

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bellevue Data Communications LLC		09/15/2003	limited liability company: DELAWARE

RECEIVING PARTY DATA	
Name:	Madison Capital Funding LLC, as Agent
Street Address:	303 West Madison Street, Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2725341	BROADCAST NOW

CORRESPONDENCE DATA	
Fax Number:	(312)863-7865
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	312-201-3865
Email:	Sharon.Patterson@goldbergkohn.com
Correspondent Name:	Sharon Patterson
Address Line 1:	55 E. Monroe St., Ste. 3700
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.036
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NAME OF SUBMITTER:	Sharon Patterson
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OP \$40.00 2725341

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 15, 2003, by BELLEVUE DATA COMMUNICATIONS LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders.

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent, and Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor, shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent for the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a security interest in all of Grantor's right, title and interest in and to the following, whether presently existing or hereafter adopted or acquired, (collectively, the "Trademark Collateral"); provided, that the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement):

(a) all of its Trademarks (as defined in the Collateral Agreement) and the Trademark Licenses (as defined in the Collateral Agreement) to which it is a party including, but not limited to, the United States federally registered Trademarks referred to on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. RELEASES.

(a) At such time as the Secured Obligations have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (unless such Letter of Credit is otherwise collateralized with cash or subject to back to back letters of credit, in each case in a manner acceptable to Agent), the Trademark Collateral shall be released from the Liens created hereunder, and this Trademark Security Agreement and all obligations of Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, Agent shall execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

(b) If any of the Trademark Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Trademark Collateral. At the request and sole expense of Borrower, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the equity interests of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that Borrower shall have delivered to Agent, with reasonable notice prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification, by Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

5. NO CONFLICT. In the event of a conflict between the terms of this Trademark Security Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall control.

6. GOVERNING LAW. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF LAWS OTHER THAN THOSE OF THE STATE OF ILLINOIS.

[signature page follows]





**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
BROADCAST NOW	2,725,341	June 10, 2003

**TRADEMARK APPLICATIONS**

None