

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Pledge and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NewBay Media LLC		06/30/2007	LIMITED LIABILITY COMPANY:
NewBay Media Holdings LLC		06/30/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P.
Street Address:	6011 Connection Dr.
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 103

Property Type	Number	Word Mark
Serial Number:	78727137	2-POP
Serial Number:	78727138	2-POP
Serial Number:	78736703	2 [POP]
Serial Number:	78736704	2 [POP]
Serial Number:	78778217	AVWORSHIP
Serial Number:	78778231	AVWORSHIP
Serial Number:	78778205	AVWORSHIP SYSTEMS
Serial Number:	78457646	BACKSTAGE LOUNGE
Serial Number:	75187054	BASS PLAYER
Serial Number:	78534936	BASS PLAYER
Serial Number:	78534923	BASS PLAYER
Serial Number:	76187741	CINEMA DIGITAL CINEMA

CH \$2590.00 78727137

Serial Number:	74110506	BASS PLAYER
Serial Number:	76187743	BE A PLAYER
Serial Number:	78660290	CAR SOUND & PERFORMANCE
Serial Number:	78725335	CINEMATOGRAPHER
Serial Number:	78725336	CINEMATOGRAPHER
Serial Number:	78727113	DESIGN IN MOTION
Serial Number:	78727114	DESIGN IN MOTION
Serial Number:	78607350	DIGITAL SIGNAGE QUARTERLY
Serial Number:	78722660	DIRECTORS WORLD
Serial Number:	78722662	DIRECTORS WORLD
Serial Number:	78722547	EDITORS NET
Serial Number:	78722548	EDITORS NET
Serial Number:	78431745	EQ
Serial Number:	78430961	EQ
Serial Number:	76976041	FRETS
Serial Number:	76342603	FRETS
Serial Number:	78671657	GH GUITAR HERO
Serial Number:	78671659	GH GUITAR HERO
Serial Number:	78671660	GH GUITAR HERO
Serial Number:	78671661	GH GUITAR HERO
Serial Number:	78643636	GOVERNMENT VIDEO
Serial Number:	78643637	GOVERNMENT VIDEO
Serial Number:	78651097	GOVERNMENT VIDEO & TECHNOLOGY EXPO
Serial Number:	78651098	GOVERNMENT VIDEO & TECHNOLOGY EXPO
Serial Number:	75026040	GUITAR PLAYER
Serial Number:	78537763	GUITAR PLAYER
Serial Number:	78535119	GUITAR PLAYER
Serial Number:	78546625	GUITARPLAYER
Serial Number:	78536667	GUITAR PLAYER
Serial Number:	78671640	GUITAR PLAYER'S GUITAR HERO
Serial Number:	78671641	GUITAR PLAYER'S GUITAR HERO
Serial Number:	73460483	KEYBOARD
Serial Number:	78553370	KEYBOARD
Serial Number:	78534854	KEYBOARD
Serial Number:	78647018	MEDIALINE

Serial Number:	78647019	MEDIALINE
Serial Number:	78535116	MUSIC PLAYER
Serial Number:	78650065	MUSIC PLAYER LIVE!
Serial Number:	78647022	MUSIC PLAYER LIVE!
Serial Number:	78714900	MUSIC PLAYER LIVE!
Serial Number:	78714901	MUSIC PLAYER LIVE!
Serial Number:	78714842	MUSIC PLAYER NETWORK
Serial Number:	78714839	MUSIC PLAYER NETWORK
Serial Number:	78729160	MUSIC TECHNOLOGY BUYER'S GUIDE
Serial Number:	78722593	POST INDUSTRY
Serial Number:	78722594	POST INDUSTRY
Serial Number:	73572553	PRO SOUND NEWS
Serial Number:	78609815	PRO SOUND NEWS
Serial Number:	78643638	RENTAL & STAGING SYSTEMS
Serial Number:	78643640	RENTAL & STAGING SYSTEMS
Serial Number:	76187742	RESIDENTIAL SYSTEMS
Serial Number:	78644769	RESIDENTIAL SYSTEMS
Serial Number:	78644771	RESIDENTIAL SYSTEMS
Serial Number:	78679022	SCN SYSTEMS CONTRACTOR NEWS
Serial Number:	78674590	SCN SYSTEMS CONTRACTOR NEWS
Serial Number:	78671433	SPORTS TV PRODUCTION
Serial Number:	78671432	SPORTS TV PRODUCTION
Serial Number:	78643656	SURROUND
Serial Number:	78660292	SURROUND PROFESSIONAL
Serial Number:	78660293	SURROUND PROFESSIONAL
Serial Number:	78579741	SYSTEMS CONTRACTOR NEWS
Serial Number:	78579742	SYSTEMS CONTRACTOR NEWS
Serial Number:	78669570	TVB TELEVISION BROADCAST
Serial Number:	78669568	TVB TELEVISION BROADCAST
Serial Number:	78669569	TVB TELEVISION BROADCAST
Serial Number:	78669567	TVB TELEVISION BROADCAST
Serial Number:	78643652	VIDEOGRAPHY
Serial Number:	73071906	VIDEOGRAPHY
Serial Number:	78643653	VIDEOGRAPHY
Serial Number:	78766714	VIRTUAL STUDIO BUYER'S GUIDE

Serial Number:	78697897	WHAT'S NEW AT NAB
Serial Number:	78697904	WHAT'S NEW AT NAB
Serial Number:	74802593	DV
Serial Number:	74536295	DV
Serial Number:	76419765	DV
Serial Number:	76332818	DV DIGITAL VIDEO
Serial Number:	78259309	DV DIGITAL VIDEO CERTIFIED
Serial Number:	75052766	DV DIGITAL VIDEO EXPO
Serial Number:	74546258	DV DIGITAL VIDEO MAGAZINE
Serial Number:	76332817	DV EXPO
Serial Number:	76342260	DV EXPO EAST
Serial Number:	76342261	DV EXPO WEST
Serial Number:	75942782	DV WEB VIDEO
Serial Number:	74418175	DIGITAL VIDEO
Serial Number:	74437317	DIGITAL VIDEO MAGAZINE
Serial Number:	74091803	TECHNOLOGY & LEARNING
Serial Number:	73579523	BROADCAST EQUIPMENT EXCHANGE
Serial Number:	73579524	RADIO WORLD
Serial Number:	77167605	TV TECHNOLOGY
Serial Number:	74726472	PRO AUDIO REVIEW
Serial Number:	74726471	PRO AUDIO REVIEW

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 999570
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	07/19/2007

Total Attachments: 101

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EXECUTION

PLEDGE AND SECURITY AGREEMENT

dated as of June 30, 2007

between

EACH OF THE GRANTORS PARTY HERETO

and

GOLDMAN SACHS SPECIALTY LENDING GROUP L.P.,

as Collateral Agent

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0181

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EXHIBIT C — SECURITIES ACCOUNT CONTROL AGREEMENT

EXHIBIT D — DEPOSIT ACCOUNT CONTROL AGREEMENT

This **PLEDGE AND SECURITY AGREEMENT**, dated as of June 30, 2007 (this “**Agreement**”), between **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a “**Grantor**”), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the “**Collateral Agent**”).

RECITALS:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **NEWBAY MEDIA LLC** (“**Company**”), **NEWBAY MEDIA HOLDINGS LLC**, **CERTAIN SUBSIDIARIES OF NEWBAY MEDIA LLC PARTY THERETO**, the Lenders party thereto from time to time (the “**Lenders**”), **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent, Collateral Agent and Lead Arranger;

WHEREAS, subject to the terms and conditions of the Credit Agreement, certain Grantors may enter into one or more Hedge Agreements (as herein defined) with one or more Lender Counterparties;

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Hedge Agreements, respectively, each Grantor has agreed to secure such Grantor’s obligations under the Credit Documents and the Hedge Agreements as set forth herein; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

SECTION 1. DEFINITIONS; GRANT OF SECURITY.

1.1. General Definitions. In this Agreement, the following terms shall have the following meanings:

“**Account Debtor**” shall mean each Person who is obligated on a Receivable or any Supporting Obligation related thereto.

“**Accounts**” shall mean all “accounts” as defined in Article 9 of the UCC.

“**Additional Grantors**” shall have the meaning assigned in Section 5.3.

“**Agreement**” shall have the meaning set forth in the preamble.

“**Assigned Agreements**” shall mean all agreements and contracts to which such Grantor is a party as of the date hereof, or to which such Grantor becomes a party after the date

hereof, including, without limitation, each Material Contract, as each such agreement may be amended, supplemented or otherwise modified from time to time.

“Cash Proceeds” shall have the meaning assigned in Section 7.7.

“Chattel Paper” shall mean all “chattel paper” as defined in Article 9 of the UCC, including, without limitation, “electronic chattel paper” or “tangible chattel paper”, as each term is defined in Article 9 of the UCC.

“Collateral” shall have the meaning assigned in Section 2.1.

“Collateral Account” shall mean any account established by the Collateral Agent.

“Collateral Agent” shall have the meaning set forth in the preamble.

“Collateral Records” shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, tapes, disks and similar items that at any time evidence or contain information relating to any of the Collateral.

“Collateral Support” shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

“Commercial Tort Claims” shall mean all “commercial tort claims” as defined in Article 9 of the UCC, including, without limitation, all commercial tort claims listed on Schedule 4.8 (as such schedule may be amended or supplemented from time to time).

“Commodities Accounts” (i) shall mean all “commodity accounts” as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading “Commodities Accounts” (as such schedule may be amended or supplemented from time to time).

“Company” shall have the meaning set forth in the recitals.

“Controlled Foreign Corporation” shall mean “controlled foreign corporation” as defined in the Tax Code.

“Copyright Licenses” shall mean any and all agreements providing for the granting of any right in or to Copyrights (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(B) (as such schedule may be amended or supplemented from time to time).

“Copyrights” shall mean all United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases, and all

Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 4.7(A) (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights to sue for past, present and future infringements thereof, and (iv) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

“Credit Agreement” shall have the meaning set forth in the recitals.

“Deposit Accounts” (i) shall mean all “deposit accounts” as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4 under the heading “Deposit Accounts” (as such schedule may be amended or supplemented from time to time).

“Documents” shall mean all “documents” as defined in Article 9 of the UCC.

“Equipment” shall mean: (i) all “equipment” as defined in Article 9 of the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, fixtures and tools (in each case, regardless of whether characterized as equipment under the UCC) and (iii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures.

“General Intangibles” (i) shall mean all “general intangibles” as defined in Article 9 of the UCC, including “payment intangibles” also as defined in Article 9 of the UCC and (ii) shall include, without limitation, all interest rate or currency protection or hedging arrangements, all tax refunds, all licenses, permits, concessions and authorizations, all Assigned Agreements and all Intellectual Property (in each case, regardless of whether characterized as general intangibles under the UCC).

“Goods” (i) shall mean all “goods” as defined in Article 9 of the UCC and (ii) shall include, without limitation, all Inventory and Equipment (in each case, regardless of whether characterized as goods under the UCC).

“Grantors” shall have the meaning set forth in the preamble.

“Hedge Agreement” shall mean any Interest Rate Agreement or Currency Agreement entered into with a Lender Counterparty.

“Instruments” shall mean all “instruments” as defined in Article 9 of the UCC.

“Insurance” shall mean (i) all insurance policies covering any or all of the Collateral (regardless of whether the Collateral Agent is the loss payee thereof) and (ii) any key man life insurance policies.

“Intellectual Property” shall mean, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, the Trade Secret Licenses and Internet domain names.

“Inventory” shall mean (i) all “inventory” as defined in Article 9 of the UCC and (ii) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished, all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in any Grantor’s business; all goods in which any Grantor has an interest in mass or a joint or other interest or right of any kind; and all goods which are returned to or repossessed by any Grantor (in each case, regardless of whether characterized as inventory under the UCC).

“Investment Accounts” shall mean the Collateral Account, Securities Accounts, Commodities Accounts and Deposit Accounts.

“Investment Related Property” shall mean: (i) all “investment property” (as such term is defined in Article 9 of the UCC) and (ii) all of the following (regardless of whether classified as investment property under the UCC): all Pledged Equity Interests, Pledged Debt, the Investment Accounts and certificates of deposit.

“Lender” shall have the meaning set forth in the recitals.

“Letter of Credit Right” shall mean “letter-of-credit right” as defined in Article 9 of the UCC.

“Money” shall mean “money” as defined in the UCC.

“Non-Assignable Contract” shall mean any agreement, contract or license to which any Grantor is a party that by its terms purports to restrict or prevent the assignment or granting of a security interest therein (either by its terms or by any federal or state statutory prohibition or otherwise irrespective of whether such prohibition or restriction is enforceable under Section 9-406 through 409 of the UCC).

“Patent Licenses” shall mean all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(D) (as such schedule may be amended or supplemented from time to time).

“Patents” shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 4.7(C) hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“Pledge Supplement” shall mean any supplement to this agreement in substantially the form of Exhibit A.

“Pledged Debt” shall mean all Indebtedness owed to such Grantor, including, without limitation, all Indebtedness described on Schedule 4.4(A) under the heading “Pledged Debt” (as such schedule may be amended or supplemented from time to time), issued by the obligors named therein, the instruments evidencing such Indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Indebtedness.

“Pledged Equity Interests” shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.

“Pledged LLC Interests” shall mean all interests in any limited liability company including, without limitation, all limited liability company interests listed on Schedule 4.4(A) under the heading “Pledged LLC Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

“Pledged Partnership Interests” shall mean all interests in any general partnership, limited partnership, limited liability partnership or other partnership including, without limitation, all partnership interests listed on Schedule 4.4(A) under the heading “Pledged Partnership Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

“Pledged Stock” shall mean all shares of capital stock owned by such Grantor, including, without limitation, all shares of capital stock described on Schedule 4.4(A) under the heading “Pledged Stock” (as such schedule may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

“Pledged Trust Interests” shall mean all interests in a Delaware business trust or other trust including, without limitation, all trust interests listed on Schedule 4.4(A) under the heading “Pledged Trust Interests” (as such schedule may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

“Proceeds” shall mean: (i) all “proceeds” as defined in Article 9 of the UCC, (ii) payments or distributions made with respect to any Investment Related Property and (iii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

“Receivables” shall mean all rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Related Property, together with all of Grantor’s rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all Receivables Records.

“Receivables Records” shall mean (i) all original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of Grantor or any computer bureau or agent from time to time acting for Grantor or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including, without limitation, lien search reports, from filing or other registration officers, (iv) all credit

information, reports and memoranda relating thereto and (v) all other written or nonwritten forms of information related in any way to the foregoing or any Receivable.

“Record” shall have the meaning specified in Article 9 of the UCC.

“Secured Obligations” shall have the meaning assigned in Section 3.1.

“Secured Parties” shall mean the Agents, Lenders and the Lender Counterparties and shall include, without limitation, all former Agents, Lenders and Lender Counterparties to the extent that any Secured Obligations owing to such Persons were incurred while such Persons were Agents, Lenders or Lender Counterparties and such Secured Obligations have not been paid or satisfied in full.

“Securities Accounts” (i) shall mean all “securities accounts” as defined in Article 8 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule 4.4(A) under the heading “Securities Accounts” (as such schedule may be amended or supplemented from time to time).

“Supporting Obligation” shall mean all “supporting obligations” as defined in Article 9 of the UCC.

“Tax Code” shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

“Trademark Licenses” shall mean any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(F) (as such schedule may be amended or supplemented from time to time).

“Trademarks” shall mean all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications (other than and excluding any application based on an intent-to-use filing for a Trademark) for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 4.7(E) (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit; provided that “intent-to-use” trademark applications shall only be included in the definition of “Trademarks” to the extent permitted by applicable law.

“Trade Secret Licenses” shall mean any and all agreements providing for the granting of any right in or to Trade Secrets (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 4.7(G) (as such schedule may be amended or supplemented from time to time).

“Trade Secrets” shall mean all trade secrets and all other proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

“United States” shall mean the United States of America.

1.2 **Definitions; Interpretation.** All capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or, if not defined therein, in the UCC. References to “Sections,” “Exhibits” and “Schedules” shall be to Sections, Exhibits and Schedules, as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. If any conflict or inconsistency exists between this Agreement and the Credit Agreement, the Credit Agreement shall govern. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC.

SECTION 2. GRANT OF SECURITY.

2.1 **Grant of Security.** Each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case

whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the “Collateral”):

- (a) Accounts;
- (b) Chattel Paper;
- (c) Documents;
- (d) General Intangibles;
- (e) Goods;
- (f) Instruments;
- (g) Insurance;
- (h) Intellectual Property;
- (i) Investment Related Property;
- (j) Letter of Credit Rights;
- (k) Money;
- (l) Receivables and Receivable Records;
- (m) Commercial Tort Claims;

(n) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and

(o) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under Section 2.1 hereof attach to (a) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity),

provided however that the Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; (b) in any of the outstanding capital stock of a Controlled Foreign Corporation in excess of 65% of the voting power of all classes of capital stock of such Controlled Foreign Corporation entitled to vote; provided that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of capital stock of each Controlled Foreign Corporation; or (c) any "intent to use" Trademark applications.

