

02-08-2001

IEET



LY

33

Tab settings * * * * *

101609183

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

1. Name of conveying Party(ies):
Rising Tide Studios LLC

1.30.01

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State DE
 Other Limited liability company

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: December 28, 2000

2. Name and address of receiving Party(ies)

Name: MCG Finance Corporation

Internal Address: Suite 800

Street Address: 1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

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

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

A. Trademark Application No.(s)

76018553 (Digital Coast Reporter – Cl. 16)
76018555 (Digital Coast [YR] – Cl. 35)
76018564 (Digital Coast 100 – Cl. 35)
76018563 (Digital Coast Daily – Cl. 42)
76018554 (Digital Coast Weekly – Cl. 42)

B. Trademark Registration No's

40E

76018553

Additional numbers attached? Yes No

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

Name: MCG Finance Corporation

Internal Address: Suite 800

Street Address:
1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

6. Total Number of applications and registrations involved:..... 12

7. Total fee (37 CFR 3.41):.....\$ 315.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number: _____

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

DO NOT USE THIS SPACE

9. State and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Dana E. Stern

1/22/01

Name of Person Signing Signature Date

Total number of pages including this cover sheet and any attachments: 13

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

Do not detach this portion

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

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

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

02/07/2001 6TOM11 00000155 76018553

01 FC:481 40.00 DP
02 FC:482 275.00 DP

TRADEMARK
REEL: 002232 FRAME: 0176

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

| <u>Trademark Description</u> | <u>Country</u> | <u>Registration Number</u> |
|------------------------------|----------------|----------------------------|
|------------------------------|----------------|----------------------------|

II. Pending Trademark Applications

| <u>Trademark Description</u> | <u>Atty. Docket Number</u> | <u>Country</u> | <u>Serial Number</u> | <u>Filing Date</u> | <u>Status</u> |
|---------------------------------|----------------------------|----------------|----------------------|--------------------|---------------|
| Digital Coast Reporter - Cl. 16 | | USA | 76018553 | | Pending |
| Digital Coast [YR] - Cl. 35 | | USA | 76018555 | | Pending |
| Digital Coast 100 - Cl. 35 | | USA | 76018564 | | Pending |
| Digital Coast Daily - Cl. 42 | | USA | 76018563 | | Pending |
| Digital Coast Weekly - Cl. 42 | | USA | 76018554 | | Pending |
| International Network - Cl. 35 | | USA | 76018556 | | Pending |
| Rising Tide Summit - Cl. 35 | | USA | 76018557 | | Pending |
| Rising Tide Summit - Cl. 42 | | USA | 76018558 | | Pending |
| Silicon Alley Reporter - Cl. 16 | | USA | 76018560 | | Pending |
| Silicon Alley 100 - Cl. 35 | | USA | 76018561 | | Pending |
| Silicon Alley [Yr] - Cl. 35 | | USA | 76018562 | | Pending |
| Silicon Alley Daily - Cl. 42 | | USA | 76018559 | | Pending |

III. Trademark Licenses

| <u>Registration Number</u> | <u>Mark</u> | <u>Country</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|----------------------------|-------------|----------------|-----------------|-----------------|-----------------------|------------------------|
| None | | | | | | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of December 28, 2000, by **RISING TIDE STUDIOS LLC** (including any successor or permitted assignee thereof, "Grantor"), in favor of **MCG FINANCE CORPORATION** (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders (as defined in the Credit Agreement referred to below).

RECITALS

WHEREAS, Grantor and each direct and indirect Subsidiary of Grantor (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Administrative Agent and the Lenders for a credit facility consisting of a term loan pursuant to which up to \$5.0 million can be borrowed from time to time; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated of even date herewith (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated of even date herewith (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

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

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

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

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

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

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

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

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

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

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

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

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

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

4. Power of Attorney. Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion regardless of whether a Default or Event of Default is occurring:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any

reference to any Collateral in which Grantor no longer has or claims any right, title or interest;
and

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

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's security interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

Grantor also hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion after the occurrence and during the continuance of a Default or an Event of Default, to take any other action and to execute any other instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement.

The foregoing power of attorney is coupled with an interest and is irrevocable until the termination of Grantor's obligations (unconditionally and indefeasibly) under the Credit Agreement.

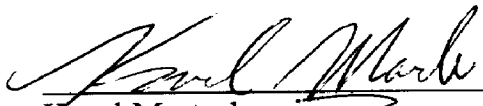
5. **Release.** The IP Security Agreement will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder) in accordance with the terms thereof. Upon any such termination, Administrative Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

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

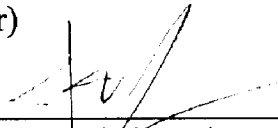
together will constitute one and the same instrument. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

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

WITNESS:

By: 
Name: Karol Martesko
Title: _____
[SEAL]

RISING TIDE STUDIOS LLC
(as Grantor)

By: 
Name: Jason M. Calacanis
Title: **Chief Executive Officer**

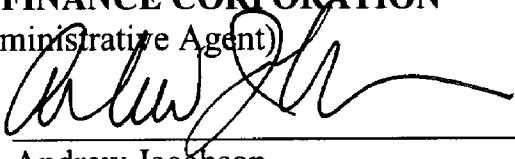
Address: 307 West 36th Street, 10th Floor
New York, NY 10018-6403

Telephone: (646) 473-2222
Facsimile: (646) 473-2223

WITNESS:

By: 

MCG FINANCE CORPORATION
(as Administrative Agent)

By: 
Name: Andrew Jacobson
Title: Managing Director

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

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

Legal/Rising Tide Studios/ipsa

TRADEMARK
REEL: 002232 FRAME: 0182

ACKNOWLEDGMENT

STATE OF NEW YORK :
 : SS
COUNTY OF NEW YORK :

Before me, the undersigned, a Notary Public, on this 14th day of DEC., 2000, personally appeared Jason M. Calacanis to me known personally, who, being by me duly sworn, did say that he is the ~~Chief Exec. Officer~~ of RISING TIDE STUDIOS LLC, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said RISING TIDE STUDIOS LLC by authority of its members, and the said JASON CALACANIS acknowledged said instrument to be his free act and deed.

