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06-06-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

CHYRON CORPORATION

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 3/29/99

2. Name and address of receiving party(ies)

Name: AMSOUTH BANK

Internal

Address:

c/o AmSouth Capital Corp. Street Address: 350 Park Avenue

City: New York State: NY Zip: 10022

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State

Other an Alabama Banking Corp.

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)

SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE B

Additional number(s) attached Yes No

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

Name: SILLER WILK LLP

Internal Address:

Street Address: 747 Third Avenue

City: New York State: NY Zip: 10017

6. Total number of applications and registrations involved: 38

7. Total fee (37 CFR 3.41): \$965

- 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. Statement and signature.

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

Philippe E. Greenberg, Esq.

Name of Person Signing

Signature

June 5, 2001

Date

Total number of pages including cover sheet, attachments, and document: 30

+ check & transmittal letter

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

## SCHEDULE A

1.	1,093,643	12
2.	1,320,392	CMX
3.	1,130,704	INTELLIGENT INTERFACE (12)
4.	1,285,076	CMX SYSTEMS
5.	1,004,008	FLICK DISTRIBUTING CO. (LOGO)
6.	985,985	FLICK DISTRIBUTING CO. (LOGO)
7.	985,471	FLICK DISTRIBUTING CO. (LOGO)
8.	984,179	VIDEOMAX
9.	1,152,938	INTELLIGENT INTERFACE
10.	347,373	INTELLIGENT INTERFACE
11.	266,590	INTELLIGENT INTERFACE
12.	1,279,666	AURORA
13.	66,185	AURORA
14.	1,154,644	CHYRON AND DESIGN
15.	1,057,452	CHYRON
16.	1,577,401	CHYRON SCRIBE HIGH DEFINITION, THE
17.	1,576,083	CHYRON SCRIBE JR., THE
18.	1,579,812	CHYRON SCRIBE

19.	1,576,082	CHYRON SUPER SCRIBE, THE
20.	1,578,705	SCRIBE
21.	1,738,067	INFINITI (BLOCK FORM)
22.	77,693	INFINITI
23.	1,715,201	MAXI>
24.	1,863,596	MAXINET
25.	1,855,628	CODI
26.	1,960,240	CHYRON CARE
27.	2,092,923	COMPANY THE WHOLE WORLD WATCHES, THE
28.	1,777,102	LIBERTY
29.	2,190,850	PROCION
30.	1,877,448	CHX AEGIS
31.	1,877,449	CHX OMNI

**SCHEDULE B**

1.	592,778	11AP1986	SCRIBE
2.	327783	13AU1996	LIBERTY
3.	184,936	21OC1996	TRANSFORM
4.	420,311	20JA1998XD	
5.	420,327	20JA1998	SYSTEM 3
6.	726315	21JA1998	PROCION
7.	438,890	25FE1998	MAPP

# TRADEMARK COLLATERAL SECURITY AGREEMENT

**THIS AGREEMENT** is made as of the 29th day of March, 1999, by and between **CHYRON CORPORATION**, a New York corporation having a mailing address at 5 Hub Drive, Melville, New York 11747 ("Borrower") and **AMSOUTH BANK**, an Alabama banking corporation (the "Lender"), with an office at 350 Park Avenue, New York, New York 10022.

## BACKGROUND

Borrower and Lender have entered into a Loan Agreement of even date herewith (as amended and supplemented from time to time, the Loan Agreement) providing for revolving credit and term loans to the Borrower. In order to induce Lender to execute and deliver the Loan Agreement, Borrower agreed to execute and deliver to Lender this Trademark Collateral Security Agreement ("Security Agreement"). This Security Agreement, covering Trademarks (as hereinafter defined), is being executed contemporaneously with the Loan Agreement and with a General Security Agreement under which Lender is granted a lien on and security interest in all personal property of the Borrower.

**NOW, THEREFORE**, in consideration of the premises, Borrower and Lender hereby agree as follows:

1. **Defined Terms.**

**"Account"** shall have the meaning assigned to it under **Section 9-106** of the Code.

**"Code"** shall mean the Uniform Commercial Code as the same may time to time be in effect in the State of New York.

**"Collateral"** shall have the meaning assigned to it in **Section 2** of this Security Agreement.

**"Event of Default"** shall have the meaning assigned to it in the Loan Agreement.

**"Obligations"** shall mean and include any and every obligation and liability of Borrower to Lender and claims of every nature and description of Lender against Borrower (including, but not limited to, costs and reasonable attorneys fees incurred by Lender in the collection, whether by suit or by any other means, of negotiable or non-negotiable instruments which have been purchased by Lender from Borrower or those arising out of or in any way connected with warranties made by Borrower to Lender in connection with negotiable or non-negotiable instruments deposited with, or purchased by, Lender), whether or not represented by negotiable instruments or

other writings (including, but not limited to, purchase and repurchase agreements) whether now existing or hereinafter incurred, originally contracted with Lender and/or with another or others and now or hereafter owing to or acquired in any manner, in whole or in part, by Lender or in which Lender may acquire a participation, whether contracted by Borrower alone or jointly and/or severally with another or others, direct or indirect, absolute or contingent, secured or not secured, matured or not matured, pursuant to the Loan Agreement.

