

5-8-2002

05-08-2002



Form PTO-1594 R  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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102082449

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):  
Courtenay Communications Corporation  
**5-8-02**  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Signature Bank  
Internal  
Address: \_\_\_\_\_  
Street Address: 261 Madison Avenue  
City: New York State: NY Zip: 10016  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Bank  
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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
Execution Date: April 30, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
See attached Schedule A  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Signature Bank  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_

Street Address: 261 Madison Avenue  
\_\_\_\_\_

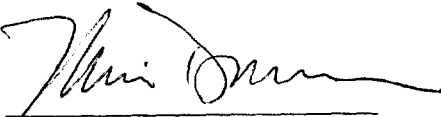
City: New York State: NY Zip: 10016

6. Total number of applications and registrations involved: ..... **2**

7. Total fee (37 CFR 3.41)..... \$65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
Morris Danon  4/30/02  
Name of Person Signing      Signature      Date  
Total number of pages including cover sheet, attachments, and document: **14**

05/08/2002 GT0N11 00000201 2265064  
01 FC:481  
02 FC:482  
( 40.00 DP  
25.00 DP )

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

TRADEMARK  
REEL: 002500 FRAME: 0830

**SCHEDULE A**

**COURTENAY COMMUNICATIONS CORPORATION**

<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>	<b><u>Filing Date</u></b>
Teleservices News	2265864	July 27, 1999
DRTV News	2202413	November 3, 1998

# TRADEMARK, TRADE SECRETS AND LICENSES SECURITY AGREEMENT

This TRADEMARK, TRADE SECRETS AND LICENSES SECURITY AGREEMENT (this "Agreement") is made as of April 30, 2002 by and between Courtenay Communications Corporation, a New York corporation (the "Company") having its principal place of business at 100 Avenue of the Americas, New York, New York 10013 and Signature Bank, a New York banking corporation having an office at 261 Madison Avenue, New York, New York 10016 (the "Secured Party").

## RECITALS

A. The Secured Party and the Company have entered into a Credit Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"), pursuant to which the Company will receive loans and other financial accommodations from the Secured Party and will incur Obligations.

B. To induce the Secured Party to extend credit to the Company on and after the date hereof as provided in the Credit Agreement, the Company wishes to grant to the Secured Party security and assurance in order to secure the payment and performance of all Obligations and to that effect to grant the Secured Party a security interest in the Trademarks, Trade Secrets and Licenses as herein described and in connection therewith to execute and deliver this Agreement.

Accordingly, the Company and the Secured Party hereby agree as follows:

### 1. DEFINITIONS

Terms used herein that are defined in the Credit Agreement shall have the meanings assigned to them therein, unless otherwise defined herein. References to this "Agreement" shall mean this Trademark, Trade Secrets and Licenses Security Agreement, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Agreement as the same may be in effect at the time such reference becomes operative.

### 2. GRANT OF INTEREST

2.1 Trademarks, Trade Secrets and Licenses. The Company hereby grants, bargains, mortgages, pledges, creates in favor of and conveys to the Secured Party as security for the prompt payment of the Obligations in full when due, a security interest in the entire right, title and interest of the Company in and to all of its now owned, existing or filed, or hereafter acquired, arising or filed:

(a) (i) trademarks, other marks, trademark registrations, trade names, service marks and trademark applications, including, without limitation, those listed on Schedule A annexed hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time), (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) all rights corresponding to any of the foregoing

throughout the world and (v) the goodwill of the Company's business connected with and symbolized by any of the foregoing (collectively, the "Trademarks");

(b) trade secrets and confidential business information (including formulas, computations, know-how, manufacturing and production processes and techniques, research and development information, specifications, drawings, designs, plans, proposals, technical data, copyrightable work, financial, business, and marketing plans, customer and supplier lists and information (collectively, the "Trade Secrets"); and

(c) licenses and license agreements with any other Person under or with respect to any of the Trademarks or Trade Secrets (all licenses and license agreements assigned to the Secured Party pursuant hereto hereinafter collectively called the "Licenses").