SECTION 3. SECURITY FOR OBLIGATIONS; GRANTORS REMAIN LIABLE.

3.1. Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all outstanding monetary Obligations with respect to every Grantor (the "Secured Obligations").

3.2. Continuing Liability Under Collateral. Notwithstanding anything herein to the contrary, (i) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any Secured Party, (ii) each Grantor shall remain liable under each of the agreements included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Collateral Agent nor any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

SECTION 4. REPRESENTATIONS AND WARRANTIES AND COVENANTS.

4.1. Generally.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) it has indicated on Schedule 4.1(A) (as such schedule may be amended or supplemented from time to time): (w) the type of organization of such Grantor, (x) the jurisdiction of organization of such Grantor, (y) its organizational identification number and (z) the jurisdiction where the chief executive office or its sole place of business is (or the principal residence if such Grantor is a natural person), and for the one-year period preceding the date hereof has been, located.

(ii) the full legal name of such Grantor is as set forth on Schedule 4.1(A) and it has not done in the last five (5) years, and does not do, business under any other name (including any trade-name or fictitious business name) except for those names set forth on Schedule 4.1(B) (as such schedule may be amended or supplemented from time to time);

(iii) except as provided on Schedule 4.1(C), it has not changed its name, jurisdiction of organization, chief executive office or sole place of business (or principal residence if such Grantor is a natural person) or its corporate structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise) within the past five (5) years;

(iv) it has not within the last five (5) years become bound (whether as a result of merger or otherwise) as debtor under a security agreement entered into by another Person, which has not heretofore been terminated other than the agreements identified on Schedule 4.1(D) hereof (as such schedule may be amended or supplemented from time to time);

(v) (u) upon the filing of all UCC financing statements naming each Grantor as “debtor” and the Collateral Agent as “secured party” and describing the Collateral in the filing offices set forth opposite such Grantor’s name on Schedule 4.1(E) hereof (as such schedule may be amended or supplemented from time to time) and other filings delivered by each Grantor, (v) upon delivery of all Instruments, Chattel Paper and certificated Pledged Equity Interests and Pledged Debt, (w) upon sufficient identification of Commercial Tort Claims, (x) upon execution of a control agreement establishing the Collateral Agent’s “control” (within the meaning of Section 8-106, 9-106 or 9-104 of the UCC, as applicable) with respect to any Investment Account, (y) upon consent of the issuer with respect to Letter of Credit Rights, and (z) to the extent not subject to Article 9 of the UCC, upon recordation of the security interests granted hereunder in Copyrights in the United States Copyright Office, the security interests granted to the Collateral Agent hereunder constitute valid and perfected first priority Liens (subject only to Permitted Liens and to the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables) on all of the Collateral;

(vi) other than the financing statements filed in favor of the Collateral Agent, no effective UCC financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for financing statements for which proper termination statements have been delivered to the Collateral Agent for filing;

(vii) no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for either (i) the pledge or grant by any Grantor of the Liens purported to be created in favor of the Collateral Agent hereunder or (ii) the exercise by Collateral Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created hereunder or created or provided for by applicable law), except (A) for the filings contemplated by clause (vii) above and (B) as may be required, in connection with the disposition of any Investment Related Property, by laws generally affecting the offering and sale of Securities;

(viii) none of the Collateral constitutes, or is the Proceeds of, "farm products" (as defined in the UCC);

(ix) it does not own any "as extracted collateral" (as defined in the UCC) or any timber to be cut;

(x) Except as described on Schedule 4.1(D), such Grantor has not become bound as a debtor, either by contract or by operation of law, by a security agreement previously entered into by another Person;

(xi) such Grantor has been duly organized as an entity of the type as set forth opposite such Grantor's name on Schedule 4.1(A) solely under the laws of the jurisdiction as set forth opposite such Grantor's name on Schedule 4.1(A) and remains duly existing as such; and

(xii) such Grantor has not filed any certificates of domestication, transfer or continuance in any other jurisdiction.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) except for the security interest created by this Agreement, it shall not create or suffer to exist any Lien upon or with respect to any of the Collateral, except Permitted Liens or as otherwise not prohibited by the Credit Agreement, and such Grantor shall defend the Collateral against all Persons at any time claiming any interest therein;

(ii) it shall not change such Grantor's name, identity, corporate structure (e.g., by merger, consolidation, change in corporate form or otherwise) sole place of business (or principal residence if such Grantor is a natural person), type of organization or jurisdiction of organization unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, at least thirty (30) days prior to any such change or establishment, identifying such new proposed name, identity, corporate structure, sole place of business (or principal residence if such Grantor is a natural person), jurisdiction of organization and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions reasonably necessary to maintain the continuous validity, perfection and priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby; provided that the Company shall have the right to abandon or discontinue use of any Intellectual Property in its discretion if the same would not have a Material Adverse Effect; and

(iii) it shall not sell, transfer or assign (by operation of law or otherwise) any Collateral except as otherwise in accordance with the Credit Agreement.

4.2. Equipment and Inventory.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Date, that:

(i) since September 13, 2006, all of the Equipment and all of the Inventory in excess of \$100,000 included in the Collateral is kept only at the locations specified in Schedule 4.2 (as such schedule may be amended or supplemented from time to time);

(ii) any Goods now or hereafter produced by any Grantor included in the Collateral have been and will be produced in compliance in all material respects with the requirements of the Fair Labor Standards Act, as amended; and

(iii) no Inventory in excess of \$200,000 or Equipment is in the possession of an issuer of a negotiable document (as defined in Section 7-104 of the UCC) therefor or otherwise in the possession of a bailee or a warehouseman.

(b) Covenants and Agreements. Each Grantor covenants and agrees that:

(i) it shall keep the Equipment, Inventory (other than periodicals, newsletters and similar products that are to be distributed) and any Documents evidencing any Equipment and Inventory in the locations specified on Schedule 4.2 (as such schedule may be amended or supplemented from time to time) unless it shall have (a) notified the Collateral Agent in writing, by executing and delivering to the Collateral

Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, at least thirty (30) days prior to any change in locations, identifying such new locations and providing such other information in connection therewith as the Collateral Agent may reasonably request and (b) taken all actions reasonably necessary to maintain the continuous validity, perfection and priority of the Collateral Agent's security interest in the Collateral intended to be granted and agreed to hereby, or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder, with respect to such Equipment and Inventory;

(ii) it shall keep correct and accurate records of the Inventory, as is customarily maintained under similar circumstances by Persons of established reputation engaged in similar business, and in any event in conformity with GAAP;

(iii) it shall not deliver any Document evidencing any Equipment and Inventory to any Person other than the issuer of such Document to claim the Goods evidenced therefor or the Collateral Agent;

(iv) if any Equipment or Inventory (other than periodicals, newsletters and similar products that are distributed) is in possession or control of any third party, each Grantor shall join with the Collateral Agent in notifying the third party of the Collateral Agent's security interest and obtaining an acknowledgment from the third party that it is holding such Equipment and Inventory for the benefit of the Collateral Agent; and

(v) with respect to any item of Equipment which is covered by a certificate of title under a statute of any jurisdiction under the law of which indication of a security interest on such certificate is required as a condition of perfection thereof, upon the reasonable request of the Collateral Agent, (A) provide information with respect to any such Equipment in excess of \$100,000 individually or \$250,000 in the aggregate, (B) execute and file with the registrar of motor vehicles or other appropriate authority in such jurisdiction an application or other document requesting the notation or other indication of the security interest created hereunder on such certificate of title, and (C) deliver to the Collateral Agent copies of all such applications or other documents filed during such calendar quarter and copies of all such certificates of title issued during such calendar quarter indicating the security interest created hereunder in the items of Equipment covered thereby.

4.3. Receivables.

(a) Representations and Warranties. Each Grantor represents and warrants, on the Closing Date and on each Credit Date, that:

(i) none of the Account Debtors in respect of any Receivable in excess of \$100,000 individually or \$250,000 in the aggregate is the government of the

United States, any agency or instrumentality thereof, any state or municipality or any foreign sovereign. No Receivable in excess of \$100,000 individually or \$250,000 in the aggregate requires the consent of the Account Debtor in respect thereof in connection with the pledge hereunder, except any consent which has been obtained; and

(ii) no Receivable in excess of \$250,000 individually is evidenced by, or constitutes, an Instrument or Chattel Paper which has not been delivered to, or otherwise subjected to the control of, the Collateral Agent to the extent required by, and in accordance with Section 4.3(c).

(b) Covenants and Agreements: Each Grantor hereby covenants and agrees that:

(i) it shall keep and maintain at its own cost and expense satisfactory and complete records of the Receivables, including, but not limited to, the originals of all documentation with respect to all Receivables and records of all payments received and all credits granted on the Receivables, all merchandise returned and all other dealings therewith;

(ii) it shall mark conspicuously, in form and manner reasonably satisfactory to the Collateral Agent, all Chattel Paper, Instruments and other evidence of Receivables, in each case that are in excess of \$250,000 individually (other than any delivered to the Collateral Agent as provided herein), as well as the Receivables Records related thereto with an appropriate reference to the fact that the Collateral Agent has a security interest therein;

(iii) after and during the continuance of an Event of Default, the Collateral Agent shall have the right at any time to notify, or require any Grantor to notify, any Account Debtor of the Collateral Agent's security interest in the Receivables and any Supporting Obligation and, in addition, at any time following the occurrence and during the continuation of an Event of Default, the Collateral Agent may: (1) direct the Account Debtors under any Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent; (2) notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Receivables have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Collateral Agent; and (3) enforce, at the expense of such Grantor, collection of any such Receivables and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. If the Collateral Agent notifies any Grantor that it has elected to collect the Receivables in accordance with the preceding sentence, any payments of Receivables received by such Grantor shall be forthwith (and in any event within two (2) Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Collateral Agent if

required, in the Collateral Account maintained under the sole dominion and control of the Collateral Agent, and until so turned over, all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of the Receivables, any Supporting Obligation or Collateral Support shall be received in trust for the benefit of the Collateral Agent hereunder and shall be segregated from other funds of such Grantor and such Grantor shall not adjust, settle or compromise the amount or payment of any Receivable, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon; and

(iv) it shall use its best efforts to keep in full force and effect any Supporting Obligation or Collateral Support relating to any Receivable.

(c) Delivery and Control of Receivables. With respect to any Receivables in excess of \$250,000 individually that is evidenced by, or constitutes, Chattel Paper or Instruments, each Grantor shall cause each originally executed copy thereof to be delivered to the Collateral Agent (or its agent or designee) appropriately indorsed to the Collateral Agent or indorsed in blank: (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. With respect to any Receivables in excess of \$250,000 individually which would constitute "electronic chattel paper" under Article 9 of the UCC, each Grantor shall take all steps necessary to give the Collateral Agent control over such Receivables (within the meaning of Section 9-105 of the UCC): (i) with respect to any such Receivables in existence on the date hereof, on or prior to the date hereof and (ii) with respect to any such Receivables hereafter arising, within ten (10) days of such Grantor acquiring rights therein. Any Receivable not otherwise required to be delivered or subjected to the control of the Collateral Agent in accordance with this subsection (c) shall be delivered or subjected to such control upon request of the Collateral Agent.

4.4. Investment Related Property.

4.4.1 Investment Related Property Generally

(a) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) in the event it acquires rights in any Investment Related Property after the date hereof, it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, reflecting such new Investment Related Property and all other Investment Related Property. Notwithstanding the foregoing, it is understood and agreed that the security interest of the Collateral Agent shall attach to all Investment Related Property immediately upon any Grantor's acquisition of rights therein and shall not be affected by the failure of any Grantor to deliver a supplement to Schedule 4.4 as required hereby;

(ii) except as provided in the next sentence, in the event such Grantor receives any dividends, interest or distributions on any Investment Related Property, or any securities or other property upon the merger, consolidation, liquidation or dissolution of any issuer of any Investment Related Property, then (a) such dividends, interest or distributions and securities or other property shall be included in the definition of Collateral without further action and (b) such Grantor shall immediately take all steps, if any, necessary or advisable to ensure the validity, perfection, priority and, if applicable, control of the Collateral Agent over such Investment Related Property (including, without limitation, delivery thereof to the Collateral Agent) and pending any such action such Grantor shall be deemed to hold such dividends, interest, distributions, securities or other property in trust for the benefit of the Collateral Agent and shall segregate such dividends, distributions, Securities or other property from all other property of such Grantor. Notwithstanding the foregoing, so long as no Event of Default shall have occurred and be continuing, the Collateral Agent authorizes each Grantor to retain all ordinary cash dividends and distributions paid in the normal course of the business of the issuer and consistent with the past practice of the issuer and all scheduled payments of interest; and

(iii) each Grantor consents to the grant by each other Grantor of a Security Interest in all Investment Related Property to the Collateral Agent.

(b) Delivery and Control.

(i) Each Grantor agrees that with respect to any Investment Related Property in which it currently has rights it shall comply with the provisions of this Section 4.4.1(b) on or before the Credit Date and with respect to any Investment Related Property hereafter acquired by such Grantor it shall comply with the provisions of this Section 4.4.1(b) immediately upon acquiring rights therein, in each case in form and substance satisfactory to the Collateral Agent. With respect to any Investment Related Property that is represented by a certificate or that is an "instrument" (other than any Investment Related Property credited to a Securities Account) it shall cause such certificate or instrument to be delivered to the Collateral Agent, indorsed in blank by an "effective indorsement" (as defined in Section 8-107 of the UCC), regardless of whether such certificate constitutes a "certificated security" for purposes of the UCC. With respect to any Investment Related Property that is an "uncertificated security" for purposes of the UCC (other than any "uncertificated securities" credited to a Securities Account), it shall cause the issuer of such uncertificated security to either (i) register the Collateral Agent as the registered owner thereof on the books and records of the issuer or (ii) execute an agreement substantially in the form of Exhibit B hereto, pursuant to which such issuer agrees to comply with the Collateral Agent's instructions with respect to such uncertificated security without further consent by such Grantor.

(c) Voting and Distributions.

(i) So long as no Event of Default shall have occurred and be continuing:

- (1) except as otherwise provided under the covenants and agreements relating to investment related property in this Agreement or elsewhere herein or in the Credit Agreement, each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Investment Related Property or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement; and
- (2) the Collateral Agent shall promptly execute and deliver (or cause to be executed and delivered) to each Grantor all proxies, and other instruments as such Grantor may from time to time reasonably request for the purpose of enabling such Grantor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (1) above;
- (3) Upon the occurrence and during the continuation of an Event of Default:
 - (A) all rights of each Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease and all such rights shall thereupon become vested in the Collateral Agent who shall thereupon have the sole right to exercise such voting and other consensual rights; and
 - (B) in order to permit the Collateral Agent to exercise the voting and other consensual rights which it may be entitled to exercise pursuant hereto and to receive all dividends and other distributions which it may be entitled to receive hereunder: (1) each Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Collateral Agent all proxies, dividend payment orders and other instruments as the Collateral Agent may from time to time reasonably request and (2) each Grantor acknowledges that the Collateral Agent may utilize the power of attorney set forth in Section 6.1.

(d) Notwithstanding any of the foregoing to the contrary, with respect to any Controlled Foreign Corporation, the covenants set forth in this Section 4.4.1 shall for the avoidance of doubt only apply to up to 65% of the voting power of all classes of capital stock of such Controlled Foreign Corporation; provided that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of capital stock in a Controlled Foreign Corporation without adverse tax consequences, the covenants set forth in this Section 4.4.1 shall include, and the security

interest granted by each Grantor shall attach to, such greater percentage of capital stock of each Controlled Foreign Corporation.