Meena M. Gulati
Notary Public


My Commission Expires: 8.2.2001

MEENA M. GULATI
Notary Public, State of New York
No. 01GU5015872
Qualified in New York County
Commission Expires August 2, 2001

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :
: SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 18th day of December, 2000, personally appeared Andrew Jacobson to me known personally, who, being by me duly sworn, did say that he is the Managing Director of **MCG FINANCE CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Finance Corporation by authority of its Board of Directors, and the said Managing Director acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: _____
My Commission Expires: _____

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

| <u>Copyright Title</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|------------------------|----------------------------|--------------------------|
| None | | |

II. Pending Copyright Applications

| <u>Copyright Title</u> | <u>Application Number</u> | <u>Filing Date</u> | <u>Date of Creation</u> | <u>Date of Publication</u> |
|------------------------|---------------------------|--------------------|-------------------------|----------------------------|
| None | | | | |

III. Unregistered Copyrights

| <u>Copyright Title</u> | <u>Date of Creation</u> | <u>Date of Publication</u> | <u>Original Author/Owner</u> | <u>Date and Recordation Number of Assignment to Grantor</u> | <u>Date of Expected Registration (if applicable)</u> |
|--|-------------------------|----------------------------|------------------------------|---|--|
| Silicon Alley Reporter 1-39 | Various | 12/97 – 10/00 | Rising Tide Studios Limited | N/A | N/A |
| Digital Coast Reporter 1-14 | Various | - 10/00 | Rising Tide Studios Limited | N/A | N/A |
| Assorted SAR and DCR Articles | Various | 12/97 – 10/00 | Rising Tide Studios Limited | N/A | N/A |
| Various RTS websites | Various | 10/97 - current | Rising Tide Studios Limited | N/A | N/A |
| Various software tools for e-mail mgmt | Various | Not published | Rising Tide Studios Limited | N/A | N/A |

IV. Copyright Licenses

| <u>Copyright</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> | <u>Subject Matter</u> |
|------------------------|--------------------|-----------------------------|-----------------------|------------------------|-----------------------|
| Off-the-shelf software | Various publishers | Rising Tide Studios Limited | Various | N/A | Various |

SCHEDULE B

PATENT COLLATERAL

I. Patents

| <u>Patent Number</u> | <u>Country</u> | <u>Issue Date</u> | <u>Title</u> |
|--------------------------|----------------|-----------------------|--------------|
| None | | | |

II. Pending Patent Applications

| <u>Patent Title</u> | <u>Atty. Docket Number</u> | <u>Country</u> | <u>Serial Filing Number</u> | <u>Date</u> | <u>Status</u> |
|-------------------------|--------------------------------|----------------|---------------------------------|-------------|---------------|
| None | | | | | |

III. Patent Licenses

| <u>Patent No.</u> | <u>Country</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|-------------------|----------------|-----------------|-----------------|---------------------------|----------------------------|
| None | | | | | |

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

| <u>Trademark Description</u> | <u>Country</u> | <u>Registration Number</u> |
|------------------------------|----------------|----------------------------|
|------------------------------|----------------|----------------------------|

II. Pending Trademark Applications

| <u>Trademark Description</u> | <u>Atty. Docket Number</u> | <u>Country</u> | <u>Serial Number</u> | <u>Filing Date</u> | <u>Status</u> |
|---------------------------------|----------------------------|----------------|----------------------|--------------------|---------------|
| Digital Coast Reporter – Cl. 16 | | USA | 76018553 | | Pending |
| Digital Coast [YR] – Cl. 35 | | USA | 76018555 | | Pending |
| Digital Coast 100 – Cl. 35 | | USA | 76018564 | | Pending |
| Digital Coast Daily – Cl. 42 | | USA | 76018563 | | Pending |
| Digital Coast Weekly – Cl. 42 | | USA | 76018554 | | Pending |
| International Network – Cl. 35 | | USA | 76018556 | | Pending |
| Rising Tide Summit – Cl. 35 | | USA | 76018557 | | Pending |
| Rising Tide Summit – Cl. 42 | | USA | 76018558 | | Pending |
| Silicon Alley Reporter – Cl. 16 | | USA | 76018560 | | Pending |
| Silicon Alley 100 – Cl. 35 | | USA | 76018561 | | Pending |
| Silicon Alley [Yr] – Cl. 35 | | USA | 76018562 | | Pending |
| Silicon Alley Daily – Cl. 42 | | USA | 76018559 | | Pending |

III. Trademark Licenses

| <u>Registration Number</u> | <u>Mark</u> | <u>Country</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|----------------------------|-------------|----------------|-----------------|-----------------|-----------------------|------------------------|
| None | | | | | | |