

## SECURITY AGREEMENT

This Security Agreement (this "Security Agreement") is made as of \_\_\_\_\_, 2018, by and between JDK Broadcasting LLC, a Nevada limited liability company ("Buyer"), in favor and for the benefit of Buckaroo Broadcasting, LLC, a Washington limited liability company (together with its successors or assigns, "Seller").

### RECITALS

A. Pursuant to that certain Purchase and Sale Agreement, dated \_\_\_\_\_, 2018 by and among Buyer and Seller (the "Purchase Agreement"), Buyer purchased from Seller all of Seller's right, title and interest in the assets comprising radio broadcast stations KWNA-AM (Facility Id. No. 60046), KWNA-FM (Facility Id. No. 60047) and K221AG (Facility Id. No. 28085), each located in Winnemucca, Nevada; (the "Stations"). All capitalized terms used in this Security Agreement without otherwise being defined herein shall have their respective meanings set forth in the Purchase Agreement.

B. Buyer delivered to Seller that certain Secured Promissory Note in the original principal amount of \$100,000.00 made by Buyer in favor of Seller and of even date herewith (as amended, supplemented, restated or otherwise modified and in effect from time to time, the "Note") as payment of a portion of the purchase price due to Seller under the terms of the Purchase Agreement.

C. Buyer and Seller are entering into this Security Agreement to secure Buyer's repayment obligations to Seller in accordance with the Note.

### AGREEMENT

In consideration of the foregoing, Buyer and Seller hereby agree as follows:

1. **Definitions.** In addition to the other terms defined herein, the following terms have the meanings ascribed below:

1.1 ***Collateral*** means collectively all of the assets of Seller, whether tangible or intangible, wherever the same may be located, including without limitation those assets now existing and those assets hereafter acquired, and all of the assets of the Stations, whether tangible or intangible, including without limitation those assets now existing and those assets hereafter acquired that are used in connection with the operations of the Stations, wherever the same may be located, and, without limiting the generality of the foregoing, all of the assets described on Exhibit A, which is attached hereto and made a part hereof by this reference; provided that any license granted by the Federal Communications Commission (the "FCC") may not as a matter of law be pledged or hypothecated. Collateral also includes the proceeds and products received from any sale, use, conversion or other disposition of the Collateral, and any replacements, renewals or additions to the Collateral, together with proceeds and products.

Additionally, the general intangibles from the operation of the Stations shall be deemed part of the Collateral.

1.2 **Obligations** mean all debts, liabilities and obligations now or hereafter owed by Buyer to Seller, specifically including without limitation the liabilities and obligations evidenced by the Note, plus all costs of collecting the Obligations, including but not limited to attorney's fees and court costs.

2. **Grant of Security Interest.** As security for the prompt payment and performance of the Obligations, Buyer grants to Seller a first priority, present, unconditional, and continuing security interest in the Collateral. The Collateral shall be held by the Buyer, unless and until an event of default occurs and any applicable cure period expires.

3. **Perfection of Security Interest.** At any time, upon demand of Seller, Buyer will execute any notice, financing statement or other instrument which Seller deems to be necessary or appropriate to create, continue or perfect the security interest granted by this Security Agreement or to enable Seller to exercise or enforce its rights under this Security Agreement.

4. **Power of Attorney.** Buyer hereby grants to Seller the right and power to:

(a) execute, in Buyer's name, one or more financing statements, continuation statements or other documents under the Washington Uniform Commercial Code (and the uniform commercial codes of any other state in which Seller deems the filing of such documents to be necessary or desirable) covering the Collateral, and naming Buyer as "debtor" and Seller as a "secured party";

(b) correct and complete any financing statements, continuation statements or other documents that have been signed by Buyer or Seller; and

(c) amend this Security Agreement for the purpose of reflecting any hereafter acquired Collateral.