4.4.2 Pledged Equity Interests

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) Schedule 4.4(A) (as such schedule may be amended or supplemented from time to time) sets forth under the headings “Pledged Stock,” “Pledged LLC Interests,” “Pledged Partnership Interests” and “Pledged Trust Interests,” respectively, all of the Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule;

(ii) except as set forth on Schedule 4.4(B), it has not acquired any equity interests of another entity or substantially all the assets of another entity within the past five (5) years;

(iii) it is the record and beneficial owner of the Pledged Equity Interests free of all Liens, rights or claims of other Persons other than Permitted Liens and there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests;

(iv) without limiting the generality of Section 4.1(a)(v), no consent of any Person including any other general or limited partner, any other member of a limited liability company, any other shareholder or any other trust beneficiary is necessary or desirable in connection with the creation, perfection or first priority status of the security interest of the Collateral Agent in any Pledged Equity Interests or the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the exercise of remedies in respect thereof;

(v) none of the Pledged LLC Interests nor Pledged Partnership Interests are or represent interests in issuers that: (a) are registered as investment companies or (b) are dealt in or traded on securities exchanges or markets; and

(vi) except as otherwise set forth on Schedule 4.4(C), all of the Pledged LLC Interests and Pledged Partnership Interests are or represent interests in issuers that have opted to be treated as securities under the uniform commercial code of any jurisdiction.

that: (b) Covenants and Agreements. Each Grantor hereby covenants and agrees

(i) without the prior written consent of the Collateral Agent, it shall not vote to enable or take any other action to: (a) amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents in any way that materially changes the rights of such Grantor with respect to any Investment Related Property or adversely affects the validity, perfection or priority of the Collateral Agent's security interest, (b) other than as permitted under the Credit Agreement, permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of their assets, or (c) cause any issuer of any Pledged Partnership Interests or Pledged LLC Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the UCC; provided, however, notwithstanding the foregoing, if any issuer of any Pledged Partnership Interests or Pledged LLC Interests takes any such action in violation of the foregoing in this clause (e), such Grantor shall promptly notify the Collateral Agent in writing of any such election or action and, in such event, shall take all steps necessary or advisable to establish the Collateral Agent's "control" thereof;

(ii) it shall not permit any issuer of any Pledged Equity Interest to merge or consolidate unless the same is otherwise permitted by Section 6.9 of the Credit Agreement and (i) such issuer creates a security interest that is perfected by a filed financing statement (that is not effective solely under section 9-508 of the UCC) in collateral in which such new debtor has or acquires rights, and (ii) all the outstanding capital stock or other equity interests of the surviving or resulting corporation, limited liability company, partnership or other entity is, upon such merger or consolidation, pledged hereunder; provided that if the surviving or resulting Grantors upon any such merger or consolidation involving an issuer which is a Controlled Foreign Corporation, then such Grantor shall only be required to pledge equity interests in accordance with Section 2.2; and

(iii) each Grantor consents to the grant by each other Grantor of a security interest in all Investment Related Property to the Collateral Agent and, without limiting the foregoing, consents to the transfer of any Pledged Partnership Interest and any Pledged LLC Interest to the Collateral Agent or its nominee following an Event of Default and to the substitution of the Collateral Agent or its nominee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto.

4.4.3 Pledged Debt

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and each Credit Date, that:

(i) Schedule 4.4 (as such schedule may be amended or supplemented from time to time) sets forth under the heading “Pledged Debt” all of the Pledged Debt owned by any Grantor and all of such Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof and sets forth all of the issued and outstanding inter-company Indebtedness;

4.4.4 Investment Accounts

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and each Credit Date, that:

(i) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings “Securities Accounts” and “Commodities Accounts,” respectively, all of the Securities Accounts and Commodities Accounts in which each Grantor has an interest. Each Grantor is the sole entitlement holder of each such Securities Account and Commodity Account, and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto) having “control” (within the meanings of Sections 8-106 and 9-106 of the UCC) over, or any other interest in, any such Securities Account or Commodity Account or securities or other property credited thereto;

(ii) Schedule 4.4 hereto (as such schedule may be amended or supplemented from time to time) sets forth under the headings “Deposit Accounts” all of the Deposit Accounts in which each Grantor has an interest. Each Grantor is the sole account holder of each such Deposit Account and such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Collateral Agent pursuant hereto) having either sole dominion and control (within the meaning of common law) or “control” (within the meanings of Section 9-104 of the UCC) over, or any other interest in, any such Deposit Account or any money or other property deposited therein; and

(iii) Each Grantor has taken all actions necessary or desirable, including those specified in Section 4.4.4(c), to: (a) establish Collateral Agent’s “control” (within the meanings of Sections 8-106 and 9-106 of the UCC) over any portion of the Investment Related Property constituting Certificated Securities, Uncertificated Securities, Securities Accounts, Securities Entitlements or Commodities Accounts (each as defined in the UCC); (b) establish the Collateral Agent’s “control” (within the meaning of Section 9-104 of the UCC) over all Deposit Accounts; and (c) deliver all Instruments to the Collateral Agent.

(b) Covenant and Agreement. Each Grantor hereby covenants and agrees with the Collateral Agent and each other Secured Party that it shall not close or terminate any Investment Account without the prior consent of the Collateral Agent and unless a successor or replacement account has been established with the consent of the Collateral Agent with respect

to which successor or replacement account a control agreement has been entered into by the appropriate Grantor, Collateral Agent and securities intermediary or depository institution at which such successor or replacement account is to be maintained in accordance with the provisions of Section 4.4.4(c).

(c) Delivery and Control.

(i) With respect to any Investment Related Property consisting of Securities Accounts or Securities Entitlements, it shall cause the securities intermediary maintaining such Securities Account or Securities Entitlement to enter into an agreement substantially in the form of Exhibit C hereto pursuant to which it shall agree to comply with the Collateral Agent's "entitlement orders" without further consent by such Grantor.

(ii) With respect to any Investment Related Property that is a "Deposit Account," it shall cause the depository institution maintaining such account to enter into an agreement substantially in the form of Exhibit D hereto, pursuant to which the Collateral Agent shall have both sole dominion and control over such Deposit Account (within the meaning of the common law) and "control" (within the meaning of Section 9-104 of the UCC) over such Deposit Account. Each Grantor shall have entered into such control agreement or agreements with respect to: (i) any Securities Accounts, Securities Entitlements or Deposit Accounts that exist on the Credit Date, as of or prior to the Credit Date and (ii) any Securities Accounts, Securities Entitlements or Deposit Accounts that are created or acquired after the Credit Date, as of or prior to the deposit or transfer of any such Securities Entitlements or funds, whether constituting moneys or investments, into such Securities Accounts or Deposit Accounts.

(iii) In addition to the foregoing, if any issuer of any Investment Related Property is located in a jurisdiction outside of the United States, each Grantor shall take such additional actions, including, without limitation, causing the issuer to register the pledge on its books and records or making such filings or recordings, in each case as may be necessary or advisable, under the laws of such issuer's jurisdiction to insure the validity, perfection and priority of the security interest of the Collateral Agent. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right, without notice to any Grantor, to transfer all or any portion of the Investment Related Property to its name or the name of its nominee or agent. In addition, the Collateral Agent shall have the right at any time, without notice to any Grantor, to exchange any certificates or instruments representing any Investment Related Property for certificates or instruments of smaller or larger denominations.

4.5. [Reserved].

4.6. Letter of Credit Rights.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) all material letters of credit to which such Grantor has rights is listed on Schedule 4.6 (as such schedule may be amended or supplemented from time to time) hereto; and

(ii) it has obtained the consent of each issuer of any material letter of credit to the assignment of the proceeds of the letter of credit to the Collateral Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any material letter of credit hereafter arising it shall obtain the consent of the issuer thereof to the assignment of the proceeds of the letter of credit to the Collateral Agent and shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto.

4.7. Intellectual Property.

(a) Representations and Warranties. Except as disclosed in Schedule 4.7(H) (as such schedule may be amended or supplemented from time to time), each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that:

(i) Schedule 4.7 (as such schedule may be amended or supplemented from time to time) sets forth a true and complete list of (i) all United States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by each Grantor and (ii) all Patent Licenses, Trademark Licenses, Trade Secret Licenses and Copyright Licenses material to the business of such Grantor;

(ii) it is the sole and exclusive owner of the entire right, title, and interest in and to all Intellectual Property listed on Schedule 4.7 (as such schedule may be amended or supplemented from time to time), and owns or, to its knowledge with respect to any Intellectual Property owned by or licensed from a third party, has the valid right to use all other Intellectual Property used in its business, free and clear of all Liens, claims, encumbrances and licenses, except for Permitted Liens and the licenses and other matters set forth on Schedule 4.7(B), (D), (F), (G) and (H) (as each may be amended or supplemented from time to time);

(iii) none of the Intellectual Property has been adjudged invalid or unenforceable, in whole or in part by any court in the United States;

(iv) no holding, decision, or judgment has been rendered in any action or proceeding before any court challenging such Grantor's rights to own or use, any Intellectual Property and no such action or proceeding is pending or, to such Grantor's knowledge, threatened;

(v) all registrations and applications for Copyrights, Patents and Trademarks are standing in the name of each Grantor or a predecessor entity, and none of the Trademarks, Patents, Copyrights or Trade Secrets has been licensed by any Grantor to any Affiliate or third party, except as disclosed in Schedule 4.7(B), (D), (F) or (G) (as each may be amended or supplemented from time to time);

(vi) such Grantor uses reasonable standards of quality in the manufacture, distribution, and sale of all products sold and in the provision of all services rendered under or in connection with all Trademark Collateral and has taken all action necessary to insure that all licensees of the Trademark Collateral owned by such Grantor use such adequate standards of quality, except where the failure to do so would not have a Material Adverse Effect.;

(vii) except as disclosed on Schedule 4.7, to such Grantor's knowledge, no claim has been made that the use of any Intellectual Property owned or used by Grantor (or any of its respective licensees) violates the asserted rights of any third party;

(viii) to such Grantor's knowledge, no third party is infringing upon or otherwise violating any rights in any Intellectual Property owned by such Grantor;

(ix) except as disclosed on Schedule 4.7, no settlement, covenants not to sue, nonassertion assurances, or releases have been entered into by such Grantor or to which such Grantor is bound that adversely affect such Grantor's rights to own or use any Intellectual Property; and

(x) there is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of such Grantor's Intellectual Property, other than in favor of the Collateral Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) it shall not do any act or omit to do any act whereby any of the Intellectual Property which is material to the business of Grantors taken as a whole may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein, except where to do so would not have a Material Adverse Effect;

(ii) it shall not, with respect to any Trademarks which are material to the business of any Grantors taken as a whole, fail to maintain the level of the quality of products sold and services rendered under any of such Trademark at a level at least substantially consistent with the quality of such products and services as of the date hereof, and each Grantor shall take all commercially reasonable actions necessary to

insure that licensees of such Trademarks use such consistent standards of quality, except where to do so would not have a Material Adverse Effect;

(iii) it shall, concurrent with the delivery of annual financial statements pursuant to Section 5.1(c) of the Credit Agreement, upon the creation or acquisition of any Copyrightable work which is material to the business of Grantors taken as a whole, apply to register the Copyright in the United States Copyright Office, except where to do so would have a Material Adverse Effect;

(iv) it shall take all reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration of each Trademark, Patent, and Copyright owned by any Grantor and material to the business of Grantors taken as a whole which is now or shall become included in the Intellectual Property including, but not limited to, those items on Schedule 4.7(A), (C) and (E) (as each may be amended or supplemented from time to time), except where the failure to do so would not have a Material Adverse Effect;

(v) in the event that any Intellectual Property owned by or exclusively licensed to any Grantor is infringed or misappropriated by a third party, in each case in any material way such Grantor shall promptly take all reasonable actions it deems appropriate in its discretion to stop such infringement, misappropriation, or dilution and protect its rights in such Intellectual Property including, but not limited to, the initiation of a suit for injunctive relief and to recover damages;

(vi) it shall, concurrent with the delivery of annual financial statements pursuant to Section 5.1(c) of the Credit Agreement, report to the Collateral Agent (i) the filing of any application to register any material Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry or foreign counterpart of the foregoing (whether such application is filed by such Grantor or through any agent, employee, licensee, or designee thereof) and (ii) the registration of any Intellectual Property by any such office, in each case by executing and delivering to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto;

(vii) it shall, promptly upon the reasonable request of the Collateral Agent, execute and deliver to the Collateral Agent any document required to acknowledge, confirm, register, record, or perfect the Collateral Agent's interest in any part of the Intellectual Property, whether now owned or hereafter acquired; and

(viii) it shall hereafter use commercially reasonable efforts consistent with past practices so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or might in any way materially impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights

and interests in any property included within the definitions of any Intellectual Property acquired under such contracts.

4.8. Commercial Tort Claims.

(a) Representations and Warranties. Each Grantor hereby represents and warrants, on the Closing Date and on each Credit Date, that Schedule 4.8 (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor in excess of \$25,000 individually or \$100,000 in the aggregate; and

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that with respect to any Commercial Tort Claim in excess of \$25,000 individually or \$100,000 in the aggregate hereafter arising it shall deliver to the Collateral Agent a completed Pledge Supplement, substantially in the form of Exhibit A attached hereto, together with all Supplements to Schedules thereto, identifying such new Commercial Tort Claims.

**SECTION 5. ACCESS; RIGHT OF INSPECTION AND FURTHER ASSURANCES;
ADDITIONAL GRANTORS.**

5.1. [Reserved].

5.2. Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, that it shall promptly execute and deliver all further instruments and documents, and take all further action that the Collateral Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor shall:

(i) file such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices, as may be necessary or desirable, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby;

(ii) take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the registered Intellectual Property with any intellectual property registry in which said Intellectual Property is registered or in which an application for registration is pending including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State, and the foreign counterparts on any of the foregoing, except where the failure to do so would not have a Material Adverse Effect;

(iii) following the occurrence and during the continuance of an Event of Default, at any reasonable time, upon request by the Collateral Agent, assemble the Collateral and allow inspection of the Collateral by the Collateral Agent, or persons designated by the Collateral Agent; and

(iv) at the Collateral Agent's request, appear in and defend any action or proceeding that may affect such Grantor's title to or the Collateral Agent's security interest in all or any part of the Collateral.

(b) Each Grantor hereby authorizes the Collateral Agent to file a Record or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired." Each Grantor shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(c) Each Grantor hereby authorizes the Collateral Agent to modify this Agreement after obtaining such Grantor's approval of or signature to such modification by amending Schedule 4.7 (as such schedule may be amended or supplemented from time to time) to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which any Grantor no longer has or claims any right, title or interest.

5.3. Additional Grantors. From time to time subsequent to the date hereof, additional Persons may become parties hereto as additional Grantors (each, an "Additional Grantor"), by executing a Counterpart Agreement. Upon delivery of any such counterpart agreement to the Collateral Agent, notice of which is hereby waived by Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Collateral Agent not to cause any Subsidiary of Company to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

SECTION 6. COLLATERAL AGENT APPOINTED ATTORNEY-IN-FACT.

6.1. Power of Attorney. Each Grantor hereby irrevocably appoints the Collateral Agent (such appointment being coupled with an interest) as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, the Collateral Agent or otherwise, from time to time in the Collateral Agent's discretion to take any action and to execute any instrument that the Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, the following:

(a) upon the occurrence and during the continuance of any Event of Default, to obtain and adjust insurance required to be maintained by such Grantor or paid to the Collateral Agent pursuant to the Credit Agreement;

(b) upon the occurrence and during the continuance of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) upon the occurrence and during the continuance of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;

(d) upon the occurrence and during the continuance of any Event of Default, to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Collateral;

(e) to prepare and file any UCC financing statements against such Grantor as debtor;

(f) to prepare, sign, and file for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property in the name of such Grantor as debtor;

(g) to take or cause to be taken all actions necessary to perform or comply or cause performance or compliance with the terms of this Agreement, including, without limitation, access to pay or discharge taxes or Liens (other than Permitted Liens) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Collateral Agent in its sole discretion, any such payments made by the Collateral Agent to become obligations of such Grantor to the Collateral Agent, due and payable immediately without demand; and

(h) 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 the Collateral Agent

were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and such Grantor's expense, at any time or from time to time, all acts and things that the Collateral Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

6.2. No Duty on the Part of Collateral Agent or Secured Parties. The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 7. REMEDIES.

7.1. Generally.

(a) If any Event of Default shall have occurred and be continuing, the Collateral Agent may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Collateral Agent on default under the UCC (whether or not the UCC applies to the affected Collateral) to collect, enforce or satisfy any Secured Obligations then owing, whether by acceleration or otherwise, and also may pursue any of the following separately, successively or simultaneously:

(i) require any Grantor to, and each Grantor hereby agrees that it shall at its expense and promptly upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place to be designated by the Collateral Agent that is reasonably convenient to both parties;

(ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process;

(iii) prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent the Collateral Agent deems appropriate; and

(iv) without notice except as specified below or under the UCC, sell, assign, lease, license (on an exclusive or nonexclusive basis) or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, at such

time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable.

(b) The Collateral Agent or any Secured Party may be the purchaser of any or all of the Collateral at any public or private (to the extent to the portion of the Collateral being privately sold is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations) sale in accordance with the UCC and the Collateral Agent, as collateral agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale made in accordance with the UCC, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that it would not be commercially unreasonable for the Collateral Agent to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Each Grantor hereby waives any claims against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be liable for the deficiency and the reasonable fees of any attorneys employed by the Collateral Agent to collect such deficiency. Each Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of the Collateral Agent hereunder.

(c) The Collateral Agent may sell the Collateral without giving any warranties as to the Collateral. The Collateral Agent may specifically disclaim or modify any warranties of

title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(d) The Collateral Agent shall have no obligation to marshal any of the Collateral.

7.2. Application of Proceeds. Except as expressly provided elsewhere in this Agreement, all proceeds received by the Collateral Agent in respect of any sale, any collection from, or other realization upon all or any part of the Collateral shall be applied in full or in part by the Collateral Agent against the Secured Obligations as set forth in Section 2.15(g) of the Credit Agreement.

7.3. Sales on Credit. If Collateral Agent sells any of the Collateral upon credit, Grantor will be credited only with payments actually made by purchaser and received by Collateral Agent and applied to indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and Grantor shall be credited with proceeds of the sale.

