQUAL.AB (CH 95-94 (1))
30. Cequal Products, Inc. - CEQUAL.AMD (CH 96-97 (1))
31. Crown Publishers, Inc. - CROWN.PUB.AB (CH 95-53.3 (1))
32. Crown Publishers, Inc. - CROWN.PUB.AMD (CH 96-88 (1))
33. Get Ready, Inc. - GET READY.AB (CH 95-44.1 (1))
34. Get Ready, Inc. - GET READY.AMD (CH 95-44.1 (2))
35. HarperAudio - HARPER.AB (CH 95-7.2 (1))
36. HarperAudio - HARPERAUDIO.EXT (CH 96-91 (1))
37. Hay House, Inc. - HAY HOUSE.AB (CH 95-115 (1))
38. Hay House, Inc. - HAY HOUSE.AMD (CH 95-115 (2))
39. Health Tec, Inc. - HEALTHTEC.AB (CH 96-82.1 (1))
40. Knowledge Products - KNOWLEDGE.AB (CH 95-184 (1))
41. Learn Incorporated - LEARNING.AB (CH 95-52.1 (1))
42. Lifetime Books, Inc. - LIFETIME.AB (CH 96-184 (1))
43. Listen & Live Audio, Inc. - LISTEN.AB (CH 95-128 (1))
44. Listen & Live Audio, Inc. - LISTEN.AMD (CH 95-128 (2))
45. Listening Library, Inc. - LISTLIB.AB (CH 95-27.1 (1))
46. Listening Library, Inc. - LISTENIN.AMD (CH 96-53 (2))
47. Listening Library, Inc. - LIBRA-97.AB (CH 97-87 (1))
48. Mind's Eye Audio - MIND'S EYE (CH 95-43.1 (1))
49. Mind's Eye Audio - MINDSEYE.AMD (CH 96-109 (1))
50. Multilingua, Inc. - MULTILINGUA.AB (CH 95-4.1 (1))
51. Multilingua, Inc. - MULTILIN.AMD (CH 96-54 (1))
52. Naxos of America, Inc. - NAXOS.AB (CH 96-75.1 (1))
53. New World Library - NEW WORLD.AB (CH 95-5 (2))
54. New World Library - NEW WORLD.AMD (CH 96-56 (1))
55. Newstar Media Inc. - DOVENEW.AB (CH 97-223.2 (1))
56. Nilgiri Press - NILGERI.AB (CH 95-211 (1))
57. Outlook Publishing - OUTLOOK.AB (CH 95-36.1 (1))
58. Outlook Publishing - OUTLOOK.AMD (CH 96-57 (1))
59. Passion Press - PASSION.PRESS.AB (CH 95-118.1 (1))
60. Penguin Audiobooks - MITHCARD.AGR (CH 98-12 (2))
61. Penguin Audiobooks - PENSONG.AGR (CH 97-185 (1))
62. Penguin Audiobooks - HEAVEN.AGR (CH 98-156 (1))
63. Penton Overseas, Inc. - PENTON.AB (CH 95-12.1 (1))
64. Penton Overseas, Inc. - PENTON.AMD (CH 96-58 (1))
65. Pharaoh Audiobooks - PHARAOH.AB (CH 95-28 (1))
66. Publishing Mills, Inc. - PUBMILL.AB (CH 96-153.1 (1))
67. Random House Audio Publishing - RANDOM.AB (CH 95-83.5 (1))
68. Random House Audio Publishing - RANDOMAB.F95 (CH 95-169.4 (1))
69. Random House Audio Publishing - RANDOMAB.W96 (CH 95-232.1 (1))
70. Random House Audio Publishing - RANDOMAB.S96 (CH 96-74.1 (1))
71. Random House Audio Publishing - RANDOMAB.P96 (CH 96-189.1 (1))
72. Random House Audio Publishing - RANDOM.AMD (CH 97-1.1 (1))
73. RHAP [2061: Odyssey Three]
74. RHAP [3001: The Final Odyssey]
75. RHAP [7 Spiritual Laws For Parenting, The]
76. RHAP [8 Weeks To Optimum Health]
77. RHAP [9 Steps To Financial Freedom, The]
78. RHAP [A Monk Swamiong]
79. RHAP [All Over But The Shoutin']
80. RHAP [All The Pretty Horses]
81. RHAP [Animals As Teachers And Healers]
82. RHAP [Ashes of Heaven]
83. RHAP [Black and Blue]
84. RHAP [Blackstone Chronicles, The]
85. RHAP [Charles Schwab's Guide To Financial Independence]
86. RHAP [Children, The]
87. RHAP [Cities of the Plain]
88. RHAP [Cold Mountain]
89. RHAP [Crooked Little Heart]
90. RHAP [Crossing, The]
91. RHAP [Dave Barry Turns 50]
92. RHAP [Diana The Last Year]
93. RHAP [Diving Bell and the Butterfly, The]
94. RHAP [Dogs Never Lie About Love]
95. RHAP [Downsize This!]
96. RHAP [Flamingo Rising]
97. RHAP [Forever Yours Faithfully]
98. RHAP [Greatest Generation, The]
99. RHAP [Greetings From The Lincoln Bedroom]
100. RHAP [Healing The Heart]
101. RHAP [Heart of A Woman, The]
102. RHAP [How To Read A Person Like A Book]
103. RHAP [How To Relax]
104. RHAP [How To Remember Names and Faces]
105. RHAP [How To Talk To Anyone, Anytime, Anywhere]
106. RHAP [I'll Be Watching You]
107. RHAP [In The Cut]
108. RHAP [Jackie Robinson]
109. RHAP [Jewels of Tessa Kent]
110. RHAP [Joan Lunden's Healthy Living]
111. RHAP [Journey To Justice]
112. RHAP [L.A. Confidential]
113. RHAP [Lesson Before Dying, A]
114. RHAP [Lewis and Clark]
115. RHAP [Locked In The Cabinet]
116. RHAP [Lolita]
117. RHAP [Lost World, The]
118. RHAP [Magician's Tale, The]
119. RHAP [Make The Connection]
120. RHAP [Memoirs of A Genius]

## LICENSE AGREEMENTS (Page 2 of 2)

121. RHAP [Midnight in Church of Good & Evil]
122. RHAP [Nine Fantasies That Will Ruin Your Life and the Eight Realities That Will Save You, The]
123. RHAP [N Is For Noose]
124. RHAP [No Free Ride]
125. RHAP [Organizing for the Creative Person]
126. RHAP [Overcoming Addictions]
127. RHAP [Paradise]
128. RHAP [Path To Love, The]
129. RHAP [Perfect Storm, The]
130. RHAP [Phun Island]
131. RHAP [Power Living By Jake]
132. RHAP [Power Sleep]
133. RHAP [Primal Fear]
134. RHAP [Purification Ceremony, The]
135. RHAP [Rainbow Six]
136. RHAP [Real Boys: Rescuing Our Sons From The Myths Of Boyhood]
137. RHAP [Reign In Hell]
138. RHAP [Reporter's Life, A]
139. RHAP [Rules of the Wild]
140. RHAP [Running With The Demon]
141. RHAP [Secret Language of Eating Disorders]
142. RHAP [Ship of Gold in the Deep Blue Sea]
143. RHAP [Show of Evil]
144. RHAP [Silent Witness]
145. RHAP [Sources of Strength]
146. RHAP [Spending]
147. RHAP [Sphere]
148. RHAP [Spontaneous Healing]
149. RHAP [Straight Man]
150. RHAP [Super Learning]
151. RHAP [Tick Tock]
152. RHAP [Titan]
153. RHAP [Unnatural Exposure]
154. RHAP [Way of the Wizard, The]
155. RHAP [Welcome to the World, Baby Girl]
156. RHAP [Winning With Integrity]
157. RHAP [Worry]
158. RHAP [Wouldn't Take Nothing For My Journey]
159. Simon & Schuster - S&S97.AB [CH 97-85 4 (2)]
160. Sound Horizons Audio-Video, Inc. - HORIZONS.AB [CH 97-12 (1)]
161. Sound Room Publishers - SOUND ROOM.AB [CH 95-25 (1)]
162. Sound Room Publishers - SOUNDROOM.AMD [CH 96-116 (1)]
163. Soundclux Audio Publishing, Inc. - MINDSEYE.AMD [CH 96-109 1 (1)]
164. Sounds True, Inc. - SOUNDS TRUE.AB [CH 95-13 (1)]
165. Sounds True, Inc. - SOUNDSTR.AMD [CH 96-62 (1)]
166. Tangled Web Audio - TANGLED.AB [CH 95-250 1 (1)]
167. Ultimate Secret Publishing - HARTUNIAN.AB [CH 96-187 1 (1)]
168. Valley of the Sun - VALLEY.AB [CH 95-140 1 (1)]
169. Whitehall & Notloe - WHITEHALL.AB [CH 96-132.1 (1)]
170. Zondervan Publishing House - ZONDERVAN.AB [CH 95-129 (2)]

DEC 15 '98 13:33

212 596 2677

PAGE.04

TRADEMARK  
REEL: 001926 FRAME: 0572



This Schedule contains disclosure for Audio Book Club, Inc., ABC Internet Services, Inc., ABC Investment Corp. and CH Acquisitions Corp.