5. **Representations, Warranties and Covenants.** Buyer represents, warrants and agrees that:

5.1 *Ownership and Custody of Collateral.* Buyer has good and marketable title to the Collateral, free and clear of all liens, encumbrances, adverse claims and security interests and will defend such title and Seller's interest therein. Buyer will indemnify and defend Seller, and hold it harmless from any loss or liability incurred by it in the defense of title. Buyer will maintain the Collateral in good condition at all times, in accordance with the highest standards, and will not permit the Collateral to be used in an unlawful or injurious manner.

5.2 *Protection of Collateral.* Buyer will keep the Collateral free and clear of all

liens, encumbrances, adverse claims and security interests, excepting only the first priority lien and security interest granted by this Security Agreement and the liens, encumbrances, adverse claims and security interests approved by Seller in writing, and shall keep the inventory (other than inventory sold in the ordinary course of business or inventory in transit) in Sierra County and Plumas County, California. No other financing statements, security agreements or other instruments naming Buyer as “debtor” and affecting the Collateral exist or are on file or are recorded in any public office. Without first obtaining the prior written consent of Seller, Buyer will not transfer or further encumber any part of the Collateral or any interest in the Collateral. Buyer will insure the Collateral against risk of damage, loss and destruction in such amounts and with such insurance company or companies as are acceptable to Seller. Such insurance policies shall name Seller as an insured party, and shall provide that written notice of cancellation be delivered to Seller, at a minimum, thirty (30) calendar days before cancellation. Buyer shall deliver to Seller evidence of compliance with this provision. Buyer assumes all responsibility and liability arising from the use of the Collateral, and will indemnify and hold Seller, its members and managers and such members’ and managers’ members, shareholders, directors, officers, agents and employees harmless from any and all loss or damage to persons or property resulting from the use of the Collateral.

5.3 *Performance.* Buyer will perform promptly all of its Obligations.

5.4 *Location of Records and Collateral.* The Collateral and Buyer’s records concerning the Collateral are kept at 135 W 2nd St, Winnemucca, NM 89445. Buyer will promptly notify Seller of any change in the location of its place of business, the Collateral or its records concerning the Collateral, and of any hereafter acquired Collateral.

5.5 *Access to Records.* Buyer will maintain full and accurate books of account, ledgers and other written records relating the Collateral. Seller shall at all times have the right to inspect any of Buyer’s records relating the Collateral and the right to obtain copies of the records. Seller understands that such books and records may contain proprietary or confidential information, and agrees to use all commercially reasonable efforts to maintain the confidentiality of such information.

5.6 *Litigation.* No unsatisfied judgments, decrees or orders of any court or governmental body are outstanding against Buyer or against the Collateral. No proceedings are pending, nor has Buyer been threatened with the institution of proceedings, before any court or governmental body which will materially and adversely affect the financial condition of Buyer or the status of the Collateral.

5.7 *Payment of Taxes and Indebtedness.* Buyer will promptly pay all undisputed liens, taxes, assessments or contributions required by law which may come due and which are lawfully levied or assessed with respect to any of the Collateral, and will promptly give Seller written notice of any disputed liens, taxes, assessments or contributions it chooses not to pay. Buyer will execute and deliver to Seller, upon demand, certificates attesting to the timely payment or deposit of the sums owed on all such liens, taxes, assessments or

contributions. Buyer will promptly perform the Obligations. Buyer will fully comply with all terms and provisions of this Security Agreement and all other security instruments upon which it is obligated.

5.8 *Power to Undertake Agreement.* Buyer has the unqualified right to enter into this Security Agreement and to perform its terms.

5.9 *No Impairment of Obligations.* Until the Note has been paid in full, Buyer will not make any agreement which is inconsistent with its Obligations, nor will Buyer sell, lease or otherwise dispose of the Collateral (or any other material assets, if such assets are not also included as Collateral) other than in the ordinary course of business, unless Buyer has obtained the prior written consent of Seller, which consent will not be withheld unreasonably. Seller may, as a condition of giving consent, require that all or part of the proceeds be applied to the Note as a prepayment.

5.10 *Inspection of Collateral.* Buyer grants to Seller the right to visit Buyer's premises at reasonable times during regular business hours to inspect the Collateral.