7.4. Deposit Accounts.

If any Event of Default shall have occurred and be continuing, the Collateral Agent may apply the balance from any Deposit Account or instruct the bank at which any Deposit Account is maintained to pay the balance of any Deposit Account to or for the benefit of the Collateral Agent.

7.5. Investment Related Property.

Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If the Collateral Agent determines to exercise its right to sell any or all of the Investment Related Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged

Stock to be sold hereunder, each partnership and each limited liability company from time to time to furnish to the Collateral Agent all such information as the Collateral Agent may request in order to determine the number and nature of interest, shares or other instruments included in the Investment Related Property which may be sold by the Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

7.6. Intellectual Property.

(a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default:

(i) the Collateral Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Grantor, the Collateral Agent or otherwise, in the Collateral Agent's sole discretion, to enforce any Intellectual Property, in which event such Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents reasonably required by the Collateral Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify the Collateral Agent as provided in Section 10 hereof in connection with the exercise of its rights under this Section, and, to the extent that the Collateral Agent shall elect not to bring suit to enforce any Intellectual Property as provided in this Section, each Grantor agrees to use all commercially reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement or other violation of any of such Grantor's rights in the Intellectual Property by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement or violation;

(ii) upon written demand from the Collateral Agent, each Grantor shall grant, assign, convey or otherwise transfer to the Collateral Agent or such Collateral Agent's designee all of such Grantor's right, title and interest in and to the Intellectual Property and shall execute and deliver to the Collateral Agent such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement;

(iii) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that the Collateral Agent (or any Secured Party) receives cash proceeds in respect of the sale of, or other realization upon, the Intellectual Property;

(iv) within five (5) Business Days after written notice from the Collateral Agent, each Grantor shall make available to the Collateral Agent, to the extent within such Grantor's power and authority, such personnel in such Grantor's employ on the date of such Event of Default as the Collateral Agent may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor

under or in connection with the Trademarks, Trademark Licenses, such persons to be available to perform their prior functions on the Collateral Agent's behalf and to be compensated by the Collateral Agent at such Grantor's expense on a per diem, pro rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default; and

(v) the Collateral Agent shall have the right to notify, or require each Grantor to notify, any obligors with respect to amounts due or to become due to such Grantor in respect of the Intellectual Property, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to the Collateral Agent, and, upon such notification and at the expense of such Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done;

- (1) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to the Collateral Agent in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.7 hereof; and
- (2) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

(b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Collateral Agent of any rights, title and interests in and to the Intellectual Property shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of any Grantor, the Collateral Agent shall promptly execute and deliver to such Grantor, at such Grantor's sole cost and expense, such assignments or other transfer as may be necessary to reassign to such Grantor any such rights, title and interests as may have been assigned to the Collateral Agent as aforesaid along with associated goodwill, subject to any disposition thereof that may have been made by the Collateral Agent; provided, after giving effect to such reassignment, the Collateral Agent's security interest granted pursuant hereto, as well as all other rights and remedies of the Collateral Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of the Collateral Agent and the Secured Parties.

(c) Solely for the purpose of enabling the Collateral Agent to exercise rights and remedies under this Section 7 and only at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent, to the extent it has the right to do so, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), subject, in the case of Trademarks, to sufficient rights to quality control and inspection in favor of such Grantor to avoid the risk of invalidation of said Trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located.

7.7. Cash Proceeds. In addition to the rights of the Collateral Agent specified in Section 4.3 with respect to payments of Receivables, following the occurrence and during the continuance of an Event of Default, all proceeds of any Collateral received by any Grantor consisting of cash, checks and other non-cash items (collectively, "**Cash Proceeds**") shall be held by such Grantor in trust for the Collateral Agent, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor be turned over to the Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Collateral Agent, if required) and held by the Collateral Agent in the Collateral Account. Any Cash Proceeds received by the Collateral Agent (whether from a Grantor or otherwise) may, in the sole discretion of the Collateral Agent, (A) be held by the Collateral Agent for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations (whether matured or unmatured) and/or (B) then or at any time thereafter may be applied by the Collateral Agent against the Secured Obligations then due and owing pursuant to Section 2.15(h) of the Credit Agreement.

SECTION 8. COLLATERAL AGENT.

The Collateral Agent has been appointed to act as Collateral Agent hereunder by Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided, the Collateral Agent shall, after payment in full of all Obligations under the Credit Agreement and the other Credit Documents, exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of the holders of a majority of the aggregate notional amount (or, with respect to any Hedge Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements. In furtherance of the foregoing provisions of this Section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of Secured Parties in

accordance with the terms of this Section. Collateral Agent may resign at any time by giving thirty (30) days' prior written notice thereof to Lenders and the Grantors, and Collateral Agent may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Grantors and Collateral Agent signed by the Requisite Lenders. Upon any such notice of resignation or any such removal, Requisite Lenders shall have the right, upon five (5) Business Days' notice to the Administrative Agent, to appoint a successor Collateral Agent. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent under this Agreement, and the retiring or removed Collateral Agent under this Agreement shall promptly (i) transfer to such successor Collateral Agent all sums, Securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Agreement, and (ii) execute and deliver to such successor Collateral Agent or otherwise authorize the filing of such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the security interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Collateral Agent's resignation or removal hereunder as the Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Collateral Agent hereunder.

SECTION 9. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS.

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, be binding upon each Grantor, its successors and assigns, and inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing, but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. Upon any such termination the Collateral Agent shall, at Grantors' expense, execute and deliver to Grantors or otherwise authorize the filing of such documents as Grantors shall reasonably request, including financing statement amendments to evidence such termination. Upon any disposition of property permitted by the Credit Agreement, the Liens granted herein shall be deemed to be automatically released and such property shall automatically revert to the applicable Grantor with no further action on the part of any Person. The Collateral Agent shall, at Grantor's expense, execute and deliver or otherwise

authorize the filing of such documents as Grantors shall reasonably request, in form and substance reasonably satisfactory to the Collateral Agent, including financing statement amendments to evidence such release.

SECTION 10. STANDARD OF CARE; COLLATERAL AGENT MAY PERFORM.

The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by each Grantor under Section 10.2 of the Credit Agreement.

SECTION 11. MISCELLANEOUS.

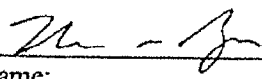
Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 10.1 of the Credit Agreement. No failure or delay on the part of the Collateral Agent in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantors and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder. This Agreement and the other Credit

Documents embody the entire agreement and understanding between Grantors and the Collateral Agent and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

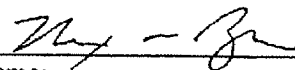
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

NEWBAY MEDIA LLC

By: 
Name:
Title:

NEWBAY MEDIA HOLDINGS LLC

By: 
Name:
Title:

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.
as the Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

NEWBAY MEDIA LLC

By: _____
Name:
Title:

NEWBAY MEDIA HOLDINGS LLC

By: _____
Name:
Title:

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.
as the Collateral Agent

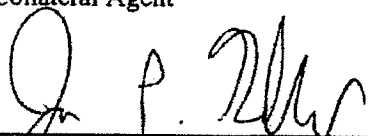
By:  _____
Name: Jason P. Gelber
Title: Senior Vice President

EXHIBIT A
TO PLEDGE AND SECURITY AGREEMENT

PLEDGE SUPPLEMENT

This **PLEDGE SUPPLEMENT**, dated [mm/dd/yy], is delivered by [NAME OF GRANTOR] a [NAME OF STATE OF INCORPORATION] [Corporation] (the “Grantor”) pursuant to the Pledge and Security Agreement, dated as of June __, 2007 (as it may be from time to time amended, restated, modified or supplemented, the “Security Agreement”), among NEWBAY MEDIA LLC, the other Grantors named therein, and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as the Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Grantor hereby confirms the grant to the Collateral Agent set forth in the Security Agreement of, and does hereby grant to the Collateral Agent, a security interest in all of Grantor’s right, title and interest in and to all Collateral to secure the Secured Obligations, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located. Grantor represents and warrants that the attached Supplements to Schedules accurately and completely set forth all additional information required pursuant to the Security Agreement and hereby agrees that such Supplements to Schedules shall constitute part of the Schedules to the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Pledge Supplement to be duly executed and delivered by its duly authorized officer as of [mm/dd/yy].

[NAME OF GRANTOR]

By: _____
Name:
Title:

EXHIBIT A-1

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0224

SUPPLEMENT TO SCHEDULE 4.1
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

- (A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person) and Organizational Identification Number of each Grantor:

Full Legal Name	Type of Organization	Jurisdiction of Organization	Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person)	Organization I.D.#

- (B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

Full Legal Name	Trade Name or Fictitious Business Name

- (C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure within past five (5) years:

Name of Grantor	Date of Change	Description of Change

- (D) Agreements pursuant to which any Grantor is found as debtor within past five (5) years:

Name of Grantor	Description of Agreement

(E) Financing Statements:

Name of Grantor	Filing Jurisdiction(s)

SUPPLEMENT TO SCHEDULE 4.2
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

Name of Grantor	Location of Equipment and Inventory

SUPPLEMENT TO SCHEDULE 4.4
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

(A)

Pledged Stock:

Pledged Partnership Interests:

Pledged LLC Interests:

Pledged Trust Interests:

Pledged Debt:

Securities Account:

Commodities Accounts:

Deposit Accounts:

(B)

Name of Grantor	Date of Acquisition	Description of Acquisition

(C)

Name of Grantor	Name of Issuer of Pledged LLC Interest/Pledged Partnership Interest

SUPPLEMENT TO SCHEDULE 4.6
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

Name of Grantor	Description of Letters of Credit

SUPPLEMENT TO SCHEDULE 4.7
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

- (A) Copyrights
- (B) Copyright Licenses
- (C) Patents
- (D) Patent Licenses
- (E) Trademarks
- (F) Trademark Licenses
- (G) Trade Secret Licenses
- (H) Intellectual Property Exceptions

SUPPLEMENT TO SCHEDULE 4.8
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

Name of Grantor	Commercial Tort Claims

EXHIBIT B
TO PLEDGE AND SECURITY AGREEMENT

UNCERTIFICATED SECURITIES CONTROL AGREEMENT

This Uncertificated Securities Control Agreement dated as of _____, 200_ among _____ (the “**Pledgor**”), GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as collateral agent for the Secured Parties, (the “**Collateral Agent**”) and _____, a _____ corporation (the “**Issuer**”). Capitalized terms used but not defined herein shall have the meaning assigned in the Pledge and Security Agreement dated [as of the date hereof], among the Pledgor, the other Grantors party thereto and the Collateral Agent (the “**Security Agreement**”). All references herein to the “**UCC**” shall mean the Uniform Commercial Code as in effect in the State of New York.

Section 1. Registered Ownership of Shares. The Issuer hereby confirms and agrees that as of the date hereof the Pledgor is the registered owner of _____ shares of the Issuer’s [common] stock (the “**Pledged Shares**”) and the Issuer shall not change the registered owner of the Pledged Shares without the prior written consent of the Collateral Agent.

Section 2. Instructions. If at any time the Issuer shall receive instructions originated by the Collateral Agent relating to the Pledged Shares, the Issuer shall comply with such instructions without further consent by the Pledgor or any other person.

Section 3. Additional Representations and Warranties of the Issuer. The Issuer hereby represents and warrants to the Collateral Agent:

(a) It has not entered into, and until the termination of this agreement will not enter into, any agreement with any other person relating to the Pledged Shares pursuant to which it has agreed to comply with instructions issued by such other person; and

(b) It has not entered into, and until the termination of this agreement will not enter into, any agreement with the Pledgor or the Collateral Agent purporting to limit or condition the obligation of the Issuer to comply with Instructions as set forth in Section 2 hereof.

(c) Except for the claims and interest of the Collateral Agent and of the Pledgor in the Pledged Shares, the Issuer does not know of any claim to, or interest in, the Pledged Shares. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Pledged Shares, the Issuer will promptly notify the Collateral Agent and the Pledgor thereof.

(d) This Uncertificated Securities Control Agreement is the valid and legally binding obligation of the Issuer.

Section 4. Choice of Law. This Agreement shall be governed by the laws of the State of [New York].

EXHIBIT B-1

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0232

Section 5. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail. No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto.

Section 6. Voting Rights. Until such time as the Collateral Agent shall otherwise instruct the Issuer in writing, the Pledgor shall have the right to vote the Pledged Shares.

Section 7. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Collateral Agent may assign its rights hereunder only with the express written consent of the Issuer and by sending written notice of such assignment to the Pledgor.

Section 8. Indemnification of Issuer. The Pledgor and the Collateral Agent hereby agree that (a) the Issuer is released from any and all liabilities to the Pledgor and the Collateral Agent arising from the terms of this Agreement and the compliance of the Issuer with the terms hereof, except to the extent that such liabilities arise from the Issuer's negligence and (b) the Pledgor, its successors and assigns shall at all times indemnify and save harmless the Issuer from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Issuer with the terms hereof, except to the extent that such arises from the Issuer's negligence, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

Section 9. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Pledgor: [INSERT ADDRESS]
Attention:
Telecopier:

Collateral Agent: [INSERT ADDRESS]
Attention:
Telecopier:

Issuer: [INSERT ADDRESS]
Attention:
Telecopier:

EXHIBIT B-2

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0233

Any party may change its address for notices in the manner set forth above.

Section 10. Termination. The obligations of the Issuer to the Collateral Agent pursuant to this Control Agreement shall continue in effect until the security interests of the Collateral Agent in the Pledged Shares have been terminated pursuant to the terms of the Security Agreement and the Collateral Agent has notified the Issuer of such termination in writing. The Collateral Agent agrees to provide Notice of Termination in substantially the form of Exhibit A hereto to the Issuer upon the request of the Pledgor on or after the termination of the Collateral Agent's security interest in the Pledged Shares pursuant to the terms of the Security Agreement. The termination of this Control Agreement shall not terminate the Pledged Shares or alter the obligations of the Issuer to the Pledgor pursuant to any other agreement with respect to the Pledged Shares.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[NAME OF PLEDGOR]

By: _____
Name:
Title:

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.,
as Collateral Agent

By: _____
Name:
Title:

[NAME OF ISSUER]

By: _____
Name:
Title:

EXHIBIT B-3

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0234

[Letterhead of Collateral Agent]

[Date]

[Name and Address of Issuer]

Attention:

Re: Termination of Control Agreement

You are hereby notified that the Uncertificated Securities Control Agreement between you, [the Pledgor] and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to Pledged Shares (as defined in the Uncertificated Control Agreement) from [the Pledgor]. This notice terminates any obligations you may have to the undersigned with respect to the Pledged Shares, however nothing contained in this notice shall alter any obligations which you may otherwise owe to [the Pledgor] pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [insert name of Pledgor].

Very truly yours,

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.,
as Collateral Agent

By: _____

Name:

Title:

EXHIBIT B-A-1

NY404719.6/2258-00019

SECURITIES ACCOUNT CONTROL AGREEMENT

This Securities Account Control Agreement dated as of _____, 200_ (this “**Agreement**”) among _____ (the “**Debtor**”), GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as collateral agent for the Secured Parties (the “**Collateral Agent**”) and _____, in its capacity as a “**securities intermediary**” as defined in Section 8-102 of the UCC (in such capacity, the “**Securities Intermediary**”). Capitalized terms used but not defined herein shall have the meaning assigned thereto in the Pledge and Security Agreement, dated [as of the date hereof], among the Debtor, the other Grantors party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). All references herein to the “**UCC**” shall mean the Uniform Commercial Code as in effect in the State of New York.

Section 1. Establishment of Securities Account. The Securities Intermediary hereby confirms and agrees that:

(a) The Securities Intermediary has established account number [IDENTIFY ACCOUNT NUMBER] in the name “[IDENTIFY EXACT TITLE OF ACCOUNT]” (such account and any successor account, the “**Securities Account**”) and the Securities Intermediary shall not change the name or account number of the Securities Account without the prior written consent of the Collateral Agent;

(b) All securities or other property underlying any financial assets credited to the Securities Account shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any financial asset credited to the Securities Account be registered in the name of the Debtor, payable to the order of the Debtor or specially indorsed to the Debtor except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank;

(c) All property delivered to the Securities Intermediary pursuant to the Security Agreement will be promptly credited to the Securities Account; and

(d) The Securities Account is a “**securities account**” within the meaning of Section 8-501 of the UCC.

Section 2. “Financial Assets” Election. The Securities Intermediary hereby agrees that each item of property (including, without limitation, any investment property, financial asset, security, instrument, general intangible or cash) credited to the Securities Account shall be treated as a “**financial asset**” within the meaning of Section 8-102(a)(9) of the UCC.

Section 3. Control of the Securities Account. If at any time the Securities Intermediary shall receive any order from the Collateral Agent directing transfer or redemption

EXHIBIT C-1

NY404719.6/2258-00019

of any financial asset relating to the Securities Account, the Securities Intermediary shall comply with such entitlement order without further consent by the Debtor or any other person. If the Debtor is otherwise entitled to issue entitlement orders and such orders conflict with any entitlement order issued by the Collateral Agent, the Securities Intermediary shall follow the orders issued by the Collateral Agent.