**Schedule 4(i) – Litigation, etc.**

None.

132262

**Schedule I**  
**Relating to Classic Radio Holding Corp. and Classic Radio Acquisition Corp.**

**Patents and Patent Applications**

None

## Schedule II

### Trade Names

Relating to Classic Radio Holding Corp. and Classic Radio Acquisition Corp.

#### Classic Radio Acquisition Corp.:

##### Trademarks:

| <u>MARK</u>       | <u>SERIAL NO.</u> | <u>DATE REGISTERED</u> |
|-------------------|-------------------|------------------------|
| VIDEO YESTERYEAR  | 73/183,473        | April 7, 1981          |
| VIDEO IMAGES      | 73/222,850        | July 7, 1981           |
| NAUGHTY NOSTALGIA | 73/403,576        | August 7, 1984         |
| CLASS-X VIDEO     | 73/403,577        | August 7, 1984         |

Trade Names: Radio Yesteryear  
Radiola Records  
Video Yesteryear  
Sandy Hook Records  
Class-X Video  
Premier Electronic Laboratories  
Adventures in Cassettes

Service Marks: None.

#### Classic Radio Holding Corp.

1. Common law rights in "Radio Spirits" name. No trademark application for "Radio Spirits" has been filed.
2. Trademark applications for RADIO SPIRITS, INC. OLD TIME RADIO CLUB & DESIGN and OLD TIME RADIO CLUB OF AMERICA. Registration was denied in preliminary office action. Response may be filed by January, 1999.
4. The following internet domain names:
  - (a) www.RadioSpirits.com

- (b) [www.WhenRadioWas.com](http://www.WhenRadioWas.com)
- (c) [www.RadioMovieClassics.com](http://www.RadioMovieClassics.com)
- (d) [www.RadioSuperHeroes.com](http://www.RadioSuperHeroes.com)
- (e) [www.WhenRadioWasWeekendEdition.com](http://www.WhenRadioWasWeekendEdition.com)

**Schedule III**

Relating to Classic Radio Holding Corp. and Classic Radio Acquisition Corp.

1. Copyright Registrations - See Annex 1 hereto.
2. Copyright Applications - None

| Title of Work  | Author           | Copyright Claimant | Registration Number | Registration Date |
|--|------------------|--------------------|---------------------|-------------------|
| Polenkin   | Video Yesteryear | Video Yesteryear   | PA 265 894          | 07/17/85          |
| The Birth of a Nation                                    | Video Yesteryear | Video Yesteryear   | PA 246 937          | 01/17/85          |
| Fortune's Fool   | Video Yesteryear | Video Yesteryear   | PA 278 622          | 01/08/86          |
| The Hunchback of Notre Dame                              | Video Yesteryear | Video Yesteryear   | PA 265 896          | 07/17/85          |
| The Lost World   | Video Yesteryear | Video Yesteryear   | PA 267 901          | 09/09/85          |
| Metropolis   | Video Yesteryear | Video Yesteryear   | PA 265 898          | 08/07/85          |
| Spies  | Video Yesteryear | Video Yesteryear   | PA 281 306          | 02/14/86          |
| Tillie's Punctured Romance and Those Love Pangs          | Video Yesteryear | Video Yesteryear   | PA 273 615          | 08/22/85          |
| Silent Laugh Makers #1                                   | Video Yesteryear | Video Yesteryear   | PA 297 544          | 07/01/86          |
| Silent Laugh Makers #2                                   | Video Yesteryear | Video Yesteryear   | PA 297 543          | 07/01/86          |
| These Girls Won't Talk                                   | Video Yesteryear | Video Yesteryear   | PA 276 829          | 09/23/85          |
| The Sawmill and the Dome Doolor                          | Video Yesteryear | Video Yesteryear   | PA 297 622          | 07/03/86          |
| Seven Years Bad Luck                                     | Video Yesteryear | Video Yesteryear   | PA 281 310          | 02/05/86          |
| Cord and Dischords and A Naughty Nurse                   | Video Yesteryear | Video Yesteryear   | PA 301 143          | 04/07/86          |
| Wild and Woolly  | Video Yesteryear | Video Yesteryear   | PA 266 876          | 08/22/85          |
| Harold Lloyd's Comedy Classics                           | Video Yesteryear | Video Yesteryear   | PA 278 883          | 08/14/85          |
| Carlton Classics #3                                      | Video Yesteryear | Video Yesteryear   | PA 288 378          | 04/18/86          |
| Charlie Chase and Ben Turpin                             | Video Yesteryear | Video Yesteryear   | PA 297 623          | 07/03/86          |
| Teddy At the Throttle and Speeding Along                 | Video Yesteryear | Video Yesteryear   | PA 278 621          | 01/08/86          |
| Sherlock's Rivals and Where's My Wife?                   | Video Yesteryear | Video Yesteryear   | PA 281 308          | 02/14/86          |
| The Silent Comedy Classics of Mack Sennett and Hal Roach | Video Yesteryear | Video Yesteryear   | PA 278 616          | 12/31/85          |
| All Night Long and Smile Please                          | Video Yesteryear | Video Yesteryear   | PA 295 472          | 07/01/86          |
| Baiting Bunyan   | Video Yesteryear | Video Yesteryear   | PA 301 144          | 04/07/86          |
| College  | Video Yesteryear | Video Yesteryear   | PA 266 875          | 08/22/85          |
| The Blasphemer   | Video Yesteryear | Video Yesteryear   | PA 315 806          | 02/04/87          |
| The Shock  | Video Yesteryear | Video Yesteryear   | PA 276 841          | 11/15/85          |
| The West-Bound Limited                                   | Video Yesteryear | Video Yesteryear   | PA 285 239          | 03/07/86          |
| The Street   | Video Yesteryear | Video Yesteryear   | PA 315 802          | 02/02/87          |

| Title of Work                                  | Author           | Copyright Claimant | Registration Number | Registration Date |
|--|------------------|--------------------|---------------------|-------------------|
| Father Sergius                                 | Video Yesteryear | Video Yesteryear   | PA 288 404          | 04/18/86          |
| Her Silent Sacrifice                           | Video Yesteryear | Video Yesteryear   | PA 301 142          | 04/07/86          |
| Witchcraft Through the Ages                    | Video Yesteryear | Video Yesteryear   | PA 265 785          | 09/23/85          |
| The Road To Yesterday                          | Video Yesteryear | Video Yesteryear   | PA 276 847          | 11/15/85          |
| Sally of the Sawdust                           | Video Yesteryear | Video Yesteryear   | PA 284 402          | 03/31/86          |
| The Count of Monte Cristo                      | Video Yesteryear | Video Yesteryear   | PA 285 240          | 03/07/86          |
| The Poor Little Rich Girl                      | Video Yesteryear | Video Yesteryear   | PA 288 850          | 06/16/86          |
| Peck's Bad Boy                                 | Video Yesteryear | Video Yesteryear   | PA 276 840          | 11/15/85          |
| The Silent Enemy                               | Video Yesteryear | Video Yesteryear   | PA 285 234          | 03/12/86          |
| The Passion of Joan of Arc                     | Video Yesteryear | Video Yesteryear   | PA 288 807          | 05/05/86          |
| Ten Days That Shook The World                  | Video Yesteryear | Video Yesteryear   | PA 315 807          | 02/04/87          |
| True Heart Susie                               | Video Yesteryear | Video Yesteryear   | PA 288 405          | 04/18/86          |
| The Avenging Conscience or Thou Shalt Not Kill | Video Yesteryear | Video Yesteryear   | PA 301 145          | 04/07/86          |
| Intolerance                                    | Video Yesteryear | Video Yesteryear   | PA 265 895          | 07/17/85          |
| Eyes Right                                     | Video Yesteryear | Video Yesteryear   | PA 306 671          | 10/30/86          |
| The Adventures of Tarzan                       | Video Yesteryear | Video Yesteryear   | PA 285 237          | 03/12/86          |
| Blind Husbands                                 | Video Yesteryear | Video Yesteryear   | PA 288 805          | 05/05/86          |
| Sex  | Video Yesteryear | Video Yesteryear   | PA 288 408          | 04/24/86          |
| Charlie Chaplin's Keystone Comedies            | Video Yesteryear | Video Yesteryear   | PA 287 583          | 04/10/86          |
| Charlie Chaplin's Keystone Comedies Volume 2   | Video Yesteryear | Video Yesteryear   | PA 288 806          | 05/05/86          |
| Feel My Pulse                                  | Video Yesteryear | Video Yesteryear   | PA 285 241          | 03/07/86          |
| The Thief of Bagdad                            | Video Yesteryear | Video Yesteryear   | PA 284 401          | 03/20/86          |
| Passion  | Video Yesteryear | Video Yesteryear   | PA 284 400          | 03/31/86          |
| Blood and Sand                                 | Video Yesteryear | Video Yesteryear   | PA 307 939          | 10/28/86          |
| The Rink and the Immigrant                     | Video Yesteryear | Video Yesteryear   | PA 285 235          | 03/12/86          |
| Master of the House                            | Video Yesteryear | Video Yesteryear   | PA 313 711          | 11/26/86          |
| The General                                    | Video Yesteryear | Video Yesteryear   | PA 265 994          | 07/30/85          |
| Ben Turpin Rides Again (Cross-Eyed)            | Video Yesteryear | Video Yesteryear   | PA 275 944          | 12/04/85          |
| Tarzan of the Apes                             | Video Yesteryear | Video Yesteryear   | PA 288 803          | 05/09/85          |