5.11 *Notification of Account Buyers.* Seller shall be entitled to notify the account debtors or obligors under any receivables held by or due to Buyer of the assignment of such receivables to Seller, and to direct such account debtors or obligors to make payment of all amounts due or to become due to Buyer thereunder directly to Seller, or to a lockbox designated by Seller, and to enforce collection of any such receivables. After receipt by Buyer of the notice from Seller referred to in the preceding sentence, all amounts and proceeds (including instruments) received by Buyer in respect of the receivables shall be received in trust for the benefit of Seller, and shall be forthwith paid over to Seller, in the same form as so received (with any necessary endorsement) to be held and applied as cash collateral.

6. **Default.** If Buyer fails to cure any default, then Seller may pursue any and all remedies provided in this Security Agreement. Buyer agrees that receipt of written notice shall constitute reasonable advance notice to Buyer of a planned sale or other disposition of the Collateral by Seller. As used herein the term "default" shall mean any of the following events:

(i) if any payment due under the Note is not paid when such payment is due; or

(ii) if any representation or warranty made in this Security Agreement, the Purchase Agreement or any other document, certificate or report delivered by Buyer in connection with the Obligations shall be false when made or shall be breached in any material respect; or

(iii) if Buyer breaches any provision of this Security Agreement or the Note;  
or

(iv) if Buyer shall default under any loan, extension of credit, mortgage, deed of trust, security agreement, lease, purchase or sale agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Buyer's property or Buyer's ability to repay the Obligations or perform its obligations under this Security Agreement; or

(v) if this Security Agreement or the Note ceases to be in full force and effect, including but not limited to failure of the Security Agreement to create a valid and perfected first priority lien or security interest in the Collateral, at any time and for any reason; or

(vi) if Buyer grants any security interest, mortgage, deed of trust, or other lien or encumbrance, or if any laborer's lien, materialman's lien, mechanic's lien, or other lien is filed against any of the Collateral; or

(vii) if any of the following shall occur:

(A) Buyer becomes insolvent, makes a transfer in fraud to, or an assignment for the benefit of, creditors, or admits in writing an inability to pay debts as they become due; or

(B) a receiver, custodian, liquidator or trustee is applied for by Buyer or is appointed for all or substantially all of the assets of Buyer, or any such receiver, custodian, liquidator or trustee is appointed in any proceeding brought against Buyer and such appointment is not contested and is not or dismissed or discharged within sixty (60) days after such appointment, or Buyer acquiesces in such appointment; or

(C) an action for a judgment (which action is determined by Seller to be a materially adverse risk) is brought against Buyer and such action is not dismissed within ninety (90) days after service upon Buyer; or

(D) Buyer files a petition for relief under the federal bankruptcy code, as amended, or under any similar law or statute of the United States or any state thereof, or Buyer seeks to take advantage of any insolvency law; or

(E) a petition against Buyer is filed commencing an involuntary case under any present or future federal or state bankruptcy or similar law, and such petition is not dismissed or discharged within sixty (60) days of filing ;or

(viii) if Buyer discontinues its business or is dissolved or liquidated, or if Buyer sells, assigns, alienates, transfers, hypothecates or otherwise disposes of, directly or indirectly, by operation of law or otherwise all or any material part of the assets of the Stations, provided that any such conveyance will nonetheless be subject to this Security Agreement, or if Buyer or any person or entity acting on Buyer's behalf undertakes any action in furtherance of any of the

foregoing; or

(ix) if there shall occur any set of circumstances or events that results or in Seller's judgment could be expected to result in material adverse change or effect on the business, operations, properties, assets or conditions (financial or otherwise) or prospects of Buyer; or

(x) if there is any change in ownership of twenty five percent (25%) or more of the equity interests in Buyer, without Seller's prior written consent.

If an event of default is a payment default, the cure period shall be six (6) business days from the date such payment is due. If the event of default is other than a payment default and is otherwise reasonably subject to cure, the cure period shall be fifteen (15) days from the date Buyer first receives notice from Seller; provided, however, that if Seller determines the non-payment default is reasonably subject to cure and that Buyer is exercising reasonable efforts to cure the non-payment default, then Seller, in its sole discretion, may extend such cure period for an additional period of time.