2.1 Restriction on Future Agreements. The Company agrees that until the Obligations shall have been indefeasibly paid and performed in full, the Company will not, without the Secured Party's prior written consent, enter into any agreement, including, without limitation, any license agreement, that grants to any Person other than the Secured Party rights to or interests in any Trademarks or Trade Secrets and is inconsistent with the Company's obligations under this Agreement. The Company further agrees that, except as otherwise expressly permitted by the Credit Agreement, it will not take any action, or permit any action to be taken by an Affiliate of the Company or other Person subject to the Company's control, including, without limitation, licensees, or fail to take any action, that would adversely affect the validity or enforcement of the rights granted to the Secured Party under this Agreement.

2.2 New Trademarks. The Company represents and warrants that the Trademarks listed on Schedule A hereto are owned by the Company and the Trademarks constitute all of the Trademarks in which the Company has an interest. If, before the Obligations are paid and performed in full, the Company shall (i) obtain any new Trademarks or rights thereto or (ii) become entitled to the benefit of any new Trademark, the Company shall give to the Secured Party prompt written notice thereof. The Company hereby authorizes Secured Party at any time and from time to time to modify this Agreement without any notice to the Company by amending Schedule A to include any now owned, existing or filed, or hereafter acquired, arising or filed Trademarks.

2.3 Royalties and Terms. The Company hereby agrees that upon the occurrence and during the continuance of an Event of Default, the Secured Party (or any designee of the Secured Party) may use any or all of the Trademarks, Trade Secrets or Licenses worldwide without any liability to the Company for royalties or other related charges. The term of the right to use granted in this Section 2.3 shall extend until the earlier of (i) the expiration of all rights under each of the respective Trademarks, Trade Secrets or Licenses securing the Obligations, or (ii) the indefeasible payment and performance in full of the Obligations.

2.4 Release. Upon the indefeasible payment and performance in full of the Obligations, the Secured Party shall execute and deliver to the Company, at the Company's request and at the Company's sole cost and expense, such releases, satisfactions, deeds, assignments and other instruments as may be necessary to relinquish, without any representations or warranties whatsoever, any of the Secured Party's rights in such of the

Trademarks, Trade Secrets or Licenses as shall not have been sold or disposed of by the Company pursuant to the terms of this Agreement.

2.5 Notice. The Company shall not abandon any Trademark without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld.

2.6 Secured Party's Right to Sue. The Secured Party shall have the right, but shall in no way be obligated, to bring suit on behalf of the Company to enforce any of the Trademarks, Trade Secrets or Licenses in the event the Company declines to bring such suit and, if the Secured Party shall commence any such suit, the Company shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement and the Company shall promptly pay, or reimburse and indemnify the Secured Party upon demand, for all out-of-pocket costs and expenses (including without limitation, reasonable attorneys' fees) incurred by the Secured Party in the exercise of its rights under this Section 2.6.

2.7 Secured Party Appointed Attorney-In-Fact. The Company hereby appoints the Secured Party or the Secured Party's designee as its attorney-in-fact to do all things necessary to carry out or enforce this Agreement and with the power to endorse the Company's name on all applications, documents, papers and instruments of every kind and nature, including but not limited to documents, papers, and instruments necessary for Secured Party to use or own the Trademarks or to grant or issue any exclusive or non-exclusive license to use the Trademarks or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title of Trademarks or dispose of the Trademarks to Secured Party or anyone else. The Company ratifies and approves all acts of the Secured Party, or its designee, as attorney-in-fact, taken in accordance herewith. The Secured Party, or its designee, as attorney-in-fact, will not be liable for any acts or omissions, or for any error of judgment or mistake of fact or law, except for gross negligence or willful misconduct. This power, being coupled with an interest, is irrevocable until all Obligations have been indefeasibly paid in full and performed and satisfied.

### **3. FILINGS AND CONSENTS**

The Company shall deliver to the Secured Party, upon the execution and delivery of this Agreement, in form and substance satisfactory to the Secured Party, such other instruments and documents as shall be necessary, in the opinion of the Secured Party, to perfect the interests granted by the Company to the Secured Party hereby, including, without limitation, the Trademark Security Agreement for Recordation attached hereto as Exhibit A (the "Recordation Agreement") duly completed and executed. The Company will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Secured Party any and all documents or instruments and take such further steps necessary or deemed desirable by the Secured Party to perfect the Secured Party's security interest in all Trademarks, Licenses or Trade Secrets.