**“Security Agreement”** shall mean this Security Agreement, as the same may from time to time be amended or supplemented.

**“Trademarks”** shall mean the U.S. registered trademarks and pending applications shown in the attached **Schedule A**, and those trademarks which are hereafter adopted or acquired by Borrower, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recording in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, all whether now owned or hereafter acquired by Borrower, but shall not include any application based on an “intent to use” unless a statement of actual use has been filed.

**2. Grant of Security Interest.** As collateral security for the prompt payment of the Obligations, Borrower hereby grants and conveys to Lender a security interest in and to the entire right, title and interest of Borrower in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in **Schedule A** hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all Trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits and all rights corresponding thereto in the United States and the goodwill of the business to which each of the Trademarks relates (all of the foregoing hereinafter the “Collateral”).

**3. Representations and Warranties.** Borrower covenants and warrants that as of the date of this Security Agreement:

(a) To Borrower’s knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable

(b) To Borrower’s knowledge, each of the Trademarks is valid and enforceable;

(c) To Borrowers’ knowledge, there is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) To Borrower’s knowledge, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including, without limitation, pledges, assignments,

licenses, registered user agreements and covenants by Borrower not to sue third persons);

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

(f) Borrower has used to its knowledge, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(g) Borrower has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. **Right of inspection.** Borrower hereby grants to Lender and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Borrower shall use its best efforts to do any and all acts required by Lender to ensure Borrower's compliance with paragraph 3(g) above.

5. **New Trademarks.** (a) If, before the Obligations shall have been paid in full or if a commitment from Lender under the Obligations shall be in effect, Borrower shall obtain rights to any new Trademarks, the provisions of paragraph 2 shall automatically apply thereto and Borrower shall give Lender prompt written notice thereof. (b) Borrower grants Lender a power-of-attorney, irrevocable so long as the Loan Agreement is in existence, to modify this Security Agreement by amending **Schedule A** to include any future Trademarks, including trademark registrations or applications appurtenant thereto to the extent covered by this Security Agreement.

6. **Covenants.** Borrower covenants and agrees with Lender that from and after the date of this Security Agreement and until the Obligations are fully satisfied and any commitment from Lender under the Obligations has terminated:

(a) **Further Documentation: Pledge of Instruments.** At any time and from time to time, upon the written request of Lender, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statement under the Code with respect to the liens and security interests granted hereby. Borrower also hereby authorizes Lender to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law.

(b) **Maintenance of Trademarks.** Borrower will not do any act, or omit to do

any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value if such action or omission would cause a Material Adverse Effect (as defined in the Loan Agreement), and shall notify Lender immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Borrower shall take appropriate action at its expense to halt the infringement of the Trademarks if such infringement would cause a Material Adverse Effect (as defined in the Loan Agreement).

(c) **Indemnification.** Borrower assumes all responsibility and liability arising from the use of the Trademarks, and Borrower hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorney's fees) arising out of Borrower's operations of its business from the use of the Trademarks.

(d) **Limitation of Liens on Collateral.** Borrower will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral except to the extent, if any, as permitted by the Loan Agreement.

(e) **Notices.** Borrower will advise Lender promptly in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of the Collateral or on the security interests created hereunder.

(f) **Limitation on Further Uses of Trademarks.** Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Lender.

#### 7. **Lender's Appointment as Attorney-in-Fact.**

(a) Borrower hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Security Agreement upon the occurrence of an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Borrower, to do the following:



(i) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement, and to pay all or any part of the premiums therefor and the costs thereof; and

(ii) Upon the occurrence and continuance of an Event of Default, (A) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (B) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (C) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (D) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (E) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Borrower might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Borrower also authorizes Lender to execute, in connection with the sale provided for in paragraph 10(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. **Execution of Power of Attorney.** Concurrently with the execution and delivery hereof, Borrower is executing and delivering to Lender, in the form of **Schedule B** hereto, five (5) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 7 hereof.

9. **Performance by Lender of Borrowers Obligations.** If Borrower fails to perform

or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of Lender incurred in connection with such performance or compliance shall be payable by Borrower to Lender on demand and shall constitute Obligations secured hereby.

**10. Remedies. Rights Upon Event of Default.**

(a) Upon the occurrence and during the continuance of an Event of Default:

(i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Lender, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Lender, in the same form as received by Borrower (duly indorsed by Borrower to Lender, if required); and

(ii) Any and all such payments so received by Lender (whether from Borrower or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Obligations in such order as Lender shall elect. Any balance of such payments held by Lender and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) Upon the occurrence and during the continuance of an Event of Default, Lender may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Lender is entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by Lender to collect any such deficiency and also as to any reasonable attorneys' fees incurred by Lender with respect to the collection of any of the Obligations and the enforcement of any of Lender's respective rights hereunder.