7. **Remedies.** Upon the occurrence of an event of default and the expiration of the applicable cure period, if any, Seller shall have all rights available at law or in equity, including all rights available under the Washington Uniform Commercial Code (and the uniform commercial codes of any other state in which Seller deems the filing of such documents to be necessary or desirable). Buyer agrees that ten (10) calendar days' prior written notice to Buyer of the time and place of any public sale or the time after which any private sale is to be made or other intended disposition of any of the Collateral shall constitute reasonable notification thereof, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. Buyer agrees that such notice constitutes "reasonable notification" within the meaning of Section 9.50(c) of the Washington Uniform Commercial Code (and the uniform commercial codes of any other state in which Seller deems the filing of such notice to be necessary or desirable). Seller shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Seller 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. All rights and remedies granted under this Security Agreement shall be deemed cumulative and not exclusive of any other right or remedy available to Seller. Seller retains the right, upon giving notice to Buyer, to bring suit on the Note, to take possession of the Collateral and to sell, assign or otherwise dispose of the Collateral as permitted under Washington law. Buyer shall be entitled to any surplus, and shall remain liable for any deficiency remaining after disposition of the Collateral. All rights and remedies granted under this Security Agreement shall be deemed cumulative and not exclusive of any other right or remedy available to Seller. Buyer waives all rights to presentment, notice of dishonor, and protest of all instruments evidencing the Obligations or the Collateral.

8. **Termination of Security Agreement.** At such time as Buyer shall completely

satisfy all of the Obligations, this Security Agreement shall terminate. At that time, Seller shall deliver the Note and any other instruments necessary to release Seller's interests in the Collateral to Buyer, including termination statements under the uniform commercial code.

9. **Further Assurances.** Each party agrees to take any additional actions and to make, execute and deliver any additional written instruments that may be reasonably required to carry out the terms, provisions, intentions and purposes of this Security Agreement.

10. **Certain FCC Matters.**

10.1 Notwithstanding anything to the contrary contained in this Security Agreement, the Seller shall not, without first obtaining the approval of the Federal Communications Commission ("FCC"), take any action pursuant to this Security Agreement that would constitute or result in an assignment of any FCC license held by Buyer or any change of control of the Buyer if such assignment or change in control would require, under the Communications Act of 1934, as amended (the "Communications Act"), the prior approval of the FCC, and voting rights in any Collateral representing control of any license, permit or other authorization of the FCC shall remain in the FCC-authorized holder thereof until all such necessary consents shall have been obtained. Buyer agrees to take, upon the occurrence and during the continuance of an event of default, any action that Seller may reasonably request in order to obtain from the FCC or any other governmental authority such approval as may be necessary to enable the Seller to assign or transfer control of the any FCC licenses pursuant to this Security Agreement, the other Loan Documents and each other agreement, instrument and document delivered to the Seller in connection herewith and therewith, including specifically, at the expense of the Buyer, the use of Buyer's commercially reasonable efforts, consistent with the rules, regulations and published policies of the FCC, to assist in obtaining approval of the FCC or any other governmental authority for any action or transaction contemplated by this Security Agreement for which such approval is or shall be required by law, and specifically, without limitation, upon request, to prepare, sign and file with the FCC or such other governmental authority, as the case may be, the assignor's or transferor's portion of any application or applications for consent to the assignment of any license or transfer of control necessary or appropriate under the FCC's rules and regulations and under the Communications Act or other applicable law for approval of any sale or sales by or on behalf of Seller or any assumption by Seller of voting rights relating thereto effected in accordance with the terms of this Security Agreement for purposes of facilitating a public or private arm's-length sale for the benefit of Seller.