| Title of Work                                  | Author           | Copyright Claimant | Registration Number | Registration Date |
|--|------------------|--------------------|---------------------|-------------------|
| Nosferatu                                      | Video Yesteryear | Video Yesteryear   | PA 265 897          | 08/07/85          |
| The Knockout and Dough and Dynamite            | Video Yesteryear | Video Yesteryear   | PA 281 311          | 02/05/86          |
| The Sea Lion                                   | Video Yesteryear | Video Yesteryear   | PA 315 809          | 02/04/87          |
| Marlin Luther, His Life and Times              | Video Yesteryear | Video Yesteryear   | PA 288 392          | 04/24/86          |
| The Sky's the Limit                            | Video Yesteryear | Video Yesteryear   | PA 287 584          | 04/10/86          |
| Steamboat Bill Jr.                             | Video Yesteryear | Video Yesteryear   | PA 265 997          | 08/14/85          |
| Tumbleweeds                                    | Video Yesteryear | Video Yesteryear   | PA 267 903          | 09/09/85          |
| The Lodger                                     | Video Yesteryear | Video Yesteryear   | PA 267 904          | 09/09/85          |
| The Gold Rush                                  | Video Yesteryear | Video Yesteryear   | PA 265 995          | 07/30/85          |
| The Tramp and A Woman                          | Video Yesteryear | Video Yesteryear   | PA 276 880          | 07/17/85          |
| The Babylon Story from "Intolerance"           | Video Yesteryear | Video Yesteryear   | PA 315 805          | 02/02/87          |
| The Blacksmith and the Balloonatic             | Video Yesteryear | Video Yesteryear   | PA 284 399          | 03/20/86          |
| His Royal Snyness and Haunted Spooks           | Video Yesteryear | Video Yesteryear   | PA 285 236          | 03/12/86          |
| Carloonal Knowledge: The Return of Farmer Gray | Video Yesteryear | Video Yesteryear   | PA 307 941          | 10/28/86          |
| The Cat and the Canary                         | Video Yesteryear | Video Yesteryear   | PA 265 998          | 08/14/85          |
| Ohhello  | Video Yesteryear | Video Yesteryear   | PA 284 419          | 03/31/86          |
| The Haunted Castle                             | Video Yesteryear | Video Yesteryear   | PA 315 808          | 02/04/87          |
| The Cabinet of Dr. Caligari                    | Video Yesteryear | Video Yesteryear   | PA 265 999          | 08/14/85          |
| She  | Video Yesteryear | Video Yesteryear   | PA 281 309          | 02/05/86          |
| The Mark of Zorro                              | Video Yesteryear | Video Yesteryear   | PA 278 617          | 01/08/86          |
| Silent Movies in Color                         | Video Yesteryear | Video Yesteryear   | PA 315 801          | 02/02/87          |
| The Short Films of D.W. Griffith Volume 1      | Video Yesteryear | Video Yesteryear   | PA 313 710          | 11/26/86          |
| The Black Pirate                               | Video Yesteryear | Video Yesteryear   | PA 266 874          | 08/22/85          |
| Variety  | Video Yesteryear | Video Yesteryear   | PA 313 712          | 11/26/86          |
| Wild Horse Canyon                              | Video Yesteryear | Video Yesteryear   | PA 313 709          | 11/26/86          |
| Three World Brand                              | Video Yesteryear | Video Yesteryear   | PA 281 312          | 02/05/86          |
| The Golem                                      | Video Yesteryear | Video Yesteryear   | PA 265 784          | 09/23/85          |
| Dream Street                                   | Video Yesteryear | Video Yesteryear   | PA 288 407          | 04/18/86          |
| Home Sweet Home                                | Video Yesteryear | Video Yesteryear   | PA 290 402          | 05/06/86          |



| Title of Work                                   | Author          | Copyright Claimant | Registration Number | Registration Date |
|---|-----------------|--------------------|---------------------|-------------------|
| Work and Police                                 | Video Yesterday | Video Yesterday    | PA 285 238          | 03/07/86          |
| The Count and The Adventurer                    | Video Yesterday | Video Yesterday    | PA 276 881          | 07/30/85          |
| Charlie Chaplin's Keystone Comedies             | Video Yesterday | Video Yesterday    | PA 273 605          | 08/07/85          |
| The Phantom of the Opera                        | Video Yesterday | Video Yesterday    | PA 265 996          | 07/30/85          |
| Tol'able David                                  | Video Yesterday | Video Yesterday    | PA 284 403          | 03/20/86          |
| Way Down East                                   | Video Yesterday | Video Yesterday    | PA 265 783          | 09/23/85          |
| The Mairimantac                                 | Video Yesterday | Video Yesterday    | PA 295 473          | 07/01/86          |
| The Fugitive                                    | Video Yesterday | Video Yesterday    | PA 284 397          | 03/31/86          |
| With Buffalo Bill On the U.P. Trail             | Video Yesterday | Video Yesterday    | PA 315 804          | 02/04/87          |
| The Bells                                       | Video Yesterday | Video Yesterday    | PA 275 943          | 12/04/85          |
| The Man From Beyond                             | Video Yesterday | Video Yesterday    | PA 276 831          | 11/15/85          |
| The Italian Straw Hat                           | Video Yesterday | Video Yesterday    | PA 287 582          | 04/10/86          |
| Silent Laugh Makers #3                          | Video Yesterday | Video Yesterday    | PA 275 945          | 12/04/85          |
| Sparrows  | Video Yesterday | Video Yesterday    | PA 284 398          | 03/20/86          |
| The Peacock Fan                                 | Video Yesterday | Video Yesterday    | PA 278 620          | 01/08/86          |
| The Vanishing American                          | Video Yesterday | Video Yesterday    | PA 288 391          | 04/24/86          |
| Don Q. Son of Zorro                             | Video Yesterday | Video Yesterday    | PA 267 902          | 09/09/85          |
| The Woman in the Moon                           | Video Yesterday | Video Yesterday    | PA 265 898          | 08/07/85          |
| Smouldering Fires                               | Video Yesterday | Video Yesterday    | PA 315 803          | 02/02/87          |
| The Red Kimona                                  | Video Yesterday | Video Yesterday    | PA 288 804          | 05/09/86          |
| Cartoonal Knowledge: Farmer Gray Looks at Life  | Video Yesterday | Video Yesterday    | PA 288 802          | 05/09/86          |
| Cartoonal Knowledge: Farmer Gray and the Mice   | Video Yesterday | Video Yesterday    | PA 327 009          | 04/24/86          |
| Cartoonal Knowledge: Farmer Gray and the Mice   | Video Yesterday | Video Yesterday    | PA 361 785          | 03/17/88          |
| Cartoonal Knowledge: Confessions of Farmer Gray | Video Yesterday | Video Yesterday    | PA 307 933          | 10/28/86          |
| Laurel and Hardy: Rare Home Movies              | Video Yesterday | Video Yesterday    | PA 328 280          | 03/05/87          |
| The Coward                                      | Video Yesterday | Video Yesterday    | PA 307 925          | 10/28/86          |
| Broken Blossoms                                 | Video Yesterday | Video Yesterday    | PA 307 934          | 10/27/86          |

