

Resub  
MRD 12.30.98

TRADEMARKS OFFICE



100939432

To the Honorable Commissioner of Patents and Trademarks: Please rec... copy thereof.

1. Name of conveying party(ies):  
Times Mirror Magazines, Inc.

Individual(s) .....  Association  
 General Partnership.....  Limited Partnership  
 Corporation-State - New York  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: INTERZINE PRODUCTIONS, INC.  
Internal Address: \_\_\_\_\_  
Street Address: 12 South Main Street  
City: Norwalk State: CT ZIP: 06854

Individual Citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Delaware  
 Other

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other Termination of Security Agreement

Execution Date: February 26, 1998

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

4. Application number(s) or registration number(s):  
A. Trademark Application Nos.(s)  
75/122514; 75/162054; 75/236114; 75/236115; 75/319579;  
75/337922

B. Trademark registration No (s)  
2118228; 2054180; 2084847; 2093137; 1936207;  
1971976; 1979698

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed.  
Name: Katherine L. McDaniel, Esq.  
The Times Mirror Company  
Internal Address: Legal Department C-5  
Street Address: 220 West First Street  
City: Los Angeles State: CA ZIP: 90012

6. Total number of applications and registrations involved: [ 13 ]

7. Total fee (37 CFR 3.41)... \$340.00 E  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
20-1115  
(Attach duplicate copy of this page if paying by deposit account)

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.

Katherine L. McDaniel  
Name of Person Signing

Signature

12-23-98  
Date

01/05/1999 DNGUYEN 00000237 2118228

Total number of pages comprising cover sheet [ 8 ]

01 FC:481 40.00 DP  
02 FC:482 300.00 DP

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

TRADEMARK  
REEL: 1835 FRAME: 0748

**SECURITY AGREEMENT**

January 23, 1998

**A. PARTIES**

- 1. INTERZINE PRODUCTIONS, INC. ("Debtor")  
12 South Main Street  
Norwalk, CT 06854

With offices at:

6501 Park of Commerce Blvd.  
Suite 8140  
Boca Raton, FL 33487

Mountain Sports  
2460 West 26<sup>th</sup> Avenue  
Suite 450-C  
Denver, CO 80211

GolfAmerica  
18430 Brookhurst Street  
Suite 220  
Fountain Valley, CA 92211

IRACE  
City Center Building  
220 E. Huron, 4<sup>th</sup> Fl.  
Suite 500  
Ann Arbor, MI 48104

- 2. TIMES MIRROR MAGAZINES, INC. ("Creditor")  
2 Park Avenue  
New York, NY 10016

**B. AGREEMENT**

Subject to the terms of this security agreement (the "Agreement"), Debtor grants to Creditor a security interest in the Collateral (as hereinafter defined) to secure the payment of the Obligation (as hereinafter defined).

*Paid in full  
Michael Hough 2/24/98*

**C. OBLIGATION**

The following is the "Obligation" secured by this Agreement:

1. All present and future advances and loans made by Creditor to Debtor pursuant to the letter of intent of even date herewith by and between Creditor and Debtor (the "Letter of Intent") and evidenced by the promissory note of even date herewith.
2. Interest on the above amounts, as agreed between Creditor and Debtor, or if no such agreement, at the maximum rate permitted by law.
3. All costs incurred by Creditor to obtain, preserve, and enforce this security interest, collect the Obligation, and maintain and preserve the collateral, and including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage costs, and expenses of sale.

**D. COLLATERAL**

1. The security interest is granted in the following (the "Collateral"):

(a) all machinery, computer hardware, equipment, fixtures, appliances and furniture now owned or hereafter acquired by Debtor and wherever located;

(b) all inventory now owned or hereafter acquired and products and proceeds thereof;

(c) all accounts, contract rights, and accounts receivable, now or hereafter in existence and all proceeds thereof, and all returned or repossessed goods arising from or relating to any of said accounts or rights;

(d) all substitutes and replacements for, accessions, attachments, and other additions to, and tools, parts, and equipment used in connection with any of the above;

(e) all property similar to the above hereafter acquired by Debtor;

(f) all general intangibles, now owned or hereafter acquired or arising, and all intellectual property rights, including all copyrights, trademarks, and tradenames;

(g) all cash or non-cash proceeds of any of the foregoing, including insurance proceeds; and

(h) all ledger sheets, files, records, documents, and instruments (including, but not limited to, computer programs, data bases, tapes and related electronic data processing software) evidencing an interest in or relating to the above.