10.2 For purposes of facilitating an arms' length sale to enforce the provisions of this Section 10 and the other provisions of this Security Agreement, after an event of default shall have occurred and be continuing, Seller is empowered to request, and the Buyer agrees to authorize, the appointment of a receiver or trustee from any court of competent jurisdiction. Such receiver or trustee shall be instructed to seek from the FCC (and any other governmental body), its consent to or approval of any assignment of any FCC licenses and assets of, or transfer of control of any or all of the licenses held by Buyer, or any other Collateral that is subject to this Security Agreement, to the extent required for such trustee or receiver to

assume such control for the purpose of seeking a bona fide purchaser to whom such licenses ultimately will be assigned or control of such entity ultimately will be transferred. Buyer agrees, at Buyer's own cost and expense, to cooperate with any such purchaser and with Seller in the preparation, execution and filing of any applications and other documents and providing any information that may be necessary or helpful in obtaining the FCC's consent to the assignment or transfer to such purchaser of the Collateral or any of the licenses. To the fullest extent permitted by applicable law, Buyer hereby agrees to consent to and authorize any such transfer of control or assignment upon the request of the Seller after and during the continuation of an event of default and, without limiting any rights of the Seller under this Security Agreement, to authorize Seller to nominate a trustee or receiver to assume control of the Collateral, subject only to any required consents, approvals or orders of courts of competent jurisdiction, the FCC or other governmental body, for the purpose of effectuating the transactions contemplated in this Section 10 and the other provisions of this Security Agreement. Such trustee or receiver shall have all the rights and powers as provided to it by law, court order or the Seller under this Security Agreement. Buyer shall cooperate fully and use its best reasonable efforts in obtaining the consent of the FCC and the approval or consent of each other governmental body required to effectuate the foregoing.

10.3 Buyer hereby acknowledges and agrees that the Collateral is a unique asset and that a violation of Buyer's covenant to cooperate with respect to the obtaining of any regulatory consents would result in irreparable harm to Seller for which monetary damages are not readily ascertainable. Buyer further agrees that, because of the unique nature of Buyer's undertakings in this Section 10 and other provisions of this Security Agreement, the same may be specifically enforced, and Buyer hereby waives, and agrees to waive, any claim or defense that Seller would have an adequate remedy at law for the breach of such undertakings and any requirement for the posting of bond or other security. This Section 10.3 shall not be deemed to limit any other rights of Seller available under applicable law and consistent with the Communications Act and the FCC's rules and regulations.

10.4 Without limiting the obligations of Buyer in any respect, Buyer further agrees that if Buyer, upon or after the occurrence of an event of default, should fail or refuse to execute any application or other document necessary or appropriate to obtain any governmental consent necessary or appropriate for the exercise of any right of Seller hereunder, then, to the full extent permitted by the Communications Act and the FCC's rules and regulations, such application or other document may be executed on Buyer's behalf by the clerk of any court or other forum in any competent jurisdiction without prior notice to Buyer.

## **11. Miscellaneous Provisions.**

11.1 *Modifications.* This Security Agreement may not be changed orally. For a modification of this Security Agreement to be effective, it must be in writing and have been signed by each party. Every right or remedy granted by this Security Agreement may be exercised as often as shall be deemed expedient by Seller.

11.2 *Assignability and Binding Effect.* Buyer may not transfer or assign its

rights, duties or obligations under this Security Agreement without the prior written consent of Seller. This Security Agreement and the duties set forth herein shall bind Buyer and its successors and assigns. All rights and powers established in this Security Agreement shall benefit Seller and its successors and assigns.

11.3 *Governing Law and Venue; Waiver of Jury Trial.* This Security Agreement will be construed, and the rights, duties, and obligations of the parties will be determined in accordance with, the laws of the State of Washington, including the Washington Uniform Commercial Code, and the federal laws of the United States of America. If any action or other proceeding shall be brought in connection with this Security Agreement, the venue of such action may, in the discretion of Seller, be in King County, Washington. Buyer hereby consents to the exclusive personal jurisdiction of the Superior Court of King County and the United States District Court for the Western District of Washington. DEBTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY AS TO ANY ISSUE ARISING OUT OF THIS SECURITY AGREEMENT OR THE DEBT WHICH IT SECURES.

11.4 *Headings.* Headings used in this Security Agreement have been included for convenience and ease of reference only, and will not influence the construction or interpretation of any provision of this Security Agreement.