Section 4. Subordination of Lien; Waiver of Set-Off. In the event that the Securities Intermediary has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Securities Account or any security entitlement credited thereto, the Securities Intermediary hereby agrees that such security interest shall be subordinate to the security interest of the Collateral Agent. The financial assets and other items deposited to the Securities Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person other than the Collateral Agent (except that the Securities Intermediary may set off (i) all amounts due to the Securities Intermediary in respect of customary fees and expenses for the routine maintenance and operation of the Securities Account and (ii) the face amount of any checks which have been credited to such Securities Account but are subsequently returned unpaid because of uncollected or insufficient funds).

Section 5. Choice of Law. This Agreement and the Securities Account shall each be governed by the laws of the State of [New York]. Regardless of any provision in any other agreement, for purposes of the UCC, [New York] shall be deemed to be the Securities Intermediary's jurisdiction (within the meaning of Section 8-110 of the UCC) and the Securities Account (as well as the securities entitlements related thereto) shall be governed by the laws of the State of [New York].

Section 6. Conflict with Other Agreements.

(a) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail;

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto;

(c) The Securities Intermediary hereby confirms and agrees that:

(i) There are no other control agreements entered into between the Securities Intermediary and the Debtor with respect to the Securities Account;

(ii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with any other person relating to the Securities Account and/or any financial assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) of such other person; and

EXHIBIT C-2

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0237

(iii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with the Debtor or the Collateral Agent purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 3 hereof.

Section 7. Adverse Claims. Except for the claims and interest of the Collateral Agent and of the Debtor in the Securities Account, the Securities Intermediary does not know of any claim to, or interest in, the Securities Account or in any "financial asset" (as defined in Section 8-102(a) of the UCC) credited thereto. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Securities Account or in any financial asset carried therein, the Securities Intermediary will promptly notify the Collateral Agent and the Debtor thereof.

Section 8. Maintenance of Securities Account. In addition to, and not in lieu of, the obligation of the Securities Intermediary to honor entitlement orders as agreed in Section 3 hereof, the Securities Intermediary agrees to maintain the Securities Account as follows:

(a) Notice of Sole Control. If at any time the Collateral Agent delivers to the Securities Intermediary a Notice of Sole Control in substantially the form set forth in Exhibit A hereto, the Securities Intermediary agrees that after receipt of such notice, it will take all instruction with respect to the Securities Account solely from the Collateral Agent.

(b) Voting Rights. Until such time as the Securities Intermediary receives a Notice of Sole Control pursuant to subsection (a) of this Section 8, the Debtor shall direct the Securities Intermediary with respect to the voting of any financial assets credited to the Securities Account.

(c) Permitted Investments. Until such time as the Securities Intermediary receives a Notice of Sole Control signed by the Collateral Agent, the Debtor shall direct the Securities Intermediary with respect to the selection of investments to be made for the Securities Account; provided, however, that the Securities Intermediary shall not honor any instruction to purchase any investments other than investments of a type described on Exhibit B hereto.

(d) Statements and Confirmations. The Securities Intermediary will promptly send copies of all statements, confirmations and other correspondence concerning the Securities Account and/or any financial assets credited thereto simultaneously to each of the Debtor and the Collateral Agent at the address for each set forth in Section 12 of this Agreement.

(e) Tax Reporting. All items of income, gain, expense and loss recognized in the Securities Account shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Debtor.

Section 9. Representations, Warranties and Covenants of the Securities Intermediary. The Securities Intermediary hereby makes the following representations, warranties and covenants:

EXHIBIT C-3

NY404719.6/2258-00019

TRADEMARK
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(a) The Securities Account has been established as set forth in Section 1 above and such Securities Account will be maintained in the manner set forth herein until termination of this Agreement; and

(b) This Agreement is the valid and legally binding obligation of the Securities Intermediary.

Section 10. Indemnification of Securities Intermediary. The Debtor and the Collateral Agent hereby agree that (a) the Securities Intermediary is released from any and all liabilities to the Debtor and the Collateral Agent arising from the terms of this Agreement and the compliance of the Securities Intermediary with the terms hereof, except to the extent that such liabilities arise from the Securities Intermediary's negligence and (b) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Securities Intermediary from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Securities Intermediary with the terms hereof, except to the extent that such arises from the Securities Intermediary's negligence, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

Section 11. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Collateral Agent may assign its rights hereunder only with the express written consent of the Securities Intermediary and by sending written notice of such assignment to the Debtor.

Section 12. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Debtor:	[INSERT ADDRESS] Attention: Telecopier:
Collateral Agent:	Goldman Sachs Specialty Lending Group, L.P. Attention: Telecopier:
Securities Intermediary:	[INSERT ADDRESS] Attention: Telecopier:

Any party may change its address for notices in the manner set forth above.

EXHIBIT C-4

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0239

Section 13. Termination. The obligations of the Securities Intermediary to the Collateral Agent pursuant to this Agreement shall continue in effect until the security interest of the Collateral Agent in the Securities Account has been terminated pursuant to the terms of the Security Agreement and the Collateral Agent has notified the Securities Intermediary of such termination in writing. The Collateral Agent agrees to provide Notice of Termination in substantially the form of Exhibit C hereto to the Securities Intermediary upon the request of the Debtor on or after the termination of the Collateral Agent's security interest in the Securities Account pursuant to the terms of the Security Agreement. The termination of this Agreement shall not terminate the Securities Account or alter the obligations of the Securities Intermediary to the Debtor pursuant to any other agreement with respect to the Securities Account.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Securities Account Control Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

[DEBTOR]

By: _____
Name:
Title:

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.,**
as Collateral Agent

By: _____
Name:
Title:

[NAME OF SECURITIES INTERMEDIARY],
as Securities Intermediary

By: _____
Name:
Title:

EXHIBIT C-6

NY404719.6/2258-00019

**TRADEMARK
REEL: 003584 FRAME: 0241**

EXHIBIT A
TO SECURITIES ACCOUNT CONTROL AGREEMENT

[Letterhead of Collateral Agent]

[Date]

[Name and Address of Securities Intermediary]

Attention:

Re: Notice of Sole Control

Ladies and Gentlemen:

As referenced in the Securities Account Control Agreement dated as of _____, 200__ among **[NAME OF THE DEBTOR]**, you and the undersigned (a copy of which is attached), we hereby give you notice of our sole control over securities account number _____ (the "**Securities Account**") and all financial assets credited thereto. You are hereby instructed not to accept any direction, instructions or entitlement orders with respect to the Securities Account or the financial assets credited thereto from any person other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to **[NAME OF THE DEBTOR]**.

Very truly yours,

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.,
as Collateral Agent

By: _____
Name:
Title:

cc: **[NAME OF THE DEBTOR]**

EXHIBIT C-A-1

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0242

EXHIBIT B
TO SECURITIES ACCOUNT CONTROL AGREEMENT

Permitted Investments

[TO COME]

EXHIBIT C-B-1

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0243

EXHIBIT C
TO SECURITIES ACCOUNT CONTROL AGREEMENT

[Letterhead of the Collateral Agent]

[Date]

[Name and Address of Securities Intermediary]

Attention:

Re: Termination of Securities Account Control Agreement

You are hereby notified that the Securities Account Control Agreement dated as of _____, 200__ among you, **[NAME OF THE DEBTOR]** and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to account number(s) _____ from **[NAME OF THE DEBTOR]**. This notice terminates any obligations you may have to the undersigned with respect to such account, however nothing contained in this notice shall alter any obligations which you may otherwise owe to **[NAME OF THE DEBTOR]** pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to **[NAME OF THE DEBTOR]**.

Very truly yours,

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.,
as Collateral Agent

By: _____

Name:

Title:

EXHIBIT C-C-1

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0244

DEPOSIT ACCOUNT CONTROL AGREEMENT

This Deposit Account Control Agreement dated as of _____, 200_ (this “**Agreement**”) among _____ (the “**Debtor**”), GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as collateral agent for the Secured Parties (the “**Collateral Agent**”) and _____, in its capacity as a “**bank**” as defined in Section 9-102 of the UCC (in such capacity, the “**Financial Institution**”). Capitalized terms used but not defined herein shall have the meaning assigned thereto in the Pledge and Security Agreement, dated [as of the date hereof], between the Debtor, the other Grantors party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). All references herein to the “**UCC**” shall mean the Uniform Commercial Code as in effect in the State of [New York].

Section 1. Establishment of Deposit Account. The Financial Institution hereby confirms and agrees that:

(a) The Financial Institution has established account number [**IDENTIFY ACCOUNT NUMBER**] in the name “[**IDENTIFY EXACT TITLE OF ACCOUNT**]” (such account and any successor account, the “**Deposit Account**”) and the Financial Institution shall not change the name or account number of the Deposit Account without the prior written consent of the Collateral Agent and, prior to delivery of a Notice of Sole Control in substantially the form set forth in Exhibit A hereto, the Debtor; and

(b) The Deposit Account is a “deposit account” within the meaning of Section 9-102(a)(29) of the UCC.

Section 2. Control of the Deposit Account. If at any time the Financial Institution shall receive any instructions originated by the Collateral Agent directing the disposition of funds in the Deposit Account, the Financial Institution shall comply with such instructions without further consent by the Debtor or any other person. The Financial Institution hereby acknowledges that it has received notice of the security interest of the Collateral Agent in the Deposit Account and hereby acknowledges and consents to such lien. If the Debtor is otherwise entitled to issue instructions and such instructions conflict with any instructions issued the Collateral Agent, the Financial Institution shall follow the instructions issued by the Collateral Agent.

Section 3. Subordination of Lien; Waiver of Set-Off. In the event that the Financial Institution has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Deposit Account or any funds credited thereto, the Financial Institution hereby agrees that such security interest shall be subordinate to the security interest of the Collateral Agent. Money and other items credited to the Deposit Account will not be subject to deduction, set-off, banker’s lien, or any other right in favor of any person other than the Collateral Agent (except that the Financial Institution may set off (i) all amounts due to the

EXHIBIT D-1

NY404719.6/2258-00019

Financial Institution in respect of customary fees and expenses for the routine maintenance and operation of the Deposit Account and (ii) the face amount of any checks which have been credited to such Deposit Account but are subsequently returned unpaid because of uncollected or insufficient funds).

Section 4. Choice of Law. This Agreement and the Deposit Account shall each be governed by the laws of the State of [New York]. Regardless of any provision in any other agreement, for purposes of the UCC, [New York] shall be deemed to be the Financial Institution's jurisdiction (within the meaning of Section 9-304 of the UCC) and the Deposit Account shall be governed by the laws of the State of [New York].

Section 5. Conflict with Other Agreements.

(a) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail;

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto; and

(c) The Financial Institution hereby confirms and agrees that:

(i) There are no other agreements entered into between the Financial Institution and the Debtor with respect to the Deposit Account [other than _____]; and

(ii) It has not entered into, and until the termination of this Agreement, will not enter into, any agreement with any other person relating the Deposit Account and/or any funds credited thereto pursuant to which it has agreed to comply with instructions originated by such persons as contemplated by Section 9-104 of the UCC.

Section 6. Adverse Claims. The Financial Institution does not know of any liens, claims or encumbrances relating to the Deposit Account. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Deposit Account, the Financial Institution will promptly notify the Collateral Agent and the Debtor thereof.

Section 7. Maintenance of Deposit Account. In addition to, and not in lieu of, the obligation of the Financial Institution to honor instructions as set forth in Section 2 hereof, the Financial Institution agrees to maintain the Deposit Account as follows:

(a) Notice of Sole Control. If at any time the Collateral Agent delivers to the Financial Institution a Notice of Sole Control in substantially the form set forth in Exhibit A hereto, the Financial Institution agrees that after receipt of such notice, it will take all instruction with respect to the Deposit Account solely from the Collateral Agent.

EXHIBIT D-2

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0246

(b) Statements and Confirmations. The Financial Institution will promptly send copies of all statements, confirmations and other correspondence concerning the Deposit Account simultaneously to each of the Debtor and the Collateral Agent at the address for each set forth in Section 11 of this Agreement; and

(c) Tax Reporting. All interest, if any, relating to the Deposit Account, shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Debtor.

Section 8. Representations, Warranties and Covenants of the Financial Institution. The Financial Institution hereby makes the following representations, warranties and covenants:

(a) The Deposit Account has been established as set forth in Section 1 and such Deposit Account will be maintained in the manner set forth herein until termination of this Agreement; and

(b) This Agreement is the valid and legally binding obligation of the Financial Institution.

Section 9. Indemnification of Financial Institution. The Debtor and the Collateral Agent hereby agree that (a) the Financial Institution is released from any and all liabilities to the Debtor and the Collateral Agent arising from the terms of this Agreement and the compliance of the Financial Institution with the terms hereof, except to the extent that such liabilities arise from the Financial Institution's negligence and (b) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Financial Institution from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Financial Institution with the terms hereof, except to the extent that such arises from the Financial Institution's negligence, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

Section 10. Successors; Assignment. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Collateral Agent may assign its rights hereunder only with the express written consent of the Financial Institution and by sending written notice of such assignment to the Debtor.

Section 11. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

EXHIBIT D-3

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0247

Debtor: [INSERT ADDRESS]
Attention:
Telecopier:

Collateral Agent: Goldman Sachs Specialty Lending Group, L.P.
Attention:
Telecopier:

Financial Institution: [INSERT ADDRESS]
Attention:
Telecopier:

Any party may change its address for notices in the manner set forth above.

Section 12. Termination. The obligations of the Financial Institution to the Collateral Agent pursuant to this Agreement shall continue in effect until the security interest of the Collateral Agent in the Deposit Account has been terminated pursuant to the terms of the Security Agreement and the Collateral Agent has notified the Financial Institution of such termination in writing. The Collateral Agent agrees to provide Notice of Termination in substantially the form of Exhibit A hereto to the Financial Institution upon the request of the Debtor on or after the termination of the Collateral Agent's security interest in the Deposit Account pursuant to the terms of the Security Agreement. The termination of this Agreement shall not terminate the Deposit Account or alter the obligations of the Financial Institution to the Debtor pursuant to any other agreement with respect to the Deposit Account.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

EXHIBIT D-4

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0248

IN WITNESS WHEREOF, the parties hereto have caused this Deposit Account Control Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

[DEBTOR]

By: _____
Name:
Title:

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.,**
as Collateral Agent

By: _____
Name:
Title:

[NAME OF FINANCIAL INSTITUTION],
as Financial Institution

By: _____
Name:
Title:

EXHIBIT D-5

NY404719.6/2258-00019

**TRADEMARK
REEL: 003584 FRAME: 0249**

EXHIBIT A
TO DEPOSIT ACCOUNT CONTROL AGREEMENT

[Letterhead of Collateral Agent]

[Date]

[Name and Address of Financial Institution]

Attention:

Re: Notice of Sole Control

Ladies and Gentlemen:

As referenced in the Deposit Account Control Agreement dated as of _____, 200__ among **[NAME OF THE DEBTOR]**, you and the undersigned (a copy of which is attached), we hereby give you notice of our sole control over deposit account number _____ (the "**Deposit Account**") and all financial assets credited thereto. You are hereby instructed not to accept any direction, instructions or entitlement orders with respect to the Deposit Account or the financial assets credited thereto from any person other than the undersigned, unless otherwise ordered by a court of competent jurisdiction.

You are instructed to deliver a copy of this notice by facsimile transmission to **[NAME OF THE DEBTOR]**.

Very truly yours,

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.,
as Collateral Agent

By: _____

Name:

Title:

cc: **[NAME OF THE DEBTOR]**

EXHIBIT D-A-1

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0250

EXHIBIT B
TO DEPOSIT ACCOUNT CONTROL AGREEMENT

[Letterhead of the Collateral Agent]

[Date]

[Name and Address of Financial Institution]

Attention:

Re: Termination of Deposit Account Control Agreement

You are hereby notified that the Deposit Account Control Agreement dated as of _____, 200[] among [NAME OF THE DEBTOR], you and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to account number(s) _____ from [NAME OF THE DEBTOR]. This notice terminates any obligations you may have to the undersigned with respect to such account, however nothing contained in this notice shall alter any obligations which you may otherwise owe to [NAME OF THE DEBTOR] pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to [NAME OF THE DEBTOR].

Very truly yours,

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.,
as Collateral Agent

By: _____
Name:
Title:

EXHIBIT D-A-2

NY404719.6/2258-00019

TRADEMARK
REEL: 003584 FRAME: 0251

SCHEDULE 4.1
TO PLEDGE AND SECURITY AGREEMENT

- (A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person) and Organizational Identification Number of each Grantor:

Full Legal Name	Type of Organization	Jurisdiction of Organization	Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person)	Organization I.D.#
New Bay Media LLC	limited liability company	Delaware	810 Seventh Avenue 27th Floor New York, New York 10022	4208889
New Bay Media Holdings LLC	limited liability company	Delaware	c/o The Wicks Group of Companies, L.L.C. 405 Park Avenue, Suite 702 New York, New York 10022	4208885

- (B) Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

Full Legal Name	Trade Name or Fictitious Business Name
None.	

- (C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure within past five (5) years:

Name of Grantor	Date of Change	Description of Change
None.		