| Title of Work                          | Author           | Copyright Claimant | Registration Number | Registration Date |
|--|------------------|--------------------|---------------------|-------------------|
| The Three Ages                         | Video Yesteryear | Video Yesteryear   | PA 307 932          | 10/27/86          |
| His First Flame                        | Video Yesteryear | Video Yesteryear   | PA 307 938          | 10/27/86          |
| The Yankee Clipper                     | Video Yesteryear | Video Yesteryear   | PA 306 672          | 10/30/86          |
| Stan Without Ollie: Volume II          | Video Yesteryear | Video Yesteryear   | PA 307 931          | 10/27/86          |
| Stan Without Ollie: Volume III         | Video Yesteryear | Video Yesteryear   | PA 313 641          | 12/05/86          |
| Stan Without Ollie: Volume IV          | Video Yesteryear | Video Yesteryear   | PA 313 708          | 12/08/86          |
| Stan Without Ollie: Volume I           | Video Yesteryear | Video Yesteryear   | PA 313 659          | 12/05/86          |
| One Arabian Night                      | Video Yesteryear | Video Yesteryear   | PA 306 670          | 10/30/86          |
| The Road To Ruin                       | Video Yesteryear | Video Yesteryear   | PA 307 926          | 10/30/86          |
| Hell's Hinges                          | Video Yesteryear | Video Yesteryear   | PA 313 653          | 12/05/86          |
| Civilization                           | Video Yesteryear | Video Yesteryear   | PA 313 652          | 12/05/86          |
| Easy Virtue                            | Video Yesteryear | Video Yesteryear   | PA 328 281          | 03/05/87          |
| Lady Windermere's Fan                  | Video Yesteryear | Video Yesteryear   | PA 313 656          | 12/01/86          |
| The "Silent" Mr. Sherlock Holmes       | Video Yesteryear | Video Yesteryear   | PA 313 655          | 12/01/86          |
| Charlie Chaplin Mutuals                | Video Yesteryear | Video Yesteryear   | PA 319 849          | 12/08/86          |
| Bill Fields and Will Rogers            | Video Yesteryear | Video Yesteryear   | PA 313 654          | 12/01/86          |
| The Fireman and the Property Man       | Video Yesteryear | Video Yesteryear   | PA 313 657          | 12/01/86          |
| Charlie Chaplin's Keystone Comedies #4 | Video Yesteryear | Video Yesteryear   | PA 317 620          | 01/15/87          |
| A Burlesque on Carmen                  | Video Yesteryear | Video Yesteryear   | PA 328 282          | 03/05/87          |
| Triple Trouble and Easy Street         | Video Yesteryear | Video Yesteryear   | PA 317 612          | 01/05/87          |
| His Prehistoric Past and The Bank      | Video Yesteryear | Video Yesteryear   | PA 317 629          | 01/21/87          |
| Charlie Chaplin's Keystone Comedies #5 | Video Yesteryear | Video Yesteryear   | PA 317 610          | 01/05/87          |
| The Lizzies of Mack Sennett            | Video Yesteryear | Video Yesteryear   | PA 317 627          | 01/05/87          |
| The Eyes of Turpin Are Upon You!       | Video Yesteryear | Video Yesteryear   | PA 319 846          | 12/12/86          |
| Ben Turpin: An Eye For An Eye          | Video Yesteryear | Video Yesteryear   | PA 319 843          | 12/12/86          |
| The Iron Mask                          | Video Yesteryear | Video Yesteryear   | PA 319 844          | 12/12/86          |
| His Picture in The Papers              | Video Yesteryear | Video Yesteryear   | PA 317 611          | 01/05/87          |
| The Return of Grey Wolf                | Video Yesteryear | Video Yesteryear   | PA 319 848          | 12/08/86          |
| Reaching For The Moon                  | Video Yesteryear | Video Yesteryear   | PA 319 847          | 12/08/86          |

| Title of Work   | Author           | Copyright Claimant | Registration Number | Registration Date |
|---|------------------|--------------------|---------------------|-------------------|
| With Kit Carson Over The Great Divide                         | Video Yesteryear | Video Yesteryear   | PA 317 613          | 01/08/87          |
| "Silent" Movies ... Just For The Fun Of It                    | Video Yesteryear | Video Yesteryear   | PA 319 845          | 12/12/86          |
| The Irish Cinderella  | Video Yesteryear | Video Yesteryear   | PA 317 619          | 01/21/87          |
| Baby Face Harry Langdon                                       | Video Yesteryear | Video Yesteryear   | PA 317 622          | 01/15/87          |
| The Final Extra   | Video Yesteryear | Video Yesteryear   | PA 328 277          | 03/05/87          |
| Mabel and Fatty   | Video Yesteryear | Video Yesteryear   | PA 317 626          | 01/08/87          |
| The Midnight Girl   | Video Yesteryear | Video Yesteryear   | PA 317 621          | 01/21/87          |
| Snub Pollard ... A Short But Funny Man                        | Video Yesteryear | Video Yesteryear   | PA 317 618          | 01/21/87          |
| The Broadway Drifter  | Video Yesteryear | Video Yesteryear   | PA 361 784          | 03/17/88          |
| "Hot Fool" and "A Happy Married Couple"                       | Video Yesteryear | Video Yesteryear   | PA 317 628          | 01/15/87          |
| The Test of Donald Norton                                     | Video Yesteryear | Video Yesteryear   | PA 317 615          | 02/04/87          |
| A Tale of Two Cities and In The Switch Tower                  | Video Yesteryear | Video Yesteryear   | PA 317 625          | 01/08/87          |
| The Mystery of the Leaping Fish and Chess Fever               | Video Yesteryear | Video Yesteryear   | PA 317 624          | 01/08/87          |
| Salome and Queen Elizabeth                                    | Video Yesteryear | Video Yesteryear   | PA 392 471          | 08/05/88          |
| Where Do You Work-A John?                                     | Video Yesteryear | Video Yesteryear   | PA 361 781          | 03/17/88          |
| The Manxman   | Video Yesteryear | Video Yesteryear   | PA 393 003          | 08/05/88          |
| Working Winnie and Oh So Simple                               | Video Yesteryear | Video Yesteryear   | PA 393 005          | 08/11/88          |
| Shadows   | Video Yesteryear | Video Yesteryear   | PA 365 848          | 02/18/88          |
| The Titanic, The MGM Studios, and Warner's Rust Proof Corsels | Video Yesteryear | Video Yesteryear   | PA 336 910          | 01/15/87          |
| The Extra Girl  | Video Yesteryear | Video Yesteryear   | PA 365 847          | 05/13/88          |
| The Champion and His New Job                                  | Video Yesteryear | Video Yesteryear   | PA 392 475          | 08/05/88          |
| Flesh and Blood   | Video Yesteryear | Video Yesteryear   | PA 317 614          | 02/04/87          |
| Ella Childers   | Video Yesteryear | Video Yesteryear   | PA 317 623          | 02/04/87          |
| The Crackerjack   | Video Yesteryear | Video Yesteryear   | PA 328 283          | 03/05/87          |
| Nomads of the North   | Video Yesteryear | Video Yesteryear   | PA 365 846          | 02/18/88          |
| The Marriage Circle   | Video Yesteryear | Video Yesteryear   | PA 392 477          | 08/05/88          |
| Outside The Law   | Video Yesteryear | Video Yesteryear   | PA 340 491          | 08/20/87          |
| The Story of the Shadow                                       | Radiola Records  | Radiola Records    | SR 119 091          | 04/09/90          |