11.5 *Waiver.* No right or obligation under this Security Agreement will be deemed to have been waived unless evidenced by a writing signed by the party against whom the waiver is asserted, or by the party's duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance or the right or obligation in any other instance in any other respect or at any other time. No failure on the part of Seller to exercise, and no delay in exercising, any right or obligation under this Security Agreement shall operate as a waiver thereof.

11.6 *Severability.* The parties intend that this Security Agreement be enforced to the greatest extent permitted by applicable law. Therefore, if any provision of this Security Agreement, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this Security Agreement and the application of that provision to other persons, circumstances, or extent, will not be impaired.

11.7 *References.* Except as otherwise specifically indicated, all references to numbered or lettered sections or subsections refer to sections or subsections of this Security Agreement, and all references to this Security Agreement include any subsequent amendments to this Security Agreement.

11.8 *Attorneys' Fees.* If any litigation or other dispute resolution proceeding is commenced between parties to this Security Agreement to enforce or determine the rights or responsibilities of the parties, the prevailing party or parties in the proceeding will be entitled to receive, in addition to any other relief granted, its reasonable attorneys' fees, expenses and

costs. Such fees, expenses and costs shall include all statutory costs and disbursements, all costs associated with discovery depositions and expert witness fees, and all out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For purposes of this section, the phrase "litigation or other dispute resolution" shall be deemed to include any proceeding commenced in any court of general or limited jurisdiction, any arbitration or mediation, any proceeding commenced in the bankruptcy courts of the United States, and any appeal from any of the foregoing.

11.9 *Notices.* All notices required by or given under this Agreement shall be in writing and personally delivered, faxed, sent by overnight courier or mailed by certified or registered mail with return receipt requested to the addresses or numbers set forth as follows:

If to Buyer:

JDK Broadcasting LLC

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Phone:

Fax:

Email:

Attn: Jeffrey Kierce and Dana Kierce

If to Seller:

Buckaroo Broadcasting, LLC

1405 W. Crestwood Ct.

Spokane, WA 99218

Phone: 509-496-3254

Fax: 866-730-3984

Email: [johnhweller@comcast.net](mailto:johnhweller@comcast.net)

Attn: John H. Weller

Notices that are personally delivered, faxed or given by overnight courier shall be effective on delivery. Notices that are mailed shall be deemed effective on the third (3rd) day after deposit with the U.S. Post Office, as evidenced by the official postmark. Buyer or Seller may change its address for notices by at least five (5) days' advance written notice to the other.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

*[Remainder of Page is Blank; Signature Page Follows.]*

In witness whereof and intending to be legally bound hereby, the parties have duly executed this this Security Agreement as of the day and year first above written.

Buyer:

JDK Broadcasting LLC

By: \_\_\_\_\_

Name: Jeffrey Kierce

Title: Managing Member

By: \_\_\_\_\_

Name: Dana Kierce

Title: Managing Member

Seller:

Buckaroo Broadcasting, LLC

By: WP Management, LLC, Manager

By: \_\_\_\_\_

John H. Weller, Manager

## Exhibit A to Security Agreement

### **Collateral**

The Seller's security interest includes, but is not limited to, the following assets of the Stations, including without limitation those assets now existing and those assets hereafter acquired that are used in connection with the operations of the Stations:

1. Fixtures and Improvements — All of Buyer's fixtures and improvements to real property in all of its forms, including the following: all buildings, structures, furnishings, and all heating, electrical, lighting, power and air conditioning equipment, and all antennas, transmitters, receivers and related equipment, and all other equipment that under applicable law constitutes a fixture or improvement, and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefore; and
  
2. Equipment (Computer Hardware and Embedded Software) — All of Buyer's equipment in all of its forms, including the following: all machinery, tools, motor vehicles, furniture and furnishings, and all antennas, transmitters, receivers and related equipment, all communications, telecommunications, switches and related equipment, and all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, video records, tape recorders and other recording devices, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware, together with all software embedded therein, and all documentation manuals and materials with respect to such hardware and software, and all rights with respect to all of the foregoing, including any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any model conversions of any of the foregoing, and all parts thereof and all accessions, additions, parts (including replacement parts), attachments, improvements, substitutions and replacements thereto and therefor; and
  