**11. Termination.** At such time as Borrower shall completely pay in full all of the Obligations, this Security Agreement shall terminate and Lender shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to revest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

**12. Notices.** Any notice to Lender shall be deemed to have been duly given when

deposited in the mail, first class, postage prepaid, addressed to Lender at its address as set forth above. Any notice to Borrower hereunder shall be deemed to have been duly given when deposited in the mail, first class postage prepaid, addressed to Borrower at 5 Hub Drive, Melville, New York 11747, Attention: Chief Financial Officer with a copy to: Camhy, Karlinsky & Stein LLP, 1740 Broadway, New York, New York 10019-4315, Attention: Daniel Dewolf, Esq.

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

14. **Cumulative Remedies.** All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. **Severability.** The provisions of this Security Agreement are several, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. **No Modification Except in Writing.** This Security Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraphs 5 and 7.

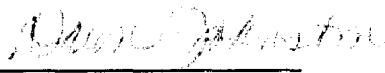
17. **Successors and Assigns.** The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. **Governing Law.** The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WITNESS:

**CHYRON CORPORATION**

By:   
Dawn Johnston  
Chief Financial Officer

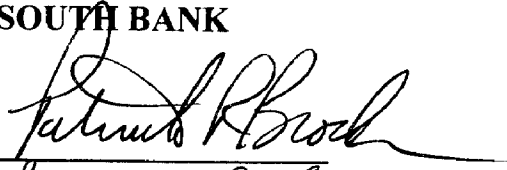
WITNESS:

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~~AMSOUTH CAPITAL CORP.~~  
~~ATTORNEY-IN-FACT FOR~~  
AMSOUTH BANK

*PRB*

By:



*PATRICK R. BROCIER*  
*Attorney - In - Fact*

STATE OF NEW YORK )

:SS

COUNTY OF NEW YORK )

On the 29th day of March, 1999, before me the undersigned, a Notary Public in and for said State, personally appeared Dawn Johnston, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Katina Wingate  
Notary Public

KATINA WINGATE  
Notary Public, State of New York  
No. 01WI5084061  
Qualified in Kings County  
Commission Expires Aug. 25, 1999

STATE OF NEW YORK )

:SS

COUNTY OF NEW YORK )

On the 29th day of March, 1999, before me the undersigned, a Notary Public in and for said State, personally appeared Patrick R. Brocker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Katina Wingate  
Notary Public

KATINA WINGATE  
Notary Public, State of New York  
No. 01WI5084061  
Qualified in Kings County  
Commission Expires Aug. 25, 1999

# SCHEDULE A

ALL CHYRON TRADEMARKS  
AS OF MARCH 24, 1999

			MARK	ACT DUE
CHYRON 10.1-002	APPLICATION: REGISTRATION:	109,960 17DE1976 1,093,643 20JE1978	I2	LAPSED
CHYRON 10.1-003	APPLICATION: REGISTRATION:	411,658 31JA1983 1,320,392 19FE1985	CMX	LATERENEWL RENEWAL
CHYRON 10.1-004	APPLICATION: REGISTRATION:	109,959 17DE1976 1,130,704 12FE1980	INTELLIGENT INTERFACE (I2)	LATERENEWL RENEWAL
CHYRON 10.1-005	APPLICATION: REGISTRATION:	411,659 31JA1983 1,285,076 10JL1984	CMX SYSTEMS	LAPSED
CHYRON 10.1-006	APPLICATION: REGISTRATION:	461,627 28JE1973 1,004,008 04FE1973	FLICK DISTRIBUTING CO. (LOGO)	LAPSED
CHYRON 10.1-007	APPLICATION: REGISTRATION:	461,594 28JE1973 985,985 11JE1974	FLICK DISTRIBUTING CO. (LOGO)	LAPSED
CHYRON 10.1-008	APPLICATION: REGISTRATION:	461,573 28JE1973 985,471 04JE1974	FLICK DISTRIBUTING CO. (LOGO)	LAPSED
CHYRON 10.1-009	APPLICATION: REGISTRATION.	403,045 17SE1971 984,179 14MY1974	VIDEOMAX	LAPSED
CHYRON 10.1-010	APPLICATION: REGISTRATION.	109,958 17DE1976 1,152,938 05MY1981	INTELLIGENT INTERFACE	LATERENEWL RENEWAL
CHYRON 10.1-010 BENELUX	APPLICATION: REGISTRATION.	619,518 15JE1977 347,373 15JE1977	INTELLIGENT INTERFACE	RENEWAL LATERENEWL
CHYRON 10.1-010 CANADA	APPLICATION: REGISTRATION.	412,117 16JE1977 266,590 19FE1982	INTELLIGENT INTERFACE	RENEWAL LATERENEWL
CHYRON 10.1-011	APPLICATION: REGISTRATION.	361,142 23AP1982 1,279,666 29MY1984	AURORA	LATERENEWL RENEWAL
CHYRON 10.4-012 CA	APPLICATION: REGISTRATION.	66,185 04MY1982	AURORA	RENEWAL
CHYRON 10.1-016	APPLICATION: REGISTRATION.	200,452 18JA1979 1,154,664 19MY1981	CHYRON AND DESIGN	LATERENEWL RENEWAL
CHYRON 10.1-017	APPLICATION: REGISTRATION.	078,998 03MR1976 1,057,452 01FE1977	CHYRON	RENEWAL LATERENEWL
CHYRON 10.1-018	APPLICATION: REGISTRATION.	592,778 11AP1986	SCRIBE	ABANDONED
CHYRON 10.1-019	APPLICATION: REGISTRATION.	757,450 13OC1988 1,577,401 16JA1990	CHYRON SCRIBE HIGH DEFINITION, THE	LAPSED