### **4. COVENANTS**

The Company agrees that so long as any Obligations are outstanding, unless the Secured Party agrees otherwise in writing: (a) it will not grant, create or permit to exist any Lien on, or security interest in, any of the Trademarks, Trade Secrets or Licenses in favor of any other Person; (b) it will pay and indemnify and hold the Secured Party harmless from and against any

and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the Trademarks, Trade Secrets or Licenses, including, without limitation, claims of trademark infringements, and any claim of unfair competition or antitrust violation, provided that the Company shall have no obligation hereunder with respect to such indemnification arising from the Secured Party's gross negligence or willful misconduct in the use, assignment and sublicensing of the Trademarks, Trade Secrets and Licenses that are covered by this Agreement; and (c) it will not enter into any agreement that is inconsistent with the Company's obligations under this Agreement.

## **5. DEFAULT**

### **5.1 Remedies.**

(a) Upon the occurrence and during the continuance of an Event of Default, the Secured Party, in its discretion, may:

(i) collect, receive, appropriate and realize upon the Trademarks, Trade Secrets and Licenses, or any part thereof;

(ii) enter, with or without process of law, any premises where any goods, or other items or things bearing or relating in any way to the Trademarks, Trade Secrets and Licenses or the books and records of the Company related thereto are or may be located, and without charge or liability to the Secured Party therefor seize and remove all goods or other items or things bearing or relating in any way to the Trademarks, Trade Secrets and Licenses (and copies for the Company's books and records in any way relating to the Trademarks, Trade Secrets and Licenses) from said premises and/or remain upon such premises and use the same (together with said books and records) for the purpose of collecting, preparing and disposing of the Trademarks, Trade Secrets and Licenses;

(iii) sell, assign, transfer, realize upon or otherwise dispose, including, without limitation, the granting of licenses, of any of the Trademarks, Trade Secrets or Licenses, or any right or interest of the Company therein at public or private sale for cash or credit in accordance with applicable law; or

(iv) exercise any one or more of the rights and remedies accruing to a secured party under the UCC as adopted in the relevant state or states and any other applicable law upon default by a debtor.

(b) Any notice required to be given by the Secured Party of a sale, lease, other disposition of the Trademarks, Trade Secrets or Licenses or any other intended action by the Secured Party, delivered by facsimile transmission or overnight mail courier service, postage prepaid and duly addressed to the Company at its address as set forth in Section 6.5 hereof, not less than ten (10) Business Days prior to such proposed action, shall constitute commercially reasonable and fair notice thereof to the Company.

(c) The Secured Party shall have the right at any time, in its discretion, without notice thereof to the Company, to take control, in any manner, of any item of payment for or proceeds of any of the Trademarks, Trade Secrets or Licenses of the Company.

(d) The Secured Party may postpone or adjourn any sale of the Trademarks, Trade Secrets and Licenses, or any part thereof, from time to time, by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale.

(f) All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Trademarks, Trade Secrets and Licenses of the Company may, in the discretion of the Secured Party, be held by the Secured Party as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Secured Party as reimbursement for the costs and expenses, including, without limitation, reasonable attorneys' fees incurred by it in connection with the sale, assignment or transfer of the Trademarks, Trade Secrets or Licenses), in whole or in part, by the Secured Party to the payment of all the Obligations. Any surplus of such cash or cash proceeds held by the Secured Party and remaining after payment in full of all Obligations shall be paid over to the Company, subject to the rights of any holder of a lien on the Trademarks, Trade Secrets and Licenses of which the Secured Party has actual notice and any deficiency remaining after application of such cash or cash proceeds to the obligations shall continue to be an Obligation, for which the Company remains liable.

5.2 Waiver by the Company. To the extent permitted under applicable law, the Company waives (a) presentment, demand and protest and notice of presentment, dishonor, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, accounts, contract rights, documents, instruments, chattel paper and guaranties at any time held by the Secured Party on which the Company may in any way be liable and hereby ratifies and confirms whatever the Secured Party may do in this regard, (b) all rights to notice and a hearing prior to the Secured Party's taking possession or control of, or to the Secured Party's replevy, attachment or levy upon, any of the Trademarks, Trade Secrets or Licenses or any bond or security that might be required by any court prior to allowing the Secured Party to exercise any of the Secured Party's taking possession or control of, or to the Secured Party to exercise any of the Secured Party's remedies, and (c) the benefit of all valuation, appraisal and exemption laws. The Company hereby waives and releases any right of redemption it may have. The Company acknowledges that it has been advised by its counsel with respect to this Agreement and the transactions evidenced by this Agreement.