3. Inventory — All of Buyer's inventory in all of its forms, including the following: (a) all raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the preparation, manufacture, creation or production thereof, and (b) all goods in which any Buyer has an interest in mass or a joint or other interest or right of any kind (including goods in which any Buyer has an interest or right as consignee), and (c) all goods which are held by a person as lessor, or held for sale or lease, or furnished under a contract of service, and (d) all goods which are returned to or repossessed by any Buyer, and in each instance all accessions thereto, products thereof and documents therefore; and
  
4. Receivables, Accounts, Contracts and Related Contracts — All of Buyer's accounts, receivables, including credit card receivables, health care insurance receivables, cash collateral accounts, lock box accounts, other deposit accounts, security deposits, advance payments, contracts, contract rights, leases of real and personal property, licenses, license fees, insurance policies, chattel paper, documents, letter-of-credit rights, instruments (whether or not

negotiable), money, general intangibles and other obligations of any kind and whether or not arising out of or in connection with the sale or lease of goods or the rendering of services (any and all of the foregoing being the “Contract Rights”), and all rights of Buyer in and to all agreements, security agreements, guaranties, leases and other contracts securing or otherwise relating to any such Contract Rights; and

5. Intellectual Property — Without limiting any of the foregoing, all of Buyer’s intellectual and information related property, rights and assets, including the following:

a. Computer Software and Data Collateral — (1) All non-embedded software programs and data bases (including source code, object code and all related applications and data files) owned, licensed or leased by any Buyer, and (2) all firmware associated therewith or with any of the Equipment, and (3) all documentation and materials (including all flow charts, logic diagrams, algorithms, manuals, guides, instructions, indices, abstracts and specifications) with respect to such software and firmware, and (4) all rights with respect to all of the foregoing, including any and all copyrights, trademarks, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing; and

b. Copyright Collateral — All copyrights of Buyer in each work or authorship and derivative works thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, whether statutory or common law, registered or unregistered, throughout the world, including all of Buyer’s right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world, and all applications for registration thereof, whether pending or in preparation, and all copyright licenses, and further including the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, and all goodwill associated therewith, all extensions, continuations and renewals of any thereof, and all proceeds of the foregoing, including licenses, fees, royalties, income, payments, claims, damages and proceeds of suit; and

c. Patent Collateral — All patents and like protections, including all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and all applications for registration thereof, whether pending or in preparation, all patent licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, and all goodwill associated therewith, all extensions, continuations and renewals of any thereof, and all proceeds of the foregoing, including licenses, fees, royalties, income, payments, claims, damages and proceeds of suit; and

d. Trademark Collateral — (1) All trademarks, service marks, trade names, corporate names, company names, business names, operating names, domain names, fictitious business names, trade styles, certification marks, collective marks, call signs, logos, other source of business identifiers, prints, labels and goods on which any of the foregoing appear or have appeared, designs (including product designs) and general intangibles of a like nature, anywhere in the world, whether registered or not and whether currently in use or not, all registrations and

recordings thereof and all applications to register the same (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed), whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, and (2) all licenses for any of the foregoing, and (3) all reissues, extensions or renewals of any of the foregoing, and (4) all of the goodwill of the business connected with the use of, and symbolized by, the items described in the foregoing, and (5) all proceeds, fees, royalties, income or payments of, and rights associated with the foregoing, including any claim by any Buyer against third parties for past, present or future infringement or dilution of any of the foregoing, or for any injury to the goodwill associated with the use of any of the foregoing or for breach or enforcement of any of the foregoing; and

e. Trade Secrets Collateral — All common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in any Buyer’s business (any and all of the foregoing being the “Trade Secrets”), 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 Secrets, all licenses of the foregoing, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any license of any of the foregoing; and

