

RECORDATION & TRADEMARK

12-31-1998

Tab settings **DDD**



or copy thereof.

To the Honorable Commissioner of Patents and Trademarks: I

100935982

1. Name of conveying party(ies):

Mailist Associates

MRD
12/28/98

2. Name and address of receiving party(ies)

Name: AFP Partners-LLC

Internal Address: Suite 5800

Street Address: 200 West Madison

City: Chicago State: IL Zip: 60603

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

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State _____
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule 1

B. Trademark Registration No.(s)

See Schedule 1

Additional numbers attached? Yes No

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

Name: Elizabeth Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive
Suite 5800

City: Chicago State: IL ZIP: 60606

12/29/1998 DNGUYEN 00000191 1827617

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 DP
02 FC:482 125.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

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

Elizabeth Burns
Name of Person Signing

Elizabeth Burns
Signature

12/22/98
Date

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

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

SCHEDULE I
to
BORROWER TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Owner: Mailist Associates

<u>Mark</u>	<u>U.S. Reg. No.</u>	<u>Date of Reg.</u>
AFP AMERICAN FAMILY PUBLISHERS & Design	1,827,817	March 22, 1994
AMERICAN FAMILY	1,827,666	March 22, 1994
AFP AMERICAN FAMILY PUBLISHERS & Design	1,817,070	January 18, 1994

TRADEMARK APPLICATION

<u>Mark</u>	<u>Application No.</u>	<u>Date Filed</u>
AMERICAN FAMILY PUBLISHERS	74/590,295	October 25, 1994
AMERICAN FAMILY	74/590,289	October 25, 1994
AFP AMERICAN FAMILY PUBLISHERS & Design	74/590,286	October 25, 1994

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 14, 1998 by MAILIST ASSOCIATES ("Grantor") in favor of AFP PARTNERS, LLC (the "Secured Party").

WITNESSETH:

WHEREAS, American Family Enterprises ("AFE") and the Secured Party have entered into that certain Credit Agreement dated as of December 14, 1998 (as amended or otherwise modified from time to time, the "Credit Agreement"), providing for the extension of credit by the Secured Party to AFE;

WHEREAS, Grantor and certain other parties have executed that certain Guaranty (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") dated as of December 14, 1998 in favor of the Secured Party; and

WHEREAS, the Secured Party has required, as a condition to entering into the Credit Agreement and extending credit thereunder, that Grantor enter into this Trademark Security Agreement and grant to the Secured Party a security interest in and to the Trademark Collateral (as defined herein).

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged and in order to induce the Secured Party to extend credit under the Credit Agreement, Grantor hereby agrees with the Secured Party as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its registered U.S. trademarks and trademark applications, including, without limitation, those referred to on Schedule I hereto, and all of the goodwill of the business associated with those marks;

(b) all trademark licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

(c) all claims by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark, trademark application or any trademark licensed under any trademark license; and


(d) all products and proceeds of any or all of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party, pursuant to that certain Security Agreement made and entered into by Grantor and certain other parties in favor of the Secured Party (the "Security Agreement"). Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein. Without limiting the generality of the foregoing, the Secured Party acknowledges that it shall not be entitled to exercise the remedies set forth in Section 5 of the Security Agreement except upon the occurrence and during the continuance of an Event of Default (as defined in the Credit Agreement).

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MAILIST ASSOCIATES

By: 
Name: Susan L. Caughman
Its: President

ACCEPTED AND ACKNOWLEDGED BY:

AFP PARTNERS, LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


MAILIST ASSOCIATES

By: _____
Name: _____
Its: _____

ACCEPTED AND ACKNOWLEDGED BY:

AFP PARTNERS, LLC

By: Diversified Financial Management Corp.
a Delaware Corporation;
Its Manager

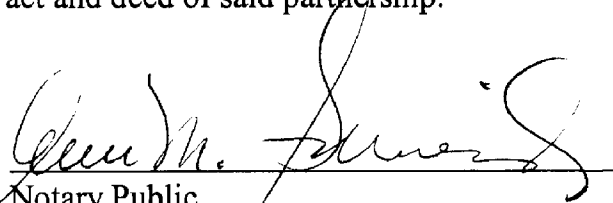
By:  _____
Name: Glen Miller
Its: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey)
COUNTY OF Hudson)

ss.

On this 9th day of December, 1998, before me personally appeared Susant. Caughman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MAILIST ASSOCIATES, who being by me duly sworn did depose and say that he is an authorized officer of Mailist Associates, that the said instrument by authority duly given was signed on behalf of said partnership and that he acknowledged said instrument to be the free act and deed of said partnership.



Notary Public

ANN M. SCHNEIDER
Commission Expires 7/26/2001
NOTARY PUBLIC OF NEW JERSEY

SCHEDULE I
to
BORROWER TRADEMARK SECURITY AGREEMENT

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