5.3 Cumulative Remedies. All of the Secured Party's rights and remedies with respect to the Trademarks, Trade Secrets or Licenses, whether established hereby or by any Security Agreement or by the Credit Agreement or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. The Company recognizes that in the event the Company fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, no remedy of law will provide adequate relief to the Secured Party, and the Company agrees that the Secured Party shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

## 6. MISCELLANEOUS

6.1 Waivers. No course of dealing between the Company and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege under this Agreement or the Credit 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.

6.2 Severability. The provisions of this Agreement are severable, 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.

6.3 Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

6.4 Binding Effect; Benefits. This Agreement shall be binding upon the Company and its successors and assigns and shall inure to the benefit of the Secured Party and its successors and assigns.

6.5 Notices. All notices and other communications hereunder shall be made at the addresses, in the manner and with the effect provided in the Credit Agreement.

6.6 Headings. The Section titles and headings in this Agreement are and shall be without substantive meaning or context of any kind whatsoever and are for convenience of reference only.

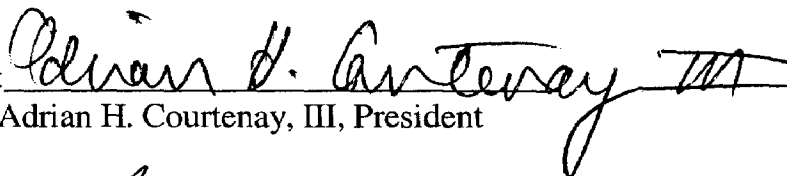
6.7 Governing Law; Jurisdiction; Waiver of Jury Trial. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICT OR CHOICE OF LAWS. THE COMPANY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY FEDERAL OR STATE COURT IN THE STATE OF NEW YORK, COUNTY OF NEW YORK, IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST IT AND RELATED TO OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY HEREBY WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER, OR THAT THIS AGREEMENT OR ANY DOCUMENT OR ANY INSTRUMENT REFERRED TO HEREIN OR THE SUBJECT MATTER THEREOF MAY NOT BE LITIGATED IN OR BY SUCH FEDERAL OR STATE COURTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AGREES (i) NOT TO SEEK AND HEREBY WAIVES THE RIGHT TO ANY REVIEW OF THE JUDGMENT OF ANY SUCH FEDERAL OR STATE COURT BY




ANY FEDERAL OR STATE COURT OF ANY OTHER NATION OR JURISDICTION WHICH MAY BE CALLED UPON TO GRANT AN ENFORCEMENT OF SUCH JUDGMENT AND (ii) NOT TO ASSERT ANY COUNTERCLAIM IN ANY SUCH SUIT, ACTION OR PROCEEDING UNLESS SUCH COUNTERCLAIM CONSTITUTES A COMPULSORY COUNTERCLAIM UNDER APPLICABLE RULES OF CIVIL PROCEDURE. THE COMPANY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON IT BY CERTIFIED OR REGISTERED MAIL TO THE ADDRESS FOR NOTICES SET FORTH IN THIS AGREEMENT OR ANY METHOD AUTHORIZED BY THE LAWS OF NEW YORK. THE COMPANY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly executed by its authorized officer on the day and year first above written.

**COURTENAY COMMUNICATIONS CORPORATION**

By:   
Adrian H. Courtenay, III, President

**SIGNATURE BANK**

By:   
Morris Danon, Senior Vice President

**EXHIBIT A TO SECURITY AGREEMENT**

**TRADEMARKS, TRADE SECRETS AND LICENSES SECURITY AGREEMENT  
FOR RECORDATION**

**WHEREAS**, Courtenay Communications Corporation, a New York corporation (the "Company"), having its principal place of business at 100 Avenue of the Americas, New York, New York 10013, is the owner of all right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto;

**WHEREAS**, pursuant to the terms and conditions of the Trademarks, Trade Secrets and Licenses Security Agreement dated April 30, 2002 (the "Trademark Agreement") made by Company in favor of Signature Bank, a New York banking corporation ("Secured Party"), the Company is required to grant a security interest in, and lien on, said trademarks to secure the obligations of the Company under a Credit Agreement, dated as of April 30, 2002 (with the Trademark Agreement, the "Agreements") between the Company and the Secured Party; and