6. Publication, Programming and Production-Related Property — Without limiting any of the foregoing, all of Buyer’s right, title, interest and benefits in, to and under (a) all books, writings, journals, articles and publications, and (b) all customer, subscriber, prospect, inquiry, circulation, marketing, advertising, publicity, promotional and programming files, lists, records, documents, contracts and agreements, including all files, lists and records of active, expired, prospective, trial and conditional customers and subscribers, and all files, lists and records of current, former and prospective advertisers, and all internally generated, purchased and rented mailing lists (but only to the extent of any Buyer’s rights therein), and all promotional letters, catalogues, flyers, reply cards, sales materials, promotional materials, sample mailing pieces, artwork, drawings, advertising materials, space advertising and any similar materials, and (c) all publication rights, programming rights, editorial rights, promotional rights, advertising rights, licensing rights, distribution and redistribution rights, and printing and reprinting rights (and any and all agreements, contracts, documents and materials in any way governing or relating to any of the foregoing rights), and (d) all editorial, publishing, programming, manufacturing, prepublication and post-publication, royalty, sales, pricing, cost and promotional files, lists, records and documents, and (e) all indices, abstracts, compilations, summaries, glossaries and archives of or for any of the foregoing items, and (f) all other information and property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing property identified in this clause or elsewhere in this Exhibit, and regardless of whether such property is embodied in a tangible or intangible medium; and

7. Licenses and Authorizations — Without limiting any of the foregoing, all of Buyer's right, title, interest and benefits in, to and under all present and future Licenses, Authorizations and other rights for the construction, development, operation and ownership of its business and properties (provided, however, no license granted by the Federal Communications Commission, which as a matter of law cannot be pledged or liened, is intended to be included in the foregoing) and all proceeds of such Licenses, Authorizations and other rights, and all rights of Buyer in and to all agreements, security agreements, guaranties, leases and other contracts securing or otherwise relating to any such Licenses, Authorizations and other rights; and

8. Other General Intangibles — Without limiting any of the foregoing, all of Buyer's right, title, interest and benefits in, to and under all other general intangibles, wherever arising, including the following: (a) all corporate, partnership, limited liability company and joint venture investments and other interests in and to any other entity (including all ownership rights and interests in Buyer's subsidiaries, whether or not such rights and interests are certificated), and the proceeds and general intangibles related thereto (including all dividends, distributions, capital accounts and proceeds thereof), and (b) all leasehold interests (whether as lessee or as lessor and whether as real or personal property) and all related rights thereunder and proceeds thereof, and (c) all tax refunds and other refunds or rights to receive payment from U.S. federal, state, or local governments or from foreign governments, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and (d) payment intangibles, including, without limitation, all loans not evidenced by an instrument or chattel paper, and (e) all settlements, judgments and other awards (whether or not resulting from judicial or arbitration proceedings) and all tort and contract claims and causes of action, including all commercial tort claims; and all rights of Buyer in and to all security agreements, guaranties, leases and other contracts securing or otherwise relating to any such general intangibles; and

9. Securities and Investment Property — Without limiting any of the foregoing, all of Buyer's right, title, interest and benefits in, to and under all stocks, options, warrants, bonds, and other securities, security entitlements, securities accounts, commodity contracts, commodities accounts, financial assets and other investment property (including all such securities representing ownership in Buyer's subsidiaries), whether or not evidenced by a certificate, and the proceeds and general intangibles related thereto (including all dividends and distributions); and

10. Other General Property — All of Buyer's other property and rights of every kind and description and interests therein; and

11. Products and Proceeds — All products, offspring, rents, issues, profits, returns, refunds, income and proceeds of and from any and all of the foregoing Collateral, including the following: all proceeds of the Licenses and Authorizations, all proceeds that constitute property of the types described above all proceeds deposited from time to time in any lock boxes of any Buyer, and, to the extent not otherwise included, all payments, unearned premiums and cash or surrender value under insurance policies (whether or not Seller is a loss payee or additional insured thereof), and any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral;

in each instance (whether or not expressly specified above), wherever located, and whether now existing, owned, leased or licensed or hereafter acquired, leased, licensed, arising, developed, generated, adopted or created for or by any Buyer, and howsoever Buyer's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).