ALL CHYRON TRADEMARKS  
AS OF MARCH 24, 1999

CHYRON 10.1-020	APPLICATION: REGISTRATION.	757,449 13OC1988 1,576,083 09JA1990	CHYRON SCRIBE JR. THE	LATERENEWL RENEWAL
CHYRON 10.1-021	APPLICATION: REGISTRATION.	757,448 13OC1988 1,579,812 09JA1990	CHYRON SCRIBE	LATERENEWL RENEWAL
CHYRON 10.1-022	APPLICATION: REGISTRATION.	757,443 13OC1988 1,576,082 09JA0990	CHYRON SUPER SCRIBE, THE	LATERENEWL RENEWL
CHYRON 10.1-023	APPLICATION: REGISTRATION.	757,418 13OC1988 1,578,705 23JA1990	SCRIBE	LATERENEWL RENEWAL
CHYRON 10.1-025	APPLICATION: REGISTRATION.	145,320 07MR1991 1,738,067 08DE1992	INFINITI (BLOCK FORM)	LATERENEWL RENEWAL
CHYRON 10.1-025 CTM	APPLICATION: REGISTRATION.	77693 01AP1996 77693 30MR1998	INFINITI	RENEWAL
CHYRON 10.1-027	APPLICATION: REGISTRATION.	179,714 25JE1991 1,715,201 15SE1992	MAXI>	LATERENEWL RENEWAL
CHYRON 10.1-028	APPLICATION: REGISTRATION.	458,450 05NO1993 1,863,596 22NO1994	MAXINEI	SEC 8 & 15 RENEWAL LATERENEWL
CHYRON 10.1-030	APPLICATION: REGISTRATION.	456,950 05NO1993 1,855,628 27SE1994	CODI	SEC 8 & 15 RENEWAL LATERENEWL
CHYRON 10.1-036	APPLICATION: REGISTRATION.	656,845 06AP1995 1,960,240 05MR1996	CHYRON CARE	SEC 8 & 15 RENEWAL LATERENEWL
CHYRON 10.1-038	APPLICATION: REGISTRATION.	128,025 01JL1996 2,092,923 02SE1997	COMPANY THE WHOLE WORLD WATCHES. THE	SEC 8 & 15 RENEWAL LATERENEWL
CHYRON 10.0-043	APPLICATION: REGISTRATION.	261,326 01AP1992 1,777,102 15JE1993	LIBERTY	LATERENEWL RENEWAL RENEWAL
CHYRON 10.1-043 CTM	APPLICATION: REGISTRATION.	327783 13AU1996	LIBERTY	
CHYRON 10.1-044	APPLICATION: REGISTRATION.	184,936 21OC1996	TRANSFORM	
CHYRON 10.1-056	APPLICATION: REGISTRATION.	420,311 20JA1998 XD		
CHYRON 10.1-057	APPLICATION: REGISTRATION.	420,327 20JA1998	SYSTEM 3	

ALL CHYRON TRADEMARKS  
AS OF MARCH 24, 1999

CHYRON 10.1-058	APPLICATION: REGISTRATION.	338,278 08AU1997 2,190,850 22SE1998	PROCION	SEC 8 & 15 RENEWAL LATERENEWL
CHYRON 10.1-058 CTM	APPLICATION: REGISTRATION.	726315 21JA1998	PROCION	
CHYRON 10.1-059	APPLICATION: REGISTRATION.	439,890 25FE1998	MAPP	PRIORITYAC
CHYRON 10.1-067	APPLICATION: REGISTRATION.	411,466 09JL1993 1,877,448 07FE1995	CHX AEGIS	SEC 8 & 15 RENEWAL LATERENEWL
CHYRON 10.1-068	APPLICATION: REGISTRATION.	411,567 09JL1993 1,877,449 07FE1995	CHX OMNI	SEC 8 & 15 RENEWAL LATERENEWL



# **SCHEDULE B**

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK )

ss:

COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that CHYRON CORPORATION, a Corporation formed under the laws of New York, with its principal office at 5 Hub Drive, Melville, New York 11747 (hereinafter called "Borrower"), pursuant to a Trademark Collateral Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes AmSouth Bank (hereinafter called the "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower following and during the continuance of an Event of Default under the Security Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on **Schedule A** of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Borrower and Lender and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