- (D) Agreements pursuant to which any Grantor is found as debtor within past five (5) years:

Name of Grantor	Description of Agreement
None.	

- (E) Financing Statements:

<u>Name of Grantor</u>	<u>Filing Jurisdiction(s)</u>
NewBay Media LLC	Delaware Secretary of State
NewBay Media Holdings LLC	Delaware Secretary of State

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SCHEDULE 4.1-2

TRADEMARK
REEL: 003584 FRAME: 0253

SCHEDULE 4.2
TO PLEDGE AND SECURITY AGREEMENT

Name of Grantor	Location of Equipment and Inventory
NewBay Media LLC	810 Seventh Avenue 27th Floor New York, New York 10022
	*865 South Figueroa Street Suite 2330 Los Angeles, CA 90017
	1111 Bayhill Drive Suite 125 San Bruno, CA 94066
	5827 Columbia Pike Third & Sixth Floors Falls Church, VA 22314

*Sublease at this location to terminate on June 30, 2007.

The Grantors maintain certain inventory and customer lists with the following bailees:

Grantor	Address/City/State/Zip	County	Description of Assets of Value
NewBay Media LLC	Independent Fulfillment Services, Inc. 25 High Street Huntington, NY 11743	Suffolk County	Inventory (periodicals) and subscriber/mailling information (stored electronically)
NewBay Media LLC	Specialized Fulfillment Services 3100 Valleywood Drive Kettering, OH 45429	Montgomery County	Inventory (periodicals) and subscriber/mailling information (stored electronically)
NewBay Media LLC	Hallmark Data Systems, LLC 7300 N. Linder Avenue Skokie, IL 60077-3217	Cook County	Inventory (periodicals) and subscriber/mailling information (stored electronically)
NewBay Media LLC	Fry Communications, Inc. 15 Pleasant View Drive Mechanicsburg, PA 17055	Cumberland County	Paper, inventory (periodicals), subscriber/mailling information (stored electronically)

SCHEDULE 4.4
TO PLEDGE AND SECURITY AGREEMENT

INVESTMENT RELATED PROPERTY

(A) Pledged Stock:

Grantor	Stock Issuer	Class of Stock	Certificated (Y/N)	Stock Certificate No.	Par Value	No. of Pledged Stock	% of Outstanding Stock of the Stock Issuer
New Bay Media LLC	IMAS Publishing (UK), Ltd.	Common	Y	4	£1	1,429,109 shares	65%

Pledged LLC Interests:

Grantor	Limited Liability Company	Certificated (Y/N)	Certificate No. (if any)	No. of Pledged Units	% of Outstanding LLC Interests of the Limited Liability Company
NewBay Media Holdings LLC	NewBay Media LLC	N	N/A	N/A	100%
NewBay Media LLC	NewBay Media Italy Srl*	N	N/A	N/A	65%

*An Italian srl, or "società a responsabilità limitata," is analogous in certain respects to a U.S. limited liability company, but is not an identical entity.

Pledged Partnership Interests: None.

Pledged Trust Interests: None.

Pledged Debt: None.

Securities Account: None.

Commodities Accounts: None.

Deposit Accounts:

Grantor	Name of Depository Bank	Account Number	Average Balance	Account Name
CMP Information Inc.	Citibank PO 5870 Grand Central Station New York, NY 10163	Checking: 13402546*	\$100,000.00	CMP Information Inc.
NewBay Media LLC	1st Regional Bank 28632 Roadside Drive Suite 155 Agoura Hills CA 91301	Checking: 775314044	\$125,000.00	NewBay Media LLC
NewBay Media LLC	JPMorgan Chase Bank N.A. 1166 Avenue of the Americas, 21st Floor New York, NY 10036	Checking: 400702258	\$600,000.00	NewBay Media LLC
NewBay Media LLC	JPMorgan Chase Bank N.A. 1166 Avenue of the Americas, 21st Floor New York, NY 10036	Payroll checking: 400947692	----	NewBay Media LLC
NewBay Media LLC	JPMorgan Chase Bank N.A. Ohio/West Virginia Markets PO Box 260180 Baton Rouge LA 70826-0180	Checking: 643709074*	\$20,000.00	NewBay Media LLC
NewBay Media LLC	Chittenden Two Burlington Square PO Box 820 Burlington VT 05402-0820	Checking 34593221	\$95,000.00	NewBay Media LLC
NewBay Media LLC	Danversbank One Conant Street Danvers MA 01923	Checking 35209238	\$30,000.00	NewBay Media LLC

*Account soon to be closed

(B)

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SCHEDULE 4.7-2

TRADEMARK
REEL: 003584 FRAME: 0256

Name of Grantor	Date of Acquisition	Description of Acquisition
NewBay Media LLC	September 13, 2006	The Company purchased certain assets of CMP Entertainment Media, Inc., a Delaware company ("CMPE"), CMP Media LLC, a Delaware limited liability company ("CMPM") and UEMedia Community Sites, Inc., a Delaware corporation ("UEMC", and with CMPE and CMPM, the "CMP Sellers"), pursuant to an Agreement of Purchase and Sale of Assets, dated as of August 23, 2006 (the "CMP Agreement", and such transaction contemplated thereby, the "CMP Transaction").
NewBay Media LLC	June __, 2007	Pursuant to a Purchase Agreement (the "Purchase Agreement") by and among IMAS Publishing USA, Inc. ("IMAS USA"), JRS Publishing, Inc. ("JRS") and Daily Publishing, Inc. ("DPI"), and IMAS Publishing (Eur), Srl ("IMAS EUR"; together with IMAS USA, JRS and DPI, the "IMAS Sellers"), Stevan B. Dana ("Dana") and the Company, the Company will purchase certain assets of IMAS USA, JRS and DPI, along with the capital stock of IMAS Publishing (UK), Ltd. ("IMAS UK"), and through its wholly-owned Subsidiary, NewBay Media Italy Srl, the Company will purchase certain assets of IMAS EUR. (IMAS Sellers and IMAS UK are hereinafter, collectively, the "IMAS Companies")

(C)

Name of Grantor	Name of Issuer of Pledged LLC Interest/Pledged Partnership Interest
NewBay Media Holdings LLC	NewBay Media LLC
NewBay Media LLC	NewBay Media Italy Srl

SCHEDULE 4.6
TO PLEDGE AND SECURITY AGREEMENT

Name of Grantor	Description of Letters of Credit
None.	

SCHEDULE 4.7
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

(A) Copyrights and Domain Names

1. Copyrights

Title	Reg. No.	Date of Reg.
DV Magazine	TX 5-510-557	May 22, 2002
DV Magazine	TX 5-510-560	May 22, 2002
DV Magazine	TX 5-613-239	Sept. 21, 2002
DV Magazine	TX 5-613-238	Sept. 21, 2002
DV Magazine	TX 5-709-273	Mar. 28, 2003
DV Magazine	TX 5-712-463	Oct. 24, 2002
DV Magazine	TX 5-635-966	Nov. 4, 2002
DV Magazine	TX 5-709-271	Mar. 28, 2003
DV Magazine	TX 5-667-538	Jan. 7, 2003
DV Magazine	TX 5-709-270	Mar. 28, 2003
DV Magazine	TX 5-667-772	Feb. 19, 2003
DV Magazine	TX 5-709-269	Mar. 28, 2003
DV Magazine	TX 5-709-328	Mar. 13, 2003
DV Magazine	TX 5-709-272	Mar. 28, 2003
DV Magazine	TX 5-803-359	May 28, 2002
DV Magazine	TX 5-803-360	May 28, 2002
DV Magazine	TX 5-803-340	May 28, 2002
DV Magazine	TX 5-760-484	Nov. 4, 2002
DV Magazine	TX 5-760-486	Nov. 4, 2002
DV Magazine	TX 5-819-914	Apr. 11, 2003
DV Magazine	TX 5-819-924	May 13, 2003
DV Magazine	TX 5-794-362	June 8, 2003
DV Magazine	TX 5-774-842	July 11, 2003
DV Magazine	TX 5-892-377	Aug. 9, 2003
DV Magazine	TX 5-871-885	Sept. 10, 2003
DV Magazine	TX 5-905-823	Oct. 27, 2003
DV Magazine	TX 5-925-311	Mar. 26, 2004
DV Magazine	TX 5-925-313	Mar. 26, 2004
DV Magazine	TX 5-973-963	May 18, 2004
DV Magazine	TX 5-998-080	Jun. 18, 2004
DV Magazine	TX 6-031-109	Sept. 23, 2004
DV Magazine	TX 6-067-857	Nov. 22, 2004
DV Magazine	TX 6-115-709	Sept. 23, 2004
DV Magazine	TX 6-125-826	Mar. 2, 2005
DV Magazine	TX 6-112-309	Dec. 23, 2004
DV Magazine	TX 6-128-457	Jan. 21, 2005

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SCHEDULE 4.7-1

TRADEMARK
REEL: 003584 FRAME: 0259

Title	Reg. No.	Date of Reg.
DV Magazine	TX 6-340-764	Dec. 29, 2005
DV Magazine	TX 6-111-823	Feb. 28, 2005
DV Magazine	TX 6-157-884	March 21, 2005
DV Magazine	TX 6-163-173	April 15, 2005
DV Magazine	TX 6-217-498	May 16, 2005
DV Magazine	TX 6-201-347	June 13, 2005
DV Magazine	TX 6-198-842	July 14, 2005
DV Magazine	TX 6-222-625	Aug. 19, 2005
DV Magazine	TX 6-238-061	Sept. 13, 2005
DV Magazine	TX 6-243-765	Oct. 4, 2005
DV Magazine	TX 6-263-862	Nov. 10, 2005
Technology & Learning	TX 5-569-501	Jun. 20, 2002
Technology & Learning	TX 5-612-297	Sept. 17, 2002
Technology & Learning	TX 5-710-919	Oct. 24, 2002
Technology & Learning	TX 5-667-852	Nov. 18, 2002
Technology & Learning	TX 5-710-199	Jan. 27, 2003
Technology & Learning	TX 5-710-932	Feb. 26, 2003
Technology & Learning	TX 5-708-751	Mar. 24, 2003
Technology & Learning	TX 5-715-677	Apr. 18, 2003
Technology & Learning	TX 5-838-774	Jan. 3, 2003
Technology & Learning	TX 5-754-381	May 29, 2003
Technology & Learning	TX 5-769-459	June 25, 2003
Technology & Learning	TX 5-799-726	Sept. 22, 2003
Technology & Learning	TX 5-860-386	Oct. 27, 2003
Technology & Learning	TX 5-860-432	Nov. 18, 2003
Technology & Learning	TX 5-861-639	Dec. 12, 2003
Technology & Learning	TX 5-860-419	Jan. 26, 2004
Technology & Learning	TX 6-292-977	Dec. 30, 2005
Technology & Learning	TX 6-340-750	Dec. 29, 2005
Technology & Learning	TX 6-128-434	Jan. 21, 2005
Technology & Learning	TX 6-120-029	Feb. 28, 2005
Technology & Learning	TX 6-158-077	March 18, 2005
Technology & Learning	TX 6-167-066	April 26, 2005
Technology & Learning	TX 6-221-970	May 16, 2005
Technology & Learning	TX 6-205-518	June 24, 2005
Technology & Learning	TX 6-221-930	Aug. 17, 2005
Technology & Learning	TX 6-241-896	Sept. 28, 2005
Technology & Learning	TX 6-260-338	Oct. 27, 2005
Technology & Learning	TX 5-924-164	March 5, 2004
Technology & Learning	TX 5-916-207	April 4, 2004
Technology & Learning	TX 5-962-296	April 19, 2004
Technology & Learning	TX 6-035-783	June 21, 2004
Technology & Learning	TX 6-037-970	June 29, 2004
Technology & Learning	TX 6-024-872	Sept. 3, 2004
Technology & Learning	TX 6-055-957	Sept. 22, 2004
Technology & Learning	TX 6-145-159	Oct. 22, 2004

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SCHEDULE 4.7-2

<u>Title</u>	<u>Reg. No.</u>	<u>Date of Reg.</u>
Technology & Learning	TX 6-076-913	Dec. 3, 2004
Technology & Learning	TX 6-128-446	Jan. 21, 2005

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Auto Media	TX 6-266-513	Dec. 7, 2005
Auto Media	TX 6-266-512	Dec. 7, 2005
Auto Media	TX 6-266-450	Dec. 7, 2005
Auto Media	TX 6-266-449	Dec. 7, 2005
Auto Media	TX 6-266-449	Dec. 7, 2005
Auto Media	TX 6-266-447	Dec. 7, 2005
Auto Media	TX 6-266-445	Dec. 7, 2005
Auto Media	TX 6-266-446	Dec. 7, 2005
Auto Media	TX 6-266-444	Dec. 7, 2005
Auto Media	TX 6-337-480	Dec. 29, 2005
Auto Media	TX 6-255-665	Oct. 31, 2005
Auto Media	TX 6-262-842	Nov. 18, 2005
Bass Player	TX 6-291-543	Nov. 8, 2005
Bass Player	TX 6-337-443	Dec. 29, 2005
Bass Player	TX 6-202-403	July 22, 2005
Bass Player	TX 6-202-419	July 22, 2005
Bass Player	TX 6-202-421	July 22, 2005
Bass Player	TX 6-202-422	July 22, 2005
Bass Player	TX 6-202-390	July 25, 2005
Bass Player	TX 6-202-391	July 25, 2005
Bass Player	TX 6-237-992	Sept. 14, 2005
Bass Player	TX 6-222-629	Aug. 19, 2005
Bass Player	TX 6-237-986	Sept. 14, 2005
Bass Player	TX 6-243-803	Oct. 4, 2005
Digital Cinematography	TX 6-266-976	Nov. 23, 2005
Digital Cinematography	TX 6-266-977	Nov. 23, 2005
Digital Cinematography	TX 6-238-204	Sept. 28, 2005
Digital Cinematography	TX 6-262-841	Nov. 18, 2005
EQ	TX 6-266-511	Dec. 7, 2005
EQ	TX 6-291-541	Nov. 8, 2005
EQ	TX 6-202-529	July 22, 2005
EQ	TX 6-202-520	July 22, 2005
EQ	TX 6-202-521	July 22, 2005
EQ	TX 6-202-522	July 22, 2005
EQ	TX 6-202-523	July 22, 2005
EQ	TX 6-202-524	July 22, 2005
EQ	TX 6-230-176	Sept. 20, 2005
EQ-Virtual Studios Buyer's Guide	TX 6-202-525	July 22, 2005
EQ	TX 6-237-989	Sept. 14, 2005
EQ	TX 6-243-802	Oct. 4, 2005
Frets	TX 6-202-527	July 22, 2005
Frets	TX 6-202-526	July 22, 2005
Frets	TX 6-230-175	Sept. 20, 2005
Government Video	TX 6-266-452	Dec. 7, 2005
Government Video	TX 6-266-454	Dec. 7, 2005

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SCHEDULE 4.7-3

TRADEMARK
REEL: 003584 FRAME: 0261

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Government Video	TX 6-266-507	Dec. 7, 2005
Government Video	TX 6-266-453	Dec. 7, 2005
Government Video	TX 6-266-510	Dec. 7, 2005
Government Video	TX 6-266-509	Dec. 7, 2005
Government Video	TX 6-266-451	Dec. 7, 2005
Government Video	TX 6-266-457	Dec. 7, 2005
Government Video	TX 6-293-095	Dec. 8, 2005
Government Video & Supplement (2006 Calendar)	TX 6-337-481	Dec. 29, 2005
Government Video	TX 6-238-201	Sept. 28, 2005
Government Video	TX 6-255-673	Nov. 2, 2005
Guitar Player	TX 6-315-132	Dec. 7, 2005
Guitar Player	TX 6-337-465	Dec. 29, 2005
Guitar Player	TX 6-200-420	July 28, 2005
Guitar Player	TX 6-200-421	July 28, 2005
Guitar Player	TX 6-200-422	July 28, 2005
Guitar Player	TX 6-200-423	July 28, 2005
Guitar Player	TX 6-200-424	July 28, 2005
Guitar Player	TX 6-200-425	July 28, 2005
Guitar Player	TX 6-237-993	Sept. 14, 2005
Guitar Player	TX 6-222-645	Aug. 19, 2005
Guitar Player	TX 6-237-988	Sept. 14, 2005
Guitar Player – Icon Series	TX 6-255-674	Nov. 2, 2005
Guitar Player	TX 6-257-199	Oct. 4, 2005
Keyboard	TX 6-337-483	Dec. 29, 2005
Keyboard	TX 6-202-392	July 25, 2005
Keyboard	TX 6-202-393	July 25, 2005
Keyboard	TX 6-202-394	July 25, 2005
Keyboard	TX 6-202-395	July 25, 2005
Keyboard	TX 6-202-396	July 25, 2005
Keyboard	TX 6-202-397	July 25, 2005
Keyboard	TX 6-202-528	July 22, 2005
Keyboard	TX 6-222-644	Aug. 19, 2005
Keyboard	TX 6-237-987	Sept. 14, 2005
Keyboard	TX 6-243-710	Oct. 4, 2005
Keyboard	TX 6-255-626	Nov. 8, 2005
Media Line	TX 6-266-438	Dec. 7, 2005
Media Line	TX 6-296-450	Dec. 7, 2005
Media Line	TX 6-266-440	Dec. 7, 2005
Media Line	TX 6-296-451	Dec. 7, 2005
Media Line	TX 6-266-508	Dec. 7, 2005
Media Line	TX 6-266-439	Dec. 7, 2005
Media Line	TX 6-291-544	Nov. 8, 2005
Media Line	TX 6-238-198	Sept. 28, 2005
Pro Sound News	TX 2-935-244	Nov. 26, 1990
Pro Sound News	TX 2-935-243	Nov. 26, 1990
Pro Sound News	TX 2-935-242	Nov. 26, 1990
Pro Sound News	TX 2-935-241	Nov. 26, 1990
Pro Sound News	TX 2-935-240	Nov. 26, 1990
Pro Sound News	TX 2-935-239	Nov. 26, 1990
Pro Sound News	TX 2-935-238	Nov. 26, 1990