| Title of Work   | Author          | Copyright Claimant | Registration Number | Registration Date |
|---|-----------------|--------------------|---------------------|-------------------|
| The Return of the Bickersons!                                       | Radiola Records | Radiola Records    | SR 82 928           | 07/06/87          |
| The Bickersons  | Radiola Records | Radiola Records    | SR 82 925           | 07/06/87          |
| Goldin's Choice #1 - A Complete Broadcast Day - Sign On To Sign Off | Radio Yesterday | Radio Yesterday    | TX 2 596 084        | 06/16/89          |
| Radio Yesterday Mini-Catalogue                                      | Radio Yesterday | Radio Yesterday    | TX 2 672 906        | 10/03/89          |
| Video Yesterday Video Cassette Catalogue #9                         | Michael Kerbel  | Video Yesterday    | TX 2 304 261        | 12/17/87          |
| Video Yesterday Video Cassette Catalogue #8                         | Michael Kerbel  | Video Yesterday    | TX 1 747 003        | 10/07/85          |
| Video Yesterday Video Cassette Catalogue #7                         | J. David Goldin | Video Yesterday    | TX 1 301 869        | 09/22/83          |
| Video Yesterday Video Cassette Catalogue #6                         | J. David Goldin | J. David Goldin    | TX 920 699          | 02/18/82          |
| Video Yesterday Video Cassette Catalogue #5                         | J. David Goldin | J. David Goldin    | TX 683 211          | 03/10/81          |
| Video Yesterday Video Cassette Catalogue #4                         | J. David Goldin | J. David Goldin    | TX 454 132          | 04/17/80          |
| Video Yesterday Video Cassette Catalogue                            | J. David Goldin | J. David Goldin    | TX 289 965          | 07/17/79          |
| Goldin's Choice #2 - The Most Famous Radio Broadcast of All Time    | J. David Goldin | J. David Goldin    | TX 2 611 362        | 06/16/89          |
| Video Yesterday Video Cassette Catalogue #15                        | Video Yesterday | Video Yesterday    | TX 4 424 025        | 12/04/88          |
| Video Yesterday Video Cassette Catalogue #14                        | Video Yesterday | Video Yesterday    | TX 3 813 085        | 03/27/95          |
| Video Yesterday Video Cassette Catalogue #12                        | Video Yesterday | Video Yesterday    | TX 3 683 246        | 11/12/93          |
| Video Yesterday Video Cassette Catalogue #11A                       | Video Yesterday | Video Yesterday    | TX 3 627 698        | 04/22/93          |
| Video Yesterday Video Cassette Catalogue #10A                       | Video Yesterday | Video Yesterday    | TX 2 582 124        | 04/20/89          |
| The Patchwork Girl of Oz  | Video Yesterday | Video Yesterday    | PA 361 782          | 03/17/88          |
| Tempest   | Video Yesterday | Video Yesterday    | PA 393 007          | 08/11/88          |
| Wizard of Oz  | Video Yesterday | Video Yesterday    | PA 392 472          | 08/05/88          |
| Child of the Prairie  | Video Yesterday | Video Yesterday    | PA 388 048          | 08/15/88          |
| The Shamrock and the Rose   | Video Yesterday | Video Yesterday    | PA 392 467          | 08/05/88          |
| The New School Teacher  | Video Yesterday | Video Yesterday    | PA 392 955          | 08/05/88          |
| Dr. Jekyll and Mr. Hyde   | Video Yesterday | Video Yesterday    | PA 392 466          | 08/05/88          |
| The Fighting Stallion   | Video Yesterday | Video Yesterday    | PA 392 954          | 08/05/88          |
| The Heart of Humanity   | Video Yesterday | Video Yesterday    | PA 388 052          | 08/15/88          |
| Our Gang  | Video Yesterday | Video Yesterday    | PA 340 480          | 08/20/87          |

| Title of Work                                       | Author          | Copyright Claimant | Registration Number | Registration Date |
|---|-----------------|--------------------|---------------------|-------------------|
| Beau Brummel  | Video Yesterday | Video Yesterday    | PA 361 788          | 03/17/88          |
| The Clodhopper                                      | Video Yesterday | Video Yesterday    | PA 392 473          | 08/05/88          |
| The Cats and Mice of Paul Terry                     | Video Yesterday | Video Yesterday    | PA 361 786          | 03/17/88          |
| The Return of "Our Gang"                            | Video Yesterday | Video Yesterday    | PA 340 489          | 08/20/87          |
| Queen Kelly   | Video Yesterday | Video Yesterday    | PA 392 468          | 08/05/88          |
| Aesop's Film Fables                                 | Video Yesterday | Video Yesterday    | PA 392 948          | 08/05/88          |
| Shifting Sands                                      | Video Yesterday | Video Yesterday    | PA 392 474          | 08/05/88          |
| Gosta Barling's Saga                                | Video Yesterday | Video Yesterday    | PA 383 937          | 06/17/88          |
| Our Gang ... "Si Sic Omnes"                         | Video Yesterday | Video Yesterday    | PA 383 943          | 06/17/88          |
| Hail ... Hail - "Our Gang's" All Here!              | Video Yesterday | Video Yesterday    | PA 361 779          | 03/17/88          |
| The Joyless Street                                  | Video Yesterday | Video Yesterday    | PA 385 421          | 06/17/88          |
| The Cat's Meow ... Killy Karloons by Paul Terry     | Video Yesterday | Video Yesterday    | PA 383 942          | 06/17/88          |
| Destiny   | Video Yesterday | Video Yesterday    | PA 393 004          | 08/11/88          |
| Farmer Gray Goes to the Dogs (Cals, Monkeys, Lions) | Video Yesterday | Video Yesterday    | PA 383 938          | 06/17/88          |
| Hearts of the World                                 | Video Yesterday | Video Yesterday    | PA 361 783          | 03/17/88          |
| The Perfect Clown                                   | Video Yesterday | Video Yesterday    | PA 361 780          | 03/17/88          |
| The Phantom Flyer                                   | Video Yesterday | Video Yesterday    | PA 410 764          | 04/07/89          |
| Across The Plains                                   | Video Yesterday | Video Yesterday    | PA 385 422          | 06/17/88          |
| The Jack Knife Man                                  | Video Yesterday | Video Yesterday    | PA 383 944          | 06/17/88          |
| Storm Over Asia                                     | Video Yesterday | Video Yesterday    | PA 383 941          | 06/17/88          |
| Tom Mix and Bill Hart                               | Video Yesterday | Video Yesterday    | PA 393 006          | 08/11/88          |
| Road Agent  | Video Yesterday | Video Yesterday    | PA 385 423          | 06/17/88          |
| The Lost Express                                    | Video Yesterday | Video Yesterday    | PA 383 940          | 06/17/88          |
| The Street of Forgotten Women                       | Video Yesterday | Video Yesterday    | PA 383 939          | 08/17/88          |
| The Disciple  | Video Yesterday | Video Yesterday    | PA 361 789          | 03/17/88          |
| Felix The Cat: Sound and "Silent"                   | Video Yesterday | Video Yesterday    | PA 361 777          | 03/17/88          |
| Eyes of Youth                                       | Video Yesterday | Video Yesterday    | PA 361 778          | 03/17/88          |
| The Return of Drew Egan                             | Video Yesterday | Video Yesterday    | PA 361 787          | 03/17/88          |
| The Blot  | Video Yesterday | Video Yesterday    | PA 410 775          | 04/10/89          |

10/11 00/01

16165 490011 06/07/98

| Title of Work                              | Author          | Copyright Claimant | Registration Number | Registration Date |
|--|-----------------|--------------------|---------------------|-------------------|
| The Forbidden City                         | Video Yesterday | Video Yesterday    | PA 410 776          | 04/10/89          |
| The Adorable Cheat                         | Video Yesterday | Video Yesterday    | PA 410 779          | 04/10/89          |
| Midnight Faces                             | Video Yesterday | Video Yesterday    | PA 410 786          | 04/06/89          |
| The White Sin                              | Video Yesterday | Video Yesterday    | PA 410 777          | 04/06/89          |
| Let's Go                                   | Video Yesterday | Video Yesterday    | PA 410 774          | 04/10/89          |
| Shore Leave                                | Video Yesterday | Video Yesterday    | PA 410 762          | 04/10/89          |
| A Girl's Folly                             | Video Yesterday | Video Yesterday    | PA 410 770          | 04/10/89          |
| Soul of the Beast                          | Video Yesterday | Video Yesterday    | PA 410 761          | 04/10/89          |
| Cartoon Classics #6: Early Animation       | Video Yesterday | Video Yesterday    | PA 434 341          | 10/16/89          |
| The Roaring Road                           | Video Yesterday | Video Yesterday    | PA 505 049          | 11/01/90          |
| Faust                                      | Video Yesterday | Video Yesterday    | PA 410 765          | 04/07/89          |
| Cartoon Classics #7: Early Animation       | Video Yesterday | Video Yesterday    | PA 434 124          | 10/16/89          |
| The Short Films of D.W. Griffith: Volume 2 | Video Yesterday | Video Yesterday    | PA 434 338          | 10/16/89          |
| The Floorwalker and By The Sea             | Video Yesterday | Video Yesterday    | PA 410 771          | 04/06/89          |
| The Great Train Robbery: The Cinema Begins | Video Yesterday | Video Yesterday    | PA 434 227          | 10/16/89          |
| Cops and One Week                          | Video Yesterday | Video Yesterday    | PA 434 123          | 10/16/89          |
| Going to Congress and Don't Park There!    | Video Yesterday | Video Yesterday    | PA 410 769          | 04/06/89          |
| A Mormon Maid                              | Video Yesterday | Video Yesterday    | PA 434 125          | 10/16/89          |
| The Garden of Eden                         | Video Yesterday | Video Yesterday    | PA 410 778          | 04/06/89          |
| The Walloping Kid                          | Video Yesterday | Video Yesterday    | PA 410 773          | 04/06/89          |
| The Return of Boston Blackie               | Video Yesterday | Video Yesterday    | PA 410 763          | 04/07/89          |
| Rounding Up The Law                        | Video Yesterday | Video Yesterday    | PA 410 772          | 04/07/89          |
| Dangerous Hours                            | Video Yesterday | Video Yesterday    | PA 410 767          | 04/07/89          |
| Kismet                                     | Video Yesterday | Video Yesterday    | PA 410 768          | 04/07/89          |
| The Queen of the Chorus                    | Video Yesterday | Video Yesterday    | PA 511 621          | 02/21/91          |
| Sweeping Against The Winds                 | Video Yesterday | Video Yesterday    | PA 505 098          | 11/01/90          |
| Charlie Chaplin ... Our Hero!              | Video Yesterday | Video Yesterday    | PA 505 096          | 11/01/90          |
| Wolfheart's Revenge                        | Video Yesterday | Video Yesterday    | PA 505 100          | 11/01/90          |
| The First Movie Cowboy                     | Video Yesterday | Video Yesterday    | PA 505 101          | 11/01/90          |