CHYRON CORPORATION

By: Raven Johnston SR VP

STATE OF NEW YORK )

:SS

COUNTY OF NEW YORK )

On the 29<sup>th</sup> day of March, 1999, before me the undersigned, a Notary Public in and for said State, personally appeared Dawn Johnston, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Katina Wingate  
Notary Public

KATINA WINGATE  
Notary Public, State of New York  
No. 01W15084061  
Qualified in Kings County  
Commission Expires Aug. 25, 1999

**AMSOUTH BANK**  
**CONTINUING GENERAL SECURITY AGREEMENT**

In consideration of financial accommodations (arising from loan, advance, letter of credit, acceptance and/or other credit transactions) given or to be given or to be continued to the undersigned (the "Debtor") or to any other party(is) at the request, or for the benefit, or upon the undertaking, of the Debtor by **AMSOUTH BANK** (the "Bank"), the Debtor hereby agrees with the Bank that, whenever the Debtor shall be at any time or times directly or contingently indebted, liable or obligated to the Bank in any manner whatsoever, the Bank shall have the following rights:

1. As security for the due and punctual payment of any and all of the present and future Obligations of the Debtor (as defined in **Section 2** below), the Debtor hereby grants to the Bank a continuing security interest in (a) all of the Collateral (as defined in **Section 3** below), whether now or hereafter existing or acquired, and (b) all present and future products and proceeds of the Collateral.

2. As used herein, (a) the term "Loan Agreement" shall mean the Loan Agreement between Debtor and Bank, of even date herewith, which agreement may be amended from time to time, (b) the term "Obligations" shall mean and include any and every obligation and liability of Debtor to Bank and claims of every nature and description of Bank against Debtor (including, but not limited to, costs and reasonable attorneys' fees incurred by Bank in the collection, whether by suit or by any other means, of negotiable or non-negotiable instruments which have been purchased by Bank from Debtor or those arising out of or in any way connected with warranties made by Debtor to Bank in connection with negotiable or non-negotiable instruments deposited with, or purchased by, Bank), whether or not represented by negotiable instruments or other writings (including, but not limited to, purchase and repurchase agreements) whether now existing or hereinafter incurred, originally contracted with Bank and/or with another or others and now or hereafter owing to or acquired in any manner, in whole or in part, by Bank or in which Bank may acquire a participation, whether contracted by Debtor alone or jointly and/or severally with another or others, direct or indirect, absolute or contingent, secured or not secured, matured or not matured, pursuant to the Loan Agreement and (c) the term "Event of Default" shall have the meaning assigned to it under the Loan Agreement.

3. As used herein, the term "Collateral" means the property described in **Section 4** below, together with all of the personal property and fixtures of the Debtor wherever

located and whether now owned or in existence or hereafter acquired or created, of every kind or description, tangible or intangible, including without limitation all inventory, goods, equipment, farm products, instruments, documents, chattel paper, accounts, contract rights and general intangibles, such terms having the meaning ascribed by the Uniform Commercial Code, but shall not included trademark applications based on intent to use, prior to the filing of a statement of actual use.

4. Any and all deposits or other sums at any time credited by or due from the Bank to the Debtor; and any and all monies, securities and other property of the Debtor, and the proceeds thereof now or hereafter held or received by or in transit to the Bank from or for the Debtor, whether for safekeeping, custody, pledge, transmission, collection or otherwise, shall at all times constitute security for any and all Obligations.

5. The Debtor represents and warrants that: (a) no Financing Statement (other than any which may have been filed on behalf of the Bank or otherwise disclosed to the Bank in writing) relating to any of the Collateral is on file in any public office; and (b) the Chief Executive Office (or Major Executive Office) of Debtor (if any), and the Collateral are respectively located at the address(es) set forth at the end of this Agreement and Debtor will not change such location without prior written notice to and consent of the Bank; and (c) Debtor has not created and is not aware of any security interest, lien or encumbrance on or affecting the Collateral other than created hereby except as otherwise disclosed to the Bank in writing and as permitted under the Loan Agreement.

6. The Debtor assumes all liability and responsibility in connection with all Collateral acquired by Debtor; and the obligation of the Debtor to pay all Obligations shall in no way be affected or diminished by reason of the fact that any such Collateral may be lost, destroyed, stolen, damaged or for any reason whatsoever unavailable to the Debtor except for the gross negligence or malfeasance of the Bank.