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SCHEDULE 4.7-4

TRADEMARK
REEL: 003584 FRAME: 0262

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Pro Sound News	TX 2-935-237	Nov. 26, 1990
Pro Sound News	TX 2-935-236	Nov. 26, 1990
Pro Sound News	TX 2-935-235	Nov. 26, 1990
Pro Sound News	TX 2-935-234	Nov. 26, 1990
Pro Sound News	TX 6-267-003	Nov. 22, 2005
Pro Sound News	TX 6-267-004	Nov. 22, 2005
Pro Sound News	TX 6-267-005	Nov. 22, 2005
Pro Sound News	TX 6-267-006	Nov. 22, 2005
Pro Sound News	TX 6-267-007	Nov. 22, 2005
Pro Sound News	TX 6-267-008	Nov. 22, 2005
Pro Sound News	TX 6-267-009	Nov. 22, 2005
Pro Sound News	TX 6-267-010	Nov. 22, 2005
Pro Sound News Supplement: Music Production Toolbox		
Pro Sound News & Supplement	TX 6-341-508	Dec. 29, 2005
Pro Sound News	TX 6-242-184	Sept. 30, 2005
Pro Sound News	TX 6-241-185	Sept. 30, 2005
Rental & Staging Systems	TX 6-337-426	Dec. 15, 2005
Rental & Staging Systems	TX 6-337-425	Dec. 15, 2005
Rental & Staging Systems	TX 6-337-471	Dec. 15, 2005
Rental & Staging Systems	TX 6-337-474	Dec. 15, 2005
Rental & Staging Systems	TX 6-337-475	Dec. 15, 2005
Rental & Staging Systems	TX 6-337-473	Dec. 15, 2005
Rental & Staging Systems	TX 6-337-472	Dec. 15, 2005
Rental & Staging Systems Supplement	TX 6-337-424	Dec. 15, 2005
Rental & Staging Systems	TX 6-293-093	Dec. 8, 2005
Residential Systems	TX 6-337-487	Dec. 15, 2005
Residential Systems	TX 6-296-406	Nov. 22, 2005
Residential Systems	TX 6-292-024	Nov. 22, 2005
Residential Systems	TX 6-337-486	Dec. 15, 2005
Residential Systems	TX 6-337-485	Dec. 15, 2005
Residential Systems	TX 6-337-484	Dec. 15, 2005
Residential Systems	TX 6-337-423	Dec. 15, 2005
Residential Systems	TX 6-296-471	Nov. 22, 2005
Residential Systems & Supplement: Integration at Home	TX 6-337-482	Dec. 29, 2005
Residential Systems	TX 6-238-200	Sept. 28, 2005
Residential Systems	TX 6-262-582	Nov. 2, 2005
Residential Systems	TX 6-255-721	Nov. 18, 2005
Systems Contractor News	TX 6-267-000	Nov. 22, 2005
Systems Contractor News	TX 6-266-999	Nov. 22, 2005
Systems Contractor News	TX 6-266-998	Nov. 22, 2005
Systems Contractor News	TX 6-266-997	Nov. 22, 2005
Systems Contractor News	TX 6-266-995	Nov. 22, 2005
Systems Contractor News	TX 6-267-117	Nov. 22, 2005
Systems Contractor News	TX 6-266-996	Nov. 22, 2005
Systems Contractor News & Supplement	TX 6-341-507	Dec. 29, 2005
Systems Contractor News	TX 6-241-188	Sept. 30, 2005
A Supplement to Systems Contractor News	TX 6-241-186	Sept. 30, 2005
Systems Contractor News	TX 6-264-297	Nov. 2, 2005

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SCHEDULE 4.7-5

TRADEMARK
REEL: 003584 FRAME: 0263

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Systems Contractor News	TX 6-264-298	Nov. 2, 2005
Systems Contractor News	TX 6-264-306	Nov. 18, 2005
Television Broadcast	TX 2-935-773	Nov. 26, 1990
Television Broadcast	TX 2-935-774	Nov. 26, 1990
Television Broadcast	TX 2-935-767	Nov. 26, 1990
Television Broadcast	TX 2-935-766	Nov. 26, 1990
Television Broadcast	TX 2-935-765	Nov. 26, 1990
Television Broadcast	TX 2-935-764	Nov. 26, 1990
Television Broadcast	TX 2-935-772	Nov. 26, 1990
Television Broadcast	TX 2-935-771	Nov. 26, 1990
Television Broadcast	TX 2-935-770	Nov. 26, 1990
Television Broadcast	TX 2-935-768	Nov. 26, 1990
Television Broadcast	TX 2-935-769	Nov. 26, 1990
Television Broadcast	TX 6-266-443	Dec. 7, 2005
Television Broadcast	TX 6-266-441	Dec. 7, 2005
Television Broadcast	TX 6-266-442	Dec. 7, 2005
Television Broadcast	TX 6-293-094	Dec. 8, 2005
Television Broadcast	TX 6-238-199	Sept. 28, 2005
Television Broadcast	TX 6-262-590	Nov. 2, 2005
Videography	TX 3-024-647	Jan. 23, 1991
Videography	TX 3-024-645	Jan. 23, 1991
Videography	TX 3-024-646	Jan. 23, 1991
Videography	TX 3-024-283	Jan. 23, 1991
Videography	TX 3-024-644	Jan. 23, 1991
Videography	TX 3-024-670	Jan. 23, 1991
Videography	TX 3-024-669	Jan. 23, 1991
Videography	TX 3-024-668	Jan. 23, 1991
Videography	TX 3-024-667	Jan. 23, 1991
Videography	TX 3-024-672	Jan. 23, 1991
Videography	TX 3-024-671	Jan. 23, 1991
Videography	TX 3-024-673	Jan. 23, 1991
Videography	TX 6-266-978	Nov. 23, 2005
Videography	TX 6-266-689	Nov. 23, 2005
Videography	TX 6-266-991	Nov. 23, 2005
Videography	TX 6-266-685	Nov. 23, 2005
Videography	TX 6-266-684	Nov. 23, 2005
Videography	TX 6-266-686	Nov. 23, 2005
Videography	TX 6-266-687	Nov. 23, 2005
Videography	TX 6-266-683	Nov. 23, 2005
Videography	TX 6-337-464	Dec. 29, 2005
Videography	TX 6-238-203	Sept. 28, 2005
Videography	TX 6-255-669	Nov. 2, 2005

2. Domain Names:

The following domain names are owned by the Company prior to the consummation of the transactions under the Purchase Agreement:

Domain Name

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SCHEDULE 4.7-6

Domain Name
21CENTURYCONNECTIONS.COM
2-POP.COM
2-POPFORUMS.COM
2-POPHD.COM
ADVANCEDMEDIAREPORT.COM
AESDAILY.COM
AES-DAILY.COM
AUDIOGROUPFORUM.COM
AUTOMEDIAMAG.COM
AVEDUCATIONONLINE.COM
AVMINISTER.COM
AVWORSHIPSYSTEMS.COM
BACKSTAGE-LOUNGE.BIZ
BACKSTAGE-LOUNGE.COM
BACKSTAGE-LOUNGE.INFO
BACKSTAGELOUNGE.NET
BACKSTAGE-LOUNGE.NET
BACKSTAGE-LOUNGE.ORG
BASSPLAYER.COM
BASSPLAYERESPANOL.COM
BASSPLAYERLIVE.COM
BUILDYOUROWNSTUDIO.COM
CARSOUND.COM
CEDIADAILY.COM
CINEGEAREXPONEWS.COM
CINEGEARNEWS.COM
CINEMATOGRAPHER.COM
CINEMATOGRAPHYWORLD.COM
CMPEMEDIA.COM
CMPINFORMATION-US.COM
CMPI-US.COM
CONVENTIONNEWS.COM
CREATIVEPLANETCOMMUNITIES.COM
DCINEMATOGRAPHY.COM
DESIGNINMOTION.COM
DIGITALCINEMAMAG.COM
DIGITALMEDIADC.COM
DIGITALSIGNAGEMAG.COM
DIGITALSIGNAGEWEEKLY.COM
DIGITALTELEVISION.COM
DIGITAL-TELEVISION.COM
DIGITALTELEVISION.NET
DIRECTORSWORLD.COM
DISPLAYLA.COM
DMXR100FORUM.COM

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SCHEDULE 4.7-7

TRADEMARK
REEL: 003584 FRAME: 0265

Domain Name
DTEXPERIENCE.COM
DTVIT.COM
DTV-IT.COM
DV.COM
DVBUYERSGUIDE.COM
DVCERTIFICATION.COM
DVCERTIFIED.COM
DVCLASSIFIED.COM
DVDAILY.COM
DVDCONFERENCE.COM
DVDEMOREEL.COM
DVDEMOREELS.COM
DVDPRODUCTION.COM
DVEXPO.COM
DVEXPOEAST.COM
DVEXPOWEST.COM
DV-FORUMS.COM
DVINTHECLASSROOM.COM
DVJOBS.COM
DVLIVE.COM
DVMAG.COM
DVMEDIAGROUP.COM
DVTHEATER.COM
DVTOOLS.COM
DVWEBVIDEO.COM
DVWEEKLY.COM
DYNAMICSIGNAGEDIRECTORY.COM
EDITORSNET.COM
ENTERTAINMENTMEDIAEXPO.COM
ENTERTAINMENTPACKAGING.COM
ENTERTAINMENTTECH.COM
ENTERTAINMENTTECHNOLOGYNETWORK.COM
EQBUYERSGUIDE.COM
EQBUYERSGUIDE.COM
EQMAG.COM
EQMAG.EU
EQMAG.TV
EQMAGESPANOL.COM
FILMFESTDAILY.COM
FRETSMAG.COM
FRETSMAGAZINE.COM
GIGMAG.COM
GOVERNMENTVIDEO.COM
GOVERNMENTVIDEO.COM
GPTEEN.COM

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SCHEDULE 4.7-8

Domain Name
GUITAR-BUSINESS.COM
GUITARPLAYER.COM
GUITARPLAYERESPANOL.COM
GUITARPLAYERTEEN.COM
GVEXPO.COM
GVMAG.COM
HDHOUSE.NET
HDROADSHOW.COM
HDRVROADSHOW.COM
HOLLYWOODDC.COM
HOTIMPORTNEWS.COM
IBCDAILY.COM
IBC-DAILY.COM
INFOCOMM DAILY.COM
INSTALLERADVISOR.COM
INSTALLERFINDER.COM
INSTALLERLOCATOR.COM
INSTALLERNETWORK.COM
K12BLUEPRINT.COM
KEYBOARDMAG.COM
KEYBOARDMAGESPANOL.COM
LINEARRAYS.COM
LIVEFROMAES.COM
LIVEFROMCEDIA.COM
LIVEFROMCES.COM
LIVEFROMGVEXPO.COM
LIVEFROMINFOCOMM.COM
LIVEFROMMEDIA-TECH.COM
LIVEFROMNAB.COM
LIVEFROMNAMM.COM
LIVEFROMNSCA.COM
LIVEFROMSIGGRAPH.COM
LIVEFROMSUNDANCE.COM
LIVESOUNDWORKSHOP.COM
MACREATE.COM
MEDIALINENEWS.COM
MICTECHNIQUES.COM
MUSIC-AND-COMPUTERS.COM
MUSICGEARONLINE.COM
MUSICMAGS.COM
MUSICPLAYER.BIZ
MUSICPLAYER.COM
MUSICPLAYER.NET
MUSICPLAYERLIVE.COM
MUSICPLAYERNETWORK.COM

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SCHEDULE 4.7-9

TRADEMARK
REEL: 003584 FRAME: 0267

Domain Name
MUSICPLAYERNETWORK-NL.COM
MUSICPLAYERPRODUCTIONS.COM
MUSICPRODUCTIONTOOLBOX.COM
MUSICYELLOWPAGE.COM
MUSICYELLOWPAGES.COM
MUSIC-YELLOW-PAGES.COM
MUSICYELLOWPAGES.ORG
MYBPTV.COM
MYEQ.TV
MYEQTV.COM
MYMP.TV
MYMPTV.COM
MYMUSICPLAYER.TV
MYMUSICPLAYERTV.COM
NABDAILY.COM
NAB-DAILY.COM
NABLIVE.COM
NAMMDAILY.COM
NEWBAY-MEDIA.COM
OBTRUCKDIRECTORY.COM
OURFTPSITE.COM
PANASONICPRO.COM
PARKCITYDIGITALREPORT.COM
POSTINDUSTRY.COM
PRODUCTIONTRUCKDIRECTORY.COM
PRONETGUIDE.COM
PROSOUNDNEWS.COM
READERINFO.COM
RENTALANDSTAGING.COM
RENTALSTAGING.COM
RESMAGONLINE.COM
RSDIRECTORY.COM
RSYSTEMSONLINE.COM
SAILORFLOP.COM
SCHOOLCIO.COM
SELLINGTOTHEFEDS.COM
SIGGRAPHDAILY.COM
SONYCINEMATOGRAPHER.COM
SONYDIGITALCINEMA.COM
SONYDIGITALVIDEO.COM
SONYDMX-R100.COM
SONYDOWNLOADS.COM
SONYUSAHDCAM.COM
SONYUSANETWORK.COM
SPORTSTVPRODUCTION.COM
SURROUND.COM

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SCHEDULE 4.7-10

Domain Name
SURROUNDEXPO.COM
SURROUNDMUSICEXPERIENCE.COM
SURROUNDPRO.COM
SURROUNDPROFESSIONAL.COM
SYSTEMSCONTRACTOR.COM
SYSTEMSGROUPFORUM.COM
TECHLEARNING.BIZ
TECHLEARNING.COM
TECHLEARNING.INFO
TELEVISIONBROADCAST.COM
TELEVISIONTECH.COM
TELEVISIONTECHNOLOGY.COM
TELEVISION-TECHNOLOGY.COM
THESCHUBINREPORT.COM
TVBROADCAST.COM
TVTRUCKDIRECTORY.COM
UEMEDIA.COM
UEMEDIA.NET
UEMFORUMS.COM
UEM-FORUMS.COM
UEMNEWS.COM
ULTIMATEGEARGUIDE.COM
VFXPRO.COM
VIDEOGRAPHY.COM
VIDEOGROUPOFORUM.COM
VIDY.COM
VIRTUALNAB.COM
WEINSTOCKMEDIA.COM
WEINSTOCKMEDIAANALYSIS.COM
WHATSNEWATAES.COM
WHATSNEWATCEDIA.COM
WHATSNEWATCES.COM
WHATSNEWATINFOCOMM.COM
WHATSNEWATNAB.COM
WHATSNEWATNSCA.COM
WHATSNEWATSCNA.COM
WHATSNEWATSEMA.COM
WHATSNEWGEAR.COM
WIN-GEAR.COM

The following domain names will be assigned to the Company in connection with the transactions to be consummated pursuant to the Purchase Agreement:

Domain Name

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SCHEDULE 4.7-11

Domain Name
ASOUNDPROSGUIDETOVIDEO.COM
AUDIOMEDIA.COM
AUDIOPROFILES.CO.UK
BROADCAST.IT
BROADCASTMARKET.COM
BROADCAST-MARKET.COM
BROADCASTPRODUCTION.IT
EDITMATCH.COM
IMASLIBRARY.COM
IMASPUB.COM
PROAUDIOREVIEW.COM
RADIOWORLD.COM
RWONLINE.COM
SOUNDPROSGUIDE.COM
SOUNDPROSGUIDETOVIDEO.COM
TVTECH.COM
TVTECHNOLOGY.COM
TV-TECHNOLOGY.COM

(B) Copyright Licenses

1. Oral license between IMAS USA and IMAS Publishing (HK) Ltd. ("IMAS HK") under which IMAS HK has the right to translate into Chinese and republish any articles from IMAS-owned publications in Broadcast & Production China.*

*Assumption by the Company of this oral agreement is subject to and conditioned on delivery by the IMAS Sellers to the Company, on the Closing Date, of written confirmation, in form and substance satisfactory to the Company, from each of EMS and IMAS HK that the oral agreement(s) to which they are respectively party will, from and after the Closing Date, be terminable by the Company at any time for convenience on 60 days notice without penalty, interest or fees.