FCSS 09041 09/07/94

| Title of Work                        | Author           | Copyright Claimant | Registration Number | Registration Date |
|--------------------------------------|------------------|--------------------|---------------------|-------------------|
| The Scarlet Car                      | Video Yesteryear | Video Yesteryear   | PA 530 317          | 07/31/91          |
| Vanity Fair                          | Video Yesteryear | Video Yesteryear   | PA 530 314          | 07/31/91          |
| Warning Shadows                      | Video Yesteryear | Video Yesteryear   | PA 505 095          | 11/01/90          |
| Three Charlies and a Phoney!         | Video Yesteryear | Video Yesteryear   | PA 505 094          | 11/01/90          |
| Hunan Hearts                         | Video Yesteryear | Video Yesteryear   | PA 505 047          | 11/01/90          |
| "Fally" and His Funny Friends        | Video Yesteryear | Video Yesteryear   | PA 530 320          | 07/31/91          |
| "Silent" Comedies. The Laugh's On Us | Video Yesteryear | Video Yesteryear   | PA 530 313          | 07/31/91          |
| The Great White Trail                | Video Yesteryear | Video Yesteryear   | PA 538 881          | 10/09/91          |
| Caution: Funny Men At Work           | Video Yesteryear | Video Yesteryear   | PA 505 050          | 11/01/90          |
| Riding For Life                      | Video Yesteryear | Video Yesteryear   | PA 538 877          | 10/09/91          |
| SIEGFRIED                            | Video Yesteryear | Video Yesteryear   | PA 548 100          | 12/04/91          |
| The Speed Demon                      | Video Yesteryear | Video Yesteryear   | PA 741 767          | 04/14/95          |
| South of Panama                      | Video Yesteryear | Video Yesteryear   | PA 538 878          | 10/09/91          |
| On The Night Stage                   | Video Yesteryear | Video Yesteryear   | PA 434 284          | 10/16/89          |
| Fangs Of Fate                        | Video Yesteryear | Video Yesteryear   | PA 434 226          | 10/16/89          |
| Dr. Jekyll and Mr. Hyde              | Video Yesteryear | Video Yesteryear   | PA 505 097          | 11/01/90          |
| Trapped By The Mormons               | Video Yesteryear | Video Yesteryear   | PA 434 225          | 10/16/89          |
| Below The Deadline                   | Video Yesteryear | Video Yesteryear   | PA 505 046          | 11/01/90          |
| Jesus of Nazareth                    | Video Yesteryear | Video Yesteryear   | PA 434 342          | 10/16/89          |
| American Pluck                       | Video Yesteryear | Video Yesteryear   | PA 434 122          | 10/16/89          |
| The Blue Light                       | Video Yesteryear | Video Yesteryear   | PA 505 092          | 11/01/90          |
| The Messenger of the Blessed Virgin  | Video Yesteryear | Video Yesteryear   | PA 530 316          | 07/31/91          |
| The Broken Law                       | Video Yesteryear | Video Yesteryear   | PA 538 882          | 10/09/91          |
| The Three Miskeleers                 | Video Yesteryear | Video Yesteryear   | PA 505 048          | 11/01/90          |
| The Coast Patrol                     | Video Yesteryear | Video Yesteryear   | PA 505 099          | 11/01/90          |
| The Call of the Wilderness           | Video Yesteryear | Video Yesteryear   | PA 505 093          | 11/01/90          |
| The Pace That Kills                  | Video Yesteryear | Video Yesteryear   | PA 505 051          | 11/01/90          |
| Hoodoo Ann                           | Video Yesteryear | Video Yesteryear   | PA 688 438          | 03/04/84          |
| Red Blood                            | Video Yesteryear | Video Yesteryear   | PA 530 315          | 07/31/91          |

| Title of Work                              | Author           | Copyright Claimant | Registration Number | Registration Date |
|--|------------------|--------------------|---------------------|-------------------|
| Riders Of The Law                          | Video Yesteryear | Video Yesteryear   | PA 530 318          | 07/31/91          |
| Slow As Lightning                          | Video Yesteryear | Video Yesteryear   | PA 536 884          | 10/09/91          |
| The Cheat                                  | Video Yesteryear | Video Yesteryear   | PA 530 319          | 07/31/91          |
| The Barbarian                              | Video Yesteryear | Video Yesteryear   | PA 538 883          | 10/09/91          |
| Dangerous Traffic                          | Video Yesteryear | Video Yesteryear   | PA 688 437          | 03/04/94          |
| The Headless Horseman                      | Video Yesteryear | Video Yesteryear   | PA 617 035          | 04/22/93          |
| After A Million                            | Video Yesteryear | Video Yesteryear   | PA 688 440          | 03/04/94          |
| The Whip                                   | Video Yesteryear | Video Yesteryear   | PA 688 443          | 03/04/94          |
| The Beloved Rogue                          | Video Yesteryear | Video Yesteryear   | PA 564 287          | 04/30/92          |
| One Punch O'Day                            | Video Yesteryear | Video Yesteryear   | PA 688 439          | 03/04/94          |
| The Paleface and The Frozen North          | Video Yesteryear | Video Yesteryear   | PA 548 099          | 12/04/91          |
| Two Houses of Keaton                       | Video Yesteryear | Video Yesteryear   | PA 564 288          | 04/30/92          |
| That Old "Our Gang" Of Minel               | Video Yesteryear | Video Yesteryear   | PA 617 036          | 04/22/93          |
| Cobra                                      | Video Yesteryear | Video Yesteryear   | PA 688 442          | 03/04/94          |
| Manhattan Madness                          | Video Yesteryear | Video Yesteryear   | PA 688 445          | 03/04/94          |
| Going Straight                             | Video Yesteryear | Video Yesteryear   | PA 741 773          | 04/14/95          |
| Devil's Island                             | Video Yesteryear | Video Yesteryear   | PA 741 771          | 04/14/95          |
| Young April                                | Video Yesteryear | Video Yesteryear   | PA 714 268          | 07/08/94          |
| Braveheart                                 | Video Yesteryear | Video Yesteryear   | PA 617 034          | 04/22/93          |
| Charlie Chase and Snub Pollard             | Video Yesteryear | Video Yesteryear   | PA 714 260          | 07/08/94          |
| Black Cyclone                              | Video Yesteryear | Video Yesteryear   | PA 714 263          | 07/08/94          |
| Twenty-Three Skidool                       | Video Yesteryear | Video Yesteryear   | PA 688 444          | 03/04/94          |
| The Beggar Maid                            | Video Yesteryear | Video Yesteryear   | PA 741 772          | 04/14/95          |
| A Fool There Was                           | Video Yesteryear | Video Yesteryear   | PA 688 441          | 03/04/94          |
| With Daniel Boone Thru The Wilderness      | Video Yesteryear | Video Yesteryear   | PA 742 487          | 09/12/94          |
| Cockeyed Comedy Goes Apel                  | Video Yesteryear | Video Yesteryear   | PA 714 266          | 07/08/94          |
| Mack Sennell: The King of Comedy           | Video Yesteryear | Video Yesteryear   | PA 714 258          | 07/08/94          |
| Cruel, Cruel Love and the Submarine Pirate | Video Yesteryear | Video Yesteryear   | PA 714 259          | 07/08/94          |
| The Busher                                 | Video Yesteryear | Video Yesteryear   | PA 714 262          | 07/08/94          |