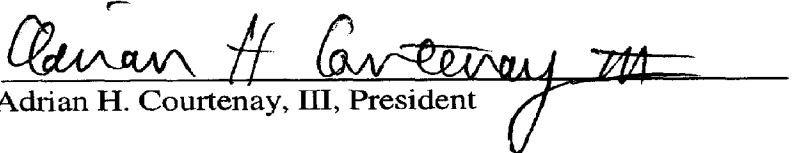
**WHEREAS**, Company is willing to grant to Secured Party the security interest in and lien on the trademarks described above.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark Agreement, the Company hereby grants to Secured Party a security interest in, and a lien upon, the trademarks set forth in Schedule A attached hereto and recordings and applications therefor, which security interest shall secure all the Obligations (as defined in the Credit Agreement) and in accordance with the terms and provisions thereof.

The Company expressly acknowledges and affirms that the rights and remedies of the Secured Party with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

New York, New York  
April 30, 2002

**COURTENAY COMMUNICATIONS CORPORATION**

By:   
Adrian H. Courtenay, III, President

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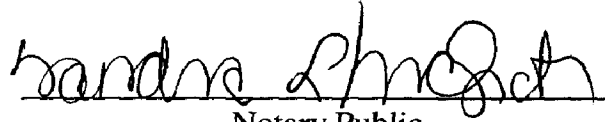
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**TRADEMARK  
REEL: 002500 FRAME: 0839**

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this 30th day of April, 2002, before me personally came Adrian H. Courtenay, III, to me known, who, being by me duly sworn, did depose and say that he resides at 170 Duane Street, New York, New York 10013 that he is the President of Courtenay Communications Corporation, the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



SANDRA L. McGRATH     Notary Public  
NOTARY PUBLIC, State of New York  
No. 01MC4922887  
Qualified in Nassau County  
Commission Expires 3/1/04

**SCHEDULE A**

**COURTENAY COMMUNICATIONS CORPORATION**

<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>	<b><u>Filing Date</u></b>
Teleservices News	2265864	July 27, 1999
DRTV News	2202413	November 3, 1998

**SPECIAL POWER OF ATTORNEY**

STATE OF NEW YORK     )  
                                  )ss.:  
COUNTY OF NEW YORK )

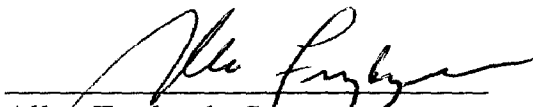
KNOW ALL MEN BY THESE PRESENTS, that Courtenay Communications Corporation, a New York corporation, having an address at 100 Avenue of the Americas, New York, New York ("Company"), pursuant to a Trademarks, Trade Secrets and Licenses Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and constitutes Signature Bank, a New York banking corporation, with an address at 261 Madison Avenue, New York, New York 10016 ("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 Company:

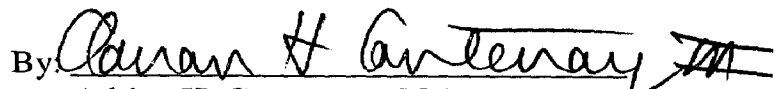
1. Assigning, selling or otherwise disposing of all right, title and interest of Company in and to all of the Company's trademarks, including but not limited to, the trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, 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 writings necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect 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 Company and Lender and may not be revoked until the payment in full of all Obligations as defined in the Security Agreement.

ATTEST:

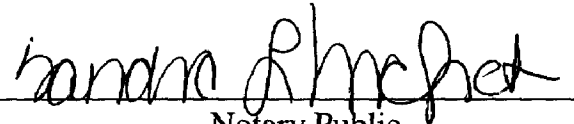
COURTENAY COMMUNICATIONS  
CORPORATION

  
Allen Frydrych, Secretary

By:   
Adrian H. Courtenay, III, President

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 30th day of April, 2002, before me personally came Adrian H. Courtenay, III, to me known, who, being by me duly sworn, did depose and say that he resides at 170 Duane Street, New York, new York 10013, that he is the President of Courtenay Communications Corporation, the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

  
Notary Public  
SANDRA L. McGRATH  
NOTARY PUBLIC, State of New York  
No. 01MC4922887  
Qualified in Nassau County  
Commission Expires 4/1/06