7. As long as this Agreement shall remain in effect, the Debtor agrees:

(a) that, if the Bank so demands in writing at any time upon the occurrence of an Event of Default (i) all proceeds of the Collateral shall be delivered to the Bank promptly upon their receipt in a form satisfactory to the Bank, and (ii) all chattel paper, instruments, and documents pertaining to the Collateral shall be delivered to the Bank at the time and place and in the manner in which specified in the Bank's demand;

(b) in order to enable the Bank to comply with the law of any jurisdiction,

including state, federal and foreign, applicable to any security interest granted hereby or to the Collateral, to execute and deliver upon request, in form acceptable to the Bank, any Financing Statement, notice, statement, instrument, document, agreement or other paper and/or to perform any act requested by the Bank which may be necessary to create, perfect, preserve, validate or otherwise protect such security interest or to enable the Bank to exercise and enforce the Bank's rights hereunder or with respect to such security interest;

(c) promptly to pay any filing fees or other costs in connection with (i) the filing or recordation of such Financing Statements or any other papers described above and (ii) such searches of the public records as the Bank in its sole discretion shall require;

(d) that the Bank is authorized to file or record any such Financing Statements or other papers without the signature of the Debtor if permitted by applicable law;

(e) the Bank may file a photographic or other reproduction of this Agreement in lieu of a Financing Statement in any filing office where it is permissible to do so;

(f) except for the security interest granted hereby or otherwise disclosed in writing to the Bank or permitted under the Loan Agreement, Debtor shall keep the Collateral and proceeds and products thereof free and clear of any security interest, liens or encumbrances of any kind, the Debtor shall promptly pay, when due, all taxes and transportation, storage and warehousing charges and fees affecting or arising out of the Collateral and shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein adverse to the Bank;

(g) at all times to keep all insurable Collateral insured at the expense of the Debtor to the Bank's reasonable satisfaction against loss by fire, theft, and any other risk to which the Collateral may be subject; all policies shall be endorsed in favor of the Bank and, if the Bank so requests, shall be deposited with the Bank; and in any event, such policies will provide that each insurer will give the Bank not less than thirty (30) days notice in writing prior to the exercise of any right of cancellation; in the event Debtor fails to maintain any insurance the Bank may (but shall not be obligated to) place such insurance and pay the premium therefor, in

which event Debtor will pay the Bank such premium with interest; the Bank may apply any proceeds of such insurance which may be received by it toward payment of the Obligations, whether or not due, in such order of application as the Bank may determine;

(h) that the Bank's duty with respect to the Collateral shall be solely to use reasonable care in the custody and preservation of collateral in its possession; the Bank shall not be obligated to take any steps necessary to preserve any rights in any of the Collateral against prior parties, and the Debtor hereby agrees to take such steps; the Debtor shall pay to the Bank all reasonable costs and expenses, including filing and reasonable attorney's fees, incurred by the Bank in connection with the custody, care, preservation or collection of the Collateral, the Bank may, but is not obligated to, exercise any and all rights of conversion or exchange or similar rights, privileges and options relating to the Collateral; the Bank shall have no obligation to sell or otherwise realize upon any of the Collateral as herein authorized and shall not be responsible for any failure to do so or for any delay in doing so; in the event of any litigation, with respect to any matters connected with this Agreement, the Obligations, the Collateral, or any other instrument, document or agreement applicable hereto or to any one or more of them in any respect, Debtor hereby waives the right to a trial by jury and all defenses, rights of setoff and rights to interpose counterclaims of any nature;

(i) to provide the Bank with such information as the Bank may from time to time reasonably request with respect to the location of the Collateral and any of Debtor's places of business;

(j) that the Bank will be notified promptly in writing of any change in any office as set forth below;

(k) that the Debtor will permit the Bank, by its officers and agents, to have access to and examine at all reasonable times the properties, minute books and other corporate records, and books of account and financial records of the Debtor; and

(l) that the Debtor will promptly notify the Bank upon the occurrence of any default, as provided in this Agreement, of which the Debtor has knowledge.

8. (a) Upon the occurrence of an Event of Default under the Loan Agreement, the Debtor agrees as follows: (i) the Debtor will not, without first obtaining the written

consent of the Bank, renew or extend the time of payment of any account as such term is used in the Uniform Commercial Code (an "Account"); (ii) the Debtor will promptly notify the Bank in writing of any compromise, settlement or adjustment with respect to an Account and will forthwith account therefor to the Bank in cash for the amount thereof without demand or notice; (iii) the Debtor will stamp, in form and manner satisfactory to the Bank, its accounts receivable ledger and other books and records pertaining to the Accounts, with an appropriate reference to the security interest of the Bank in the Accounts; (iv) upon request, the Debtor will furnish the Bank original or other papers relating to the sale of merchandise or the performance of labor or service which created an Account; (v) the Debtor may collect the Accounts, subject to the discretion and control of the Bank, but the Bank may, without cause or notice, curtail or terminate such authority at any time; (vi) the proceeds of the Accounts, when collected by the Debtor, whether consisting of cash, checks, notes, drafts, money orders, commercial paper of any kind whatsoever, or other documents, received in payment of the Accounts shall be promptly remitted by the Debtor to the Bank, in precisely the form received, except for endorsement by the Debtor when required; (vii) such proceeds until remitted to the Bank as aforesaid, shall be held in trust by the Debtor for, and as the property of, the Bank and shall not be commingled with other funds, money or property; (viii) proceeds of the Accounts will be received by the Bank subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by the Bank; (ix) the Bank shall apply in its absolute discretion, all collections received by it on the Accounts, toward the payment of any of the Obligations whether due or not due; (x) the Debtor will promptly notify the Bank in writing of the return or rejection of any merchandise represented by the Accounts and the Debtor shall forthwith account therefor to the Bank in cash without demand or notice and until such payment has been received by the Bank, the Debtor will receive and hold all such merchandise separate and apart, in trust for and subject to the security interest in favor of the Bank; (xi) the Bank is authorized to sell, for the Debtor's account and sole risk, all or any part of such merchandise in the manner and under the terms and conditions hereinafter set forth.