10117.00301

FUGS REPORT 000710



| Title of Work                             | Author           | Copyright Claimant | Registration Number | Registration Date |
|---|------------------|--------------------|---------------------|-------------------|
| "Silent" Comedies: The Way You Like 'Em!" | Video Yesteryear | Video Yesteryear   | PA 714 284          | 07/08/94          |
| Twenty Thousand Leagues Under The Sea     | Video Yesteryear | Video Yesteryear   | PA 741 768          | 04/14/95          |
| Cartoon Classics #11: Early Animation     | Video Yesteryear | Video Yesteryear   | PA 699 578          | 04/24/95          |
| A Florida Enchantment                     | Video Yesteryear | Video Yesteryear   | PA 722 767          | 06/15/95          |
| Within Our Gates                          | Video Yesteryear | Video Yesteryear   | PA 741 770          | 04/14/95          |
| The Gangster Film Begins                  | Video Yesteryear | Video Yesteryear   | PA 750 268          | 04/24/95          |
| The Scar of Shame                         | Video Yesteryear | Video Yesteryear   | PA 741 769          | 04/14/95          |
| America's First Women Filmmakers          | Video Yesteryear | Video Yesteryear   | PA 750 269          | 04/24/95          |

10117 00101

FILMS 4/10/14 10/17/98

## Schedule IV

### Licenses

Relating to Classic Radio Holding Corp. and Classic Radio Acquisition Corp.

Licenses: See Annex I, and the following:

1. License Agreement dated as of August 1, 1995 between TCA Television Corp., Bud Abbott, Jr. and Hi Neighbor and Metacom, Inc.
2. Agreement dated as of May 1, 1986 between The Bergen Foundation and Metacom, Inc.
3. Record Agreement dated as of June 30, 1996 between Paul Rapp and Metacom, Inc.
4. Agreement dated January 1, 1985 between HLC Properties, Ltd. and Metacom, Inc.
5. Agreement dated as of July 1, 1985 between George Burns Co., E.A. Fein and Metacom, Inc.
6. License Agreement dated as of July 29, 1998 between Eleutherian Mills-Hagley Foundation, Inc. and Metacom, Inc.
7. Letter dated January 27, 1997 from Norman Schiff of Business Affairs to Peg Lynch regarding license to Peg Lynch All Time Radio Properties including "The Couple Next Door" and "The Little Things In Life".
8. License Agreement dated as of July 15, 1997 between Frank Bresee and Metacom, Inc.
9. License Agreement dated as of June 30, 1997 between Margaret E. McNulty a/k/a Peggy Day and Metacom Inc.
10. License Agreement dated as of August 15, 1994 between Mr. Brian Gari and Metacom Inc.
11. Agreement dated as of July 27, 1995 between the Radio Repertory Company of America and Metacom, Inc.
12. License Agreement dated July 9, 1998 between The Green Hornet, Inc. c/o George W. Trendle and Metacom, Inc.

13. License Agreement dated as of June 28, 1998 between U.S. Television Office, Inc. and Metacom, Inc.
14. Agreement granted as of July 1, 1985 between Donald T. Rosenfeld as trustee for trust created under will of Jack Benny for benefit of Joan Blumofe, Joanna Blumofe, Robert Blumofe, Maria Rudolf, and Michael Rudolf and Metacom, Inc.
15. License Agreement dated as of March 12, 1998 between Irving Brecher and Metacom, Inc.
16. License Agreement dated as of November 27, 1985 between Arc Oboler and Metacom, Inc.
17. Licensing Agreement date as of November 10, 1978 between Chester H. Lauck and Metacom, Inc.
18. Letter dated as of March 12, 1997 from Metacom, Inc. to Ms. Peggy Webber.
19. License Agreement dated as of September 15, 1997 between Alice Faye and Metacom, Inc.
20. License Agreement dated as of July 11, 1997 between Edgar Rice Burroughs, Inc. and Metacom, Inc.
21. License Agreement dated as of January 1, 1994 between W.C. Fields Productions, Inc. and Metacom, Inc.
22. Agreement dated as of March 10, 1996 between Rogers Company and Metacom, Inc.
23. Agreement dated as of January 1, 1992 between Charles Michelson, Inc. and Metacom, Inc.
24. Agreement dated as of December 31, 1991 between Radio Spirits, Inc. and Metacom, Inc.
25. Agreement dated as of April 1, 1995 between Howard Koch and Metacom, Inc. This is an amendment to an Agreement dated May 15, 1993.
26. Agreement dated as of May 1, 1991 between Industrial Theater Corporation, d/b/a Stacey Each Productions and Metacom, Inc.
27. Sublicense Agreement dated as of August 8, 1996 between Heritage Media and Metacom, Inc.
28. Agreement dated as of November 14, 1994 between Heritage Media and Metacom, Inc.

29. Agreement dated as of November 1, 1995 between WGBH Educational Foundation and Metacom, Inc.
30. Agreement dated as of May 16, 1993 between Radio Spirits, Inc. and Metacom, Inc.
31. Agreement dated as of January 15, 1989 between Rhino Records Inc. and Metacom, Inc.
32. Agreement dated as of September 18, 1998 between TVT Records and Metacom, Inc.
33. Agreement dated as of March 10, 1998 between Athabasca University and Metacom, Inc.
34. Agreement dated as of October 5, 1998 between Simon Fraser University and Metacom, Inc.
35. Agreement dated as of March 27, 1997 between Don Corey and Metacom, Inc.
36. Agreement dated as of August 12, 1996 between Charles Grinker Productions, Inc. and Metacom, Inc.
37. Agreement dated as of July 10, 1997 between Jawo Productions, Inc. and Metacom, Inc.