All of the following documents have been assigned to the Company in connection with the CMP Transaction:

2. License Agreement, dated December 16, 2002 (addendum executed January 1, 2003) between CMP Information and Gale Group, related to the license of certain publications for distribution.



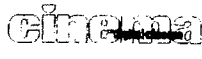

3. LexisNexis License Agreement, dated August 24, 2005 (addendum executed March 1, 2006), between CMP Media LLC and LexisNexis, related to the license of certain publications for distribution.
4. Information Provider Agreement, dated December 19, 2002, between CMP Media LLC and Dow Jones Reuters Business Interactive, LLC, related to the license of certain publications for distribution.
5. License Agreement, dated January 1, 2004, between CMP Media LLC and ProQuest Information and Learning Company, related to the license of certain publications for distribution.
6. Reseller Affiliation Agreement, dated December 12, 2005, between CMPI and KeepMedia, Inc., related to the license of certain content for distribution.
7. Website Development, License, Hosting and Maintenance Agreement, dated December 1, 2004, between The Music Player Network and Abacus Emedia, related to web hosting, development and support.
8. Licensing Agreement between CMP Information and Sonicbids Corporation, dated September 8, 2005, relating to license of electronic submission platform.
9. Agreement, dated September 1, 1988, between GPI Publications and Rittor Music, relating to license of certain content for distribution.
10. Translation and Publication License Agreement, dated November 1, 1995, between GPI Corporation and Editora Talisma Ltda. (most recent amendment dated February 18, 2004), relating to license of certain content.
11. License Agreement, dated January 1, 2005, between CMP Information, Inc. and MC Ediciones S.A., relating to license of certain content.
12. Agreement between PR Newswire Association LLC and CMP Entertainment Media, Inc., dated as of March 7, 2006.

(C) Patents – NONE

(D) Patent Licenses -- NONE

(E) Trademarks







Grantor: NewBay Media LLC

TRADEMARK	COUNTRY	APP. NO.	REG. NO.
2-POP	USA	78/727,137	3192266
2-POP	USA	78/727,138	3192267
	USA	78/736,703	3192330
	USA	78/736,704	3192331
AVWORSHIP	USA	78/778,217	3158718
AVWORSHIP	USA	78/778,231	3158719
AVWORSHIP SYSTEMS	USA	78/778,205	
BACKSTAGE LOUNGE	USA	78/457,646	3062402
BASS PLAYER	USA	75/187,054	2142153
BASS PLAYER	USA	78/534,936	3156335
BASS PLAYER	USA	78/534,923	3116229
	USA	76/187,741	2,593,230
	USA	74/110,506	1668095
BE A PLAYER	USA	76/187,743	2,555,512
CAR SOUND & PERFORMANCE	USA	78/660,290	3176394
CINEMATOGRAPHER	USA	78/725,335	3135885
CINEMATOGRAPHER	USA	78/725,336	3176552
DESIGN IN MOTION	USA	78/727,113	3183219
DESIGN IN MOTION	USA	78/727,114	3192264
DIGITAL SIGNAGE QUARTERLY	USA	78/607,350	3110741
DIRECTORS WORLD	USA	78/722,660	
DIRECTORS WORLD	USA	78/722,662	3210580
EDITORS NET	USA	78/722,547	3133059
EDITORS NET	USA	78/722,548	
EQ	USA	78/431,745	2970580
EQ	USA	78/430,961	3040500
FRETS	USA	76/976,041	2837121
FRETS	USA	76/342,603	3117473

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SCHEDULE 4.7-14

TRADEMARK
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TRADEMARK	COUNTRY	APP. NO.	REG. NO.
	USA	78/671,657	
	USA	78/671,659	
	USA	78/671,660	
	USA	78/671,661	
GOVERNMENT VIDEO	USA	78/643,636	3097930
GOVERNMENT VIDEO	USA	78/643,637	3097931
GOVERNMENT VIDEO & TECHNOLOGY EXPO	USA	78/651,097	3191504
GOVERNMENT VIDEO & TECHNOLOGY EXPO	USA	78/651,098	3191505
GUITAR PLAYER	USA	75/026,040	2006354
GUITAR PLAYER	USA	78/537,763	
GUITAR PLAYER	USA	78/535,119	3,116,230
GuitarPlayer	USA	78/546,625	
GuitarPlayer	USA	78/536,667	3,116,246
GUITAR PLAYER'S GUITAR HERO	USA	78/671,640	
GUITAR PLAYER'S GUITAR HERO	USA	78/671,641	
KEYBOARD	USA	73/460,483	1336575
KEYBOARD	USA	78/553,370	3119516
KEYBOARD	USA	78/534,854	3125852
MEDIALINE	USA	78/647,018	3095573
MEDIALINE	USA	78/647,019	3095574
MUSIC PLAYER	USA	78/535,116	3150536
MUSIC PLAYER LIVE!	USA	78/650,065	
MUSIC PLAYER LIVE!	USA	78/647,022	3198161
MUSIC PLAYER LIVE! 	USA	78/714,900	
MUSIC PLAYER LIVE! 	USA	78/714,901	3189085

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SCHEDULE 4.7-15

TRADEMARK	COUNTRY	APP. NO.	REG. NO.
MUSIC PLAYER NETWORK	USA	78/714,842	
MUSIC PLAYER NETWORK 	USA	78/714,839	
MUSIC TECHNOLOGY BUYER'S GUIDE	USA	78/729,160	3178784
POST INDUSTRY	USA	78/722,593	
POST INDUSTRY	USA	78/722,594	
PRO SOUND NEWS	USA	73/572,553	1393604
PRO SOUND NEWS	USA	78/609,815	3185712
RENTAL & STAGING SYSTEMS	USA	78/643,638	3226101
RENTAL & STAGING SYSTEMS	USA	78/643,640	3226102
systems	USA	76/187,742	2,580,497
RESIDENTIAL SYSTEMS	USA	78/644,769	3095527
RESIDENTIAL SYSTEMS	USA	78/644,771	3095528
scn	USA	78/679,022	3141561
scn	USA	78/674,590	3141553
SportsTV PRODUCTION	USA	78/671,433	3143757
SportsTV PRODUCTION	USA	78/671,432	3226112
SURROUND	USA	78/643,656	3200595
SURROUND PROFESSIONAL	USA	78/660,292	3098252
SURROUND PROFESSIONAL	USA	78/660,293	3148044
SYSTEMS CONTRACTOR NEWS	USA	78/579,741	3060355
SYSTEMS CONTRACTOR NEWS	USA	78/579,742	3141369
TVB TELEVISION BROADCAST	USA	78/669,570	
TVB TELEVISION BROADCAST	USA	78/669,568	
TVB TELEVISION BROADCAST	USA	78/669,569	
TVB TELEVISION BROADCAST	USA	78/669,567	
VIDEOGRAPHY	USA	78/643,652	3090349
VIDEOGRAPHY	USA	73/071,906	1043865
VIDEOGRAPHY	USA	78/643,653	3090350

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SCHEDULE 4.7-16

TRADEMARK	COUNTRY	APP. NO.	REG. NO.
VIRTUAL STUDIO BUYER'S GUIDE	USA	78/766,714	
WHAT'S NEW AT NAB	USA	78/697,897	3214942
WHAT'S NEW AT NAB	USA	78/697,904	3132590
BASS PLAYER	BRAZIL	819.818.801	819.818.801
BASS PLAYER	JAPAN	2005-062587	4942523
CINEMATOGRAPHER	CHINA	5171222	
CINEMATOGRAPHER	CHINA	5171223	
CINEMATOGRAPHER	GERMANY	306 12	
CINEMATOGRAPHER	INDIA	1430370	
CINEMATOGRAPHER	JAPAN	2006-019597	
DIGITAL CINEMATOGRAPHY	CHINA	5171220	
DIGITAL CINEMATOGRAPHY	CHINA	5171221	
DIGITAL CINEMATOGRAPHY	INDIA	1423668	
DIGITAL CINEMATOGRAPHY	JAPAN	2006-015499	
EQ	JAPAN	2006-003920	
GUITAR AND BASS PLAYER	POLAND	Z298933	
GUITAR PLAYER	CANADA	613853	TMA388,150
GUITAR PLAYER	FRANCE	258,864	1,734,015
GUITAR PLAYER	ITALY	M191C00520	620852
GUITAR PLAYER	JAPAN	2005-062585	4942522
GUITAR PLAYER	POLAND	Z-161 462	112266
GUITAR PLAYER	SPAIN	2661720	
KEYBOARD	CANADA	613855	TMA361,045
KEYBOARD	FRANCE	258863	1636293
KEYBOARD	ITALY	M191C00521	620853
KEYBOARD	JAPAN	2005-062586	
KEYBOARD	MEXICO	212667	482209
KEYBOARD	UNITED KINGDOM	1453126	1453126
MEDIALINE ASIA	AUSTRALIA	1085010	1085010
MEDIALINE ASIA	CHINA	5016211	
MEDIALINE ASIA	HONG KONG	300528200	300528200
MEDIALINE ASIA	INDIA	1397511	
MEDIALINE ASIA	INDONESIA	D00.2005026138	
MEDIALINE ASIA	JAPAN	2005-106814	
MEDIALINE ASIA	NEW ZEALAND	738438	738438
MEDIALINE ASIA	PHILIPPINES	4-2005-11421	
MEDIALINE ASIA	SINGAPORE	T05/22259F	
MEDIALINE ASIA	TAIWAN	94054150	

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SCHEDULE 4.7-17

TRADEMARK	COUNTRY	APP. NO.	REG. NO.
MEDIALINE ASIA (Chinese characters)	CHINA	5163295	
MEDIALINE ASIA (Chinese characters)	HONG KONG	300584596	300584596
MEDIALINE ASIA (Chinese characters)	TAIWAN	95007519	
MUSIC PLAYER	UNITED KINGDOM	2393687	2393687
VFXPRO	CHINA	5171219	
VFXPRO	FRANCE	06/3415673	063415673
VFXPRO	INDIA	1423669	
VFXPRO	JAPAN	2006-019598	
VFXPRO	UNITED KINGDOM	2415890	

TRADEMARK	COUNTRY	APP. NO.	REG. NO.
DV	USA	74/802,593	1977500
DV	USA	74/536,295	2157804
DV	USA	76/419,765	2733574
DV	USA	76/332,818	2728342
DV DIGITAL VIDEO CERTIFIED	USA	78/259,309	3142839
DV DIGITAL VIDEO EXPO	USA	75/052,766	2124481
DV	USA	74/546,258	2064166
DV EXPO	USA	76/332,817	2841883
DV EXPO EAST	USA	76/342,260	2783371
DV EXPO WEST	USA	76/342,261	2783372
DV WEB VIDEO	USA	75/942,782	2450360
DIGITAL VIDEO	USA	74/418,175	1861495
DIGITAL VIDEO MAGAZINE	USA	74/437,317	1861504
DV	INDIA	1146447	1146447
DV	INDIA	1242356	1242356
DV	ITALY	6372 2002 MI	
DV	TAIWAN	86062578	831163
DIGITAL VIDEO	MACEDONIA	1996/95	8441

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SCHEDULE 4.7-18

TRADEMARK
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TRADEMARK	COUNTRY	APP. NO.	REG. NO.
DIGITAL VIDEO	RUSSIAN FEDERATION	95714568	158586
DIGITAL VIDEO	RUSSIAN FEDERATION	2006708832	
DIGITAL VIDEO	SPAIN	2464765	2464765
TECHNOLOGY & LEARNING	USA	74/091,803	1,951,628

TRADEMARK	COUNTRY	APP. NO.	REG. NO.
BROADCAST EQUIPMENT EXCHANGE	USA	73579523	1431054
RADIO WORLD (STYLIZED TYPE)	USA	73579524	1431055
TV TECHNOLOGY	USA	77167605	
RADIO WORLD	GREAT BRITAIN	1583731	1583731
PRO AUDIO REVIEW (STYLIZED TYPE)	USA	74726472	2133676
PRO AUDIO REVIEW	USA	74726471	2143845

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SCHEDULE 4.7-19

TRADEMARK
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(F) Trademark Licenses –

The following licenses will be assigned to the Company pursuant to the terms of the Purchase Agreement:

1. Trademark & Content Republication License, dated as of June 1, 2006, between IMAS Publishing (USA), Inc. and Pro Audio Communications & Services.
2. Trademark & Content Republication License, dated as of June 1, 2006, between IMAS Publishing (USA), Inc. and EMS Inc.
3. Trademark Republication Agreement, dated as of April 10, 2003, as amended as of June 6, 2007, between IMAS Publishing (USA), Inc. and IMAS Publishing (HK), Ltd.
4. Trademark & Content Replication License dated: 3 February 2004 between IMAS Publishing (USA), Inc. and EMS, Inc. for the right to use the Mark and the right to publish Content from TV Technology and Audio Media translated into Japanese, in copies of TVT-J and AM-J distributed in Japan.
5. Trademark & Content Replication License dated: January 1, 2004 between IMAS Publishing (USA), Inc. and Pro Audio Communication & Services for the right to use the Mark and the right to publish Content from Audio Media translated into French, in copies of Realisa-Son distributed in France.
6. Trademark & Content Replication License orally agreed upon between IMAS Publishing (USA), Inc. and IMAS Publishing (HK) Ltd. for the right to use the Mark and the right to publish Content from all IMAS owned titles translated into Chinese, in copies of B&P China distributed in China.

(G) Trade Secret Licenses -- N/A

(H) Intellectual Property Exceptions

1. In connection with the Purchase Agreement and the transactions contemplated thereby, the Disclosure Schedules of the IMAS Sellers delivered pursuant to the Purchase Agreement disclosed the following with respect to Intellectual Property (capitalized terms not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement):

The IMAS Sellers contract for creation of content for their Products from freelance authors and other independent contractors whereby the Intellectual Property has been licensed on a limited basis or for limited uses.

For example, in regard to articles submitted by outside writers, the IMAS Sellers' general business practices are to acquire the articles with the (oral) understanding that the IMAS Sellers have first use rights to use the articles in its Products in the markets addressed by the articles. This is interpreted to mean use of the article in any and all of the IMAS Sellers' publications and websites in those markets.

There are some regular outside writers who require a discounted "flip-fee" for re-use of their articles in other IMAS Sellers' publications. These writers primarily write for Audio Media and Pro Audio Review. Generally, the IMAS Sellers avoid re-using these writers' articles beyond the first use and pay the "flip-fee" when necessary.

Likewise, the Products contain work products of others which are placed in the Products for a fee, including without limitation advertisements.

Intellectual Property licensed to the IMAS Companies under Third Party Licenses are pursuant to standard commercial licenses. Third parties that provide goods and services to the IMAS Companies, including without limitation distribution, publication and marketing services, produce their work product and services under standard commercial agreements which provide Intellectual Property on a limited basis or for limited uses.

As a consequence, use of the Products may be limited by the scope of these contracts and the ownership of the Intellectual Property by the authors, grantors, and other title holders.

The IMAS Companies also have oral agreements, including with certain freelancers, who are paid per article published and who were paid a minimum of \$5,000 in 2006. These agreements are cancelable by the IMAS Companies on not more than 60 days notice.

All non-staff writer Audio Media authors require flip fees for re-use in other publications (30 percent of original word count/fee internal, 40 percent external). Audio Media also uses 'flips' from the Australian magazine Audio Technology on occasion -- permissions for these have to be sought per article as there is no formal agreement.

2. In connection with the CMP Transactions, the Disclosure Schedules of the CMP Sellers delivered pursuant to the CMP Agreement disclosed the following (capitalized terms have the meanings ascribed to them in the CMP Agreement):

Certain freelancers that have performed services for the Business have not entered into written agreements. Certain freelancers and independent contractors have

signed forms of freelance or author agreements that do not transfer “all rights” including copyrights to the CMP Sellers, but rather grant the CMP Sellers a non-exclusive license to use any work product or content created by such freelancer or independent contractor in Publications, on Sites and in other Products and to sublicense those rights under certain circumstances. Certain freelance writers for the Entertainment Technology division have not granted “all rights” but have verbally granted first North American print rights (including the applicable Publication’s site). A fee must be paid to freelance photographers before re-using a photograph taken by such photographer, and a limited number of Music Player division writers have in the past requested compensation to permit the printing of their articles.

3. The Company acquired the trademark registrations listed at (E) above in connection with the CMP Transaction. The acquisition by the Company of these trademarks may not currently be reflected in all of the trademark offices in which the marks were originally registered, particularly outside the United States.

4. Activision Publishing, Inc. (“Activision”), the manufacturer of the video game “Guitar Hero” (the “Game”), has notified the Company that it considers certain of the Company’s marks which contain the words “guitar hero” to be infringing certain Activision marks relating to the Game. The Company is in discussion with Activision regarding resolution of this matter.

SCHEDULE 4.8
TO PLEDGE AND SECURITY AGREEMENT

Name of Grantor	Commercial Tort Claims
	None.

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