(b) The Debtor represents and warrants to the Bank that the Debtor is the sole owner of the Accounts and, to the knowledge of the Debtor, no one has or claims to have an interest of any kind therein or thereto; each of the debtors named in every such Account is indebted to the Debtor in the amount and on the terms indicated in the invoice and schedule of Accounts; each Account is bona fide and arises out of the performance of labor or services or the sale and delivery or lease of merchandise or both; and none of the Accounts is now, nor will at any time in the future become, contingent upon the fulfillment of any contract or conditions whatsoever, nor subject to any defense, offset or counterclaim.



(c) The Debtor will maintain accurate and complete records of the Accounts and will make the same available to the Bank at any time upon demand.

9. Upon the occurrence of an Event of Default under the Loan Agreement, (a) all Obligations shall become at once due and payable, without notice, presentment, demand for payment or protest, which are hereby expressly waived; (b) the Bank is authorized to take possession of the Collateral and, for that purpose may enter, with the aid and assistance of any person or persons, any premises where the Collateral, or any part thereof is, or may be, placed and remove same; (c) the Bank may proceed to apply to the Obligations, any and all deposits or other sums described in **Section 4** hereof; (d) the Bank may require the Debtor to assemble the Collateral and to make it available to the Bank at a place designated by the Bank which is reasonably convenient to the Bank and the Debtor; (e) the Bank shall have the right from time to time to sell, resell, assign, transfer and deliver all or any part of the Collateral, at any broker's board or exchange, or at public or private sale or otherwise, at the option of the Bank, for cash or on credit for future delivery, in such parcel or parcels and at such time or times and at such place or places, and upon such terms, and conditions as the Bank, may deem proper, and in connection therewith may grant options and may impose reasonable conditions such as requiring any purchaser to represent that any stock constituting part of the Collateral is being purchased for investment purposes only, all without (except as shall be required by applicable statute and cannot be waived) advertisement or demand upon the Debtor or right of redemption to the Debtor, which are hereby expressly waived; unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Bank will give the Debtor reasonable notice of the time and place of such public sale or of the time after which any private sale or any other intended disposition thereof is to be made and Debtor agrees that five (5) business days prior notice shall be deemed reasonable notice; (f) upon each such sale, the Bank may, unless prohibited by applicable statute which cannot be waived, purchase all or any part of the Collateral being sold, free from and discharged of all trusts, claims, rights of redemption and equities of the Debtor, which are hereby waived and released; (g) the Bank shall, upon mailing notice to the Debtor that it so elects, have from the date of such mailing the right from time to time to vote any shares of stock securing any of the Obligations; provided, however, that Bank at any time, before or after the occurrence of any Event of Default, may, but shall not be obligated to, transfer into or out of its name or that of its nominee all or any of the Collateral which are instruments, stocks, bonds and other securities, and the Bank or its nominee may demand, sue for, collect, receive and hold as like Collateral any or all interest, dividends and income thereon and if any securities are held in the name of the Bank or its nominee, the Bank may, after the occurrence of any such events, exercise all voting and other rights pertaining thereto as

if the Bank were the absolute owner thereof; but the Bank shall not be obligated to demand payment of, protest, or take any steps necessary to preserve any rights in any such Collateral against prior parties, or take any action whatsoever in regard to any such Collateral, all of which the Debtor assumes and agrees to do. Without limiting the generality of the foregoing, the Bank shall not be obligated to take any action in connection with any conversion, call, redemption, retirement or any other event relating to any of such Collateral, unless the Debtor gives written notice to the Bank that such action shall be taken not more than thirty (30) days prior to the time that such action may first be taken and not less than seven (7) business days prior to the expiration of the time during which such action may be taken; (h) the Bank's obligations, if any, to give additional (or to continue) financial accommodations of any kind to the Debtor shall immediately terminate; and (i) in addition to the rights and remedies given to the Bank hereunder or otherwise, the Bank shall have all of the rights and remedies of a secured party under the New York Uniform Commercial Code.

10. In the case of each such sale or of any proceedings to collect any of the Obligations, the Debtor shall pay all costs and expenses of every kind for collection, sale or delivery, including reasonable attorney's fees, and after deducting such costs and expenses from the proceeds of sale or collection, the Bank may apply any residue to pay any of the Obligations and the Debtor will continue to be liable to the Bank for any deficiency with interest.