RSI Master Licensing List  
11/10/98

| License   | Contact             | Company                    | Inception | Expiration     | Current Status                       | Last Royalty Pmt |
|---|---------------------|----------------------------|-----------|----------------|--------------------------------------|------------------|
| Abbott and Costello   | Lawrence J. Turner  | Counsel                    | 1/1/98    | 12/31/98       | Year to Year Renewal With Advance    | Q2 '98           |
| Baby Snooks & Daddy, Bold Venture, Broadway Is My Beat, Crime Classics, Escape, The Fat Man, Jeff Regan, Investigator, The Line-Up, The McCoy, Suspense, Hallmark Hall Of Fame  | Gregory Friedkin    | Individual                 | 3/1/94    | 3/1/98         | Automatic Extension                  | Q2 '98           |
| Bickerons, The  | Paul Rapp           | Individual                 | 1/1/97    | 12/31/99       | Active                               | Q2 '98           |
| Box 13  | Ron Mallin          | Counsel                    | 1/1/98    | 12/31/02       | Active                               | Q2 '98           |
| Burns and Allen   | Irving Fahn         | Agent                      | 6/1/94    | 6/1/97         | Automatic Extension                  | Q2 '98           |
| Cinnamon Bear   | Katy Bishop         | Individual                 | 4/1/92    | 12/31/94       | Litigation                           | Q2 '98           |
| Cisco Kid   | Don Aston           | Individual                 | 1/1/97    | 12/31/00       |                                      | Q2 '98           |
| Damon Runyon  | Sheldon Amend       | Authors Research Company   | Jun-91    | Jun-93         | Year to Year                         | Q2 '98           |
| Dragnet, Six Shooter/ Audio Rights  | Larry McAllister    | Universal/ MCA             | 7/1/98    | 7/1/01         | Active                               | Q2 '98           |
| Dragnet, Six Shooter/ Broadcast Rights  | Al Perry            | Universal/ MCA             | 1/1/98    | 12/31/98       | Negotiating Extension                | Q2 '98           |
| Duffy's Tavern  | Ed Gardner          | Individual                 | 8/25/91   | 8/25/94        | Automatic Extension                  | Q2 '98           |
| Edgar Bergen & Charlie McCarthy   | Irving Fahn         | Agent                      | 4/1/94    | 4/1/97         | Automatic Extension                  | Q2 '98           |
| Escape, Frontier Gentleman, Pursuit, Suspense   | Jancis Ellis O'Hare | Individual                 | 9/1/95    | 9/1/99         | Automatic Extension                  | Q2 '98           |
| Falcon, The   | Bernard Schulbert   | Individual                 | 1/1/98    | Owned Outright |                                      | Q2 '98           |
| Family Theatre  | Dennis Rovizalo     | Family Theatre Productions | 10/11/93  | 10/11/98       | Automatic Extension                  | Q2 '98           |
| Greatest Story Ever Told, The   | Mark Oursler        | Counsel                    | 18/98     | 12/31/02       | Active/No Product                    | Q2 '98           |
| Green Hornet  | George Trendle      | Green Hornet Enterprises   | 1/1/98    | 12/31/02       |                                      | Q2 '98           |
| Gunsalute, Suspense, Have Gun Will Travel, Columbia Workshop, Inner Sanctum, Lux Radio Theatre, Philip Marlowe, Life With Luigi, My Favorite Husband, Our Miss Brooks, Sam Spade, Campbell Playhouse, The Whistler, Johnny Dollar | Jeff Nemerovski     | CBS Enterprises            | 9/1/96    | 12/31/99       | Extended/ Negotiating New Agreement  | Q2 '98           |
| Hopalong Cassidy  | Jerry Rosenthal     | U.S. Television            | 3/15/94   | 12/31/99       |                                      | Q2 '98           |
| I Was a Communist for the F.B.I., The Screen Director's Assignment, The Screen Director's Guild, The Screen Director's Playhouse, The Screen Theatre  | Donohy Gelber       | Individual                 | 1/1/93    | 1/1/97         | Year to Year                         | Q2 '98           |
| Jack Benny/ Audio Rights  | Marvin Meyer        | Counsel                    | 1/1/98    | 12/31/00       | Automatic Extension with Minimum Pmt | Q2 '98           |
| Jack Benny/ Broadcast   | Marvin Meyer        | Counsel                    | 11/15/93  | 11/15/98       |                                      | Q2 '98           |
| Jeff Regan, The Lineup, The McCoy, Our Miss Brooks, Suspense  | Stan Freiberg       | Individual                 | 8/1/95    | 12/31/00       |                                      | Q2 '98           |
| Life of Riley   | Irving Brecher      | Individual                 | 3/1/93    | 1/15/97        | Automatic Extension                  | Q2 '98           |
| Lights Out, Milton Berle, Phil Harris & Alice Faye, Dennis Day, Tarzan  | Phil Levin          | Melacom                    | 6/18/93   | Continuing     |                                      | Q2 '98           |
| Lone Ranger & Sergeant Preston of the Yukon   | Mich Filed          | Golden Books               | 2/1/98    | 12/31/01       |                                      | Q2 '98           |
| Martin & Lewis  | Jerry Lewis         | Individual                 | 4/1/95    | 12/31/00       | Active                               | Q2 '98           |
| Mel Blanc   | Noel Blanc          | Blanc Communications       | 9/14/90   | 1/1/92         | Automatic Extension                  | Q2 '98           |
| Mysterious Traveler, Murder by Experts, Strange Doctor Weird  | David Kogan         | Individual                 | 1/5/92    | 1/4/98         | Automatic Extension                  | Q2 '98           |
| Nightbeat/ Fibber McGee & Molly   | Lawrie Grant        | NBC                        | 12/1/87   |                | Negotiation                          | Q2 '98           |
| Red Ryder   | Nell Rosini         | Counsel                    | 1/1/99    | 12/31/01       | Active/ No Product                   |                  |
| Saint, The  | Jane Gelfman        | Gelfman Schneider Library  |           |                |                                      |                  |
| Sam Spade, The Thin Man, The Fat Man, The Clock   | Lawrence White      | Agents, Inc.               | 1/1/98    | 12/31/01       | Negotiating                          | Q2 '98           |
| Shadow, The   | Nina Jean Matlikow  | Individual                 | 9/20/05   |                | Active                               | Q2 '98           |
| Shellock Holmes   | George Weezer       | Great American Audio       | 10/25/97  | 12/31/02       | Active                               | Q2 '98           |
| Smithsonian   | Robert Schellin     | 221A Baker St. Assoc.      | 8/25/97   | 8/25/03        | Active                               | Q2 '98           |
| Superman, Superman with Blüman & Robin  | Sandy Resnick       | Smithsonian Institution    | 4/18/94   | 4/18/99        | Active                               | Q2 '98           |
| Suspense, On Stage, Pursuit, Grand Central Station  | E. Jack Neuman      | D.C. Comics                | 9/25/88   | 12/31/00       | Active                               | Q2 '98           |
| Suspense, various   | Owen Laster         | Individual                 | Mar-94    |                | Active                               | Q2 '98           |
| Suspense, various   | John Collier        | William Morris Agency      | 5/1/94    | 5/1/97         | Automatic Extension                  | Q2 '98           |
| Tales of the Texas Rangers  | Stacey Keach, Sr.   | Individual                 | Apr-08    |                | Active                               | Q2 '98           |
| This is Your FBI  | Arthur Stashower    | Stacey Keach Productions   | 10/11/93  | 10/11/98       | Automatic Extension                  | Q2 '98           |
| Unsolved Mysteries, Dangerous Assignment, Fred Allen  | Roger Ritner        | Counsel                    | 1/31/91   | 1/1/94         | Extended - 12/31/98                  | Q2 '98           |
| Various Properties/ Great American License  | Nina Jean Matlikow  | Great American Audio       | 10/25/97  | 12/31/02       | Active                               | Q2 '98           |
| Voyage of the Scarlet Queen   | Gregory Friedkin    | negotiating                | 1/1/98    | 12/31/01       | Pending Execution.                   | Q2 '98           |
| War of the Worlds   | Norman Rudman       | Counsel                    | 1/1/98    | 12/31/99       | Broadcast Only                       | Q2 '98           |
| X Minus One, Zero Hour, Dimension X   | Ray Bradbury        | Individual                 | 9/12/95   | 1/1/01         | Active                               | Q2 '98           |

TRADEMARK

REEL: 001926 FRAME: 0593

## **Schedule 4(i)**

### **Litigation**

**Relating to Classic Radio Holding Corp. and Classic Radio Acquisition Corp.**

From time to time, a predecessor in interest of Classic Radio Acquisition Corp. has received notices of claimed ownership regarding works which such predecessor believes are in the public domain. If any of such claims were substantiated an agreement would be entered into with the claimant to allow continued usage of such work or, if no such agreement was made, such work would be withdrawn from the catalogue. If such claims were not substantiated, such work would remain in the catalogue. None of such claims have been material either alone or in the agreement.

## **Schedule 4(i)**

### **Litigation**

**Relating to Classic Radio Holding Corp. and Classic Radio Acquisition Corp.**

From time to time, a predecessor in interest of Classic Radio Acquisition Corp. has received notices of claimed ownership regarding works which such predecessor believes are in the public domain. If any of such claims were substantiated an agreement would be entered into with the claimant to allow continued usage of such work or, if no such agreement was made, such work would be withdrawn from the catalogue. If such claims were not substantiated, such work would remain in the catalogue. None of such claims have been material either alone or in the agreement.

TABLE OF CONTENTS

INTELLECTUAL PROPERTY SECURITY AGREEMENT . . . . . 1

PRELIMINARY STATEMENTS . . . . . 1

SECTION 1. Grant of Security . . . . . 1

SECTION 2. Security for Obligations . . . . . 3

SECTION 3. Grantors Remain Liable . . . . . 3

SECTION 4. Representations and Warranties . . . . . 3

SECTION 5. Further Assurances . . . . . 6

SECTION 6. Transfers and Other Liens . . . . . 8

SECTION 7. Administrative Agent Appointed Attorney-in-Fact . . . . . 8

SECTION 8. Administrative Agent May Perform . . . . . 9

SECTION 9. The Administrative Agent's Duties . . . . . 9

SECTION 10. Remedies . . . . . 9

SECTION 11. Indemnity and Expenses . . . . . 11

SECTION 12. Security Interest Absolute . . . . . 11

SECTION 13. Amendments; Waivers; Supplements; Etc . . . . . 12

SECTION 14. Addresses for Notices . . . . . 12

SECTION 15. Continuing Security Interest, Assignments . . . . . 13

SECTION 16. Release and Termination . . . . . 13

SECTION 17. Execution in Counterparts . . . . . 14

SECTION 18. Governing Law; Terms . . . . . 14

EXHIBIT A . . . . . 21



SCHEDULES

- Schedule I - Patents and Patent Applications
- Schedule II - Trademark Registrations and Applications
- Schedule III - Copyright Registrations and Applications
- Schedule IV - Licenses
- Schedule 4(i) - Litigation