11. Upon the occurrence of an Event of Default, the Bank may, but is not obligated to, (a) demand, sue for, collect or receive any money or property at any time due, payable or receivable on account of or in exchange for any obligations securing any of the Obligations, (b) compromise and settle with any person liable on such obligation, and/or (c) extend the time of payment of or otherwise change the terms thereof, as to any party liable thereon; all without incurring responsibility to the undersigned or affecting any of the Obligations, except for the Bank's gross negligence or malfeasance.

12. In order to effectuate the terms and provisions hereof, Debtor hereby designates and appoints Bank and its designees or agents as attorney-in-fact of Debtor, irrevocably and with power of substitution, with authority upon the occurrence of an Event of Default, to receive, open and dispose of all mail addressed to Debtor, to notify the Post Office authorities to change the address for delivery of mail addressed to Debtor to such address as Bank may designate; to endorse the name of Debtor on any notes, acceptances, checks, drafts, money orders, instruments or other evidence of payment or proceeds of the Collateral that may come into Bank's possession; to sign the name of Debtor on any invoices, documents, drafts against and notices (which also may direct,

among other things, that payment be made directly to the Bank) to Account debtors or obligors of Debtor, assignments and requests for verification of Accounts; to execute proofs of claim and loss to execute any endorsements, assignments, or other instruments of conveyance or transfer, to adjust and compromise any claims under insurance policies; to execute releases; and to do all other acts and things necessary and advisable in the sole discretion of Bank to carry out and enforce this Agreement. All acts of said attorney or designee are hereby ratified and approved and said attorney or designee shall not be liable for any acts of commission or omission, nor for any error of judgment or mistake of fact or law. This power of attorney being coupled with an interest is irrevocable while any of the Obligations shall remain unpaid.

13. All options, powers and rights granted to the Bank hereunder or under any promissory note, instrument, document or other writing delivered to the Bank shall be cumulative and shall be in addition to any other options, powers or rights which the Bank may now or hereafter have as a secured party under the New York Uniform Commercial Code or under any other applicable law or otherwise.

14. No delay on the part of the Bank in exercising any of its options, powers, or rights, or partial or single exercise thereof, shall constitute a waiver thereof. Neither this Agreement nor any provisions hereof may be modified, changed, waived, discharged or terminated orally, but only by an instrument in writing, signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought. The Bank shall have the right, for and in the name, place and stead of the Debtor upon the occurrence of an Event of Default, to execute endorsements, assignments or other instruments of conveyance or transfer with respect to any of the Collateral.

15. Notice of acceptance of this Agreement by the Bank is hereby waived. This Agreement shall be immediately binding upon the Debtor and its successors and assigns, whether or not the Bank signs this Agreement.

16. It is the intention of the parties (a) that, this Agreement shall constitute a continuing agreement applying to any and all future, as well as existing transactions between the Debtor and the Bank; and (b) that the security interest provided for herein shall attach to after-acquired as well as existing Collateral, and the Obligations covered by this Agreement shall include future advances and other value, as well as existing advances and other value, whether or not similar to prior or existing advances or other value, and whether or not the advances or value are or shall be given pursuant to commitment, all to the maximum extent permitted by the New York Uniform Commercial Code.

17. Unless the context otherwise requires, all terms used herein which are defined in the New York Uniform Commercial Code shall have the meanings therein stated.

18. If this Agreement is signed by two or more parties as debtors, they shall be jointly and severally liable hereunder, and the term "Debtor" wherever used in this Agreement shall mean the parties who have signed this Agreement and each of them.

19. Mailing Address of Debtor. For the purpose of Section 9.402(1) of the New York Uniform Commercial Code, the address of the Debtor specified below under the caption "Chief Executive Office" (or "Major Executive Office" address whenever the Chief Executive Office is located outside of the United States) shall be the Debtor's mailing address.

20. This Agreement shall be construed in accordance with and be governed by the law of the State of New York.

IN WITNESS WHEREOF, the Debtor has executed this Agreement or has caused these presents to be executed and delivered by its proper corporate officer or officers as of this 29 day of March, 1999.

**CHYRON CORPORATION**

By: *Dawn Johnston*  
Name: *Dawn Johnston*  
Title: *SR VP*

**Chief Executive Office:**

- 5 Hub Drive  
Melville, New York 11747

**Other Business Addresses and/or Location  
of Collateral (if none, state "None"):**

10121 Miller Ave  
Cupertino, CA 95014

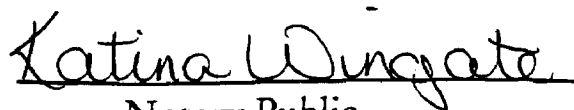
4480 N. Shallford Rd.  
Suite 102  
Dunwoody, GA 30338

STATE OF NEW YORK )

:SS

COUNTY OF NEW YORK )

On the 29th day of March, 1999, before me the undersigned, a Notary Public in and for said State, personally appeared Dawn Johnston, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

KATINA WINGATE  
Notary Public, State of New York  
No. 01WI5084061  
Qualified in Kings County  
Commission Expires Aug. 25, 1999