2. The office locations where the records concerning Debtor's rights in and to the Collateral are kept are Debtor's addresses above stated.

### **III. AGREEMENTS OF DEBTOR**

1. Debtor shall: take adequate care of the Collateral; insure the Collateral for such hazards and in such amounts as Creditor directs, policies to be satisfactory to Creditor; pay all costs necessary to obtain, preserve, and enforce this security interest, collect the Obligation, and preserve the Collateral, including (but not limited to) taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage costs, and expenses of sale; furnish Creditor with any information on the Collateral requested by Creditor; allow Creditor to inspect the Collateral, and inspect and copy all records relating to the Collateral and the Obligation; sign any papers furnished by Creditor which are reasonably necessary to obtain and maintain this security interest; take necessary steps to preserve the liability of account debtors, obligors, and secondary parties whose obligations are part of the Collateral; transfer possession of all instruments, documents, and chattel paper which are part of the Collateral to Creditor immediately upon request, or as to those hereafter acquired, immediately following acquisition; perfect a security interest (using a method satisfactory to Creditor) in goods covered by chattel paper which is part of the Collateral; notify Creditor of any change occurring in or to the Collateral, or in any fact or circumstance warranted or represented by Debtor in this Agreement or furnished to Creditor, or if any event of default occurs.

2. Debtor shall not (without Creditor's consent): remove the Collateral from the locations specified herein; allow the Collateral to become an accession to other goods; sell, lease, otherwise transfer, manufacture, process, assemble, or furnish under contracts of service, the Collateral, except goods identified herein as inventory; allow the Collateral to be affixed to real estate, except goods identified herein as fixtures.

3. Debtor represents and warrants, except as disclosed on Schedule 1 hereto: no financing statement has been filed with respect to the Collateral, other than relating to this security interest; Debtor is absolute owner of the Collateral, and it is not encumbered other than by this security interest (and the same will be true of Collateral acquired hereafter when acquired; none of the

Collateral is affixed to real estate or an accession to other goods, nor will Collateral acquired hereafter be affixed to real estate or an accession to other goods when acquired, unless Debtor has furnished Creditor the consents or disclaimers necessary to make this security interest valid against persons holding interests in the real estate or other goods.

#### **F. RIGHTS OF CREDITOR**

Creditor may, in its discretion, after default: terminate, on notice to Debtor, Debtor's authority to sell, lease, otherwise transfer, manufacture, process or assemble, or furnish under contracts of service, inventory Collateral, or any other Collateral as to which such permission has been given; require Debtor to give possession or control of the Collateral to Creditor; indorse as Debtor's agent any instruments or chattel paper in the Collateral; notify account debtors and obligors on instruments to make payment directly to Creditor; contact account debtors directly to verify information furnished by Debtor; take control of proceeds and use cash proceeds to reduce any part of the Obligation; take any action Debtor is required to take or otherwise necessary to obtain, preserve, and enforce this security interest, and maintain and preserve the Collateral, without notice to Debtor, and add costs of same to the Obligation (but Creditor is under no duty to take any such action); release Collateral in its possession to Debtor, temporarily or otherwise; take control of funds generated by the Collateral, such as subscription fees, advertising revenues, interest, proceeds or refunds from insurance, and use same to reduce any part of the Obligation; waive any of its rights hereunder without such waiver prohibiting the later exercise of the same or similar rights; or revoke any permission or waiver previously granted to Debtor.

#### **G. MISCELLANEOUS**

The rights and privileges of Creditor shall inure to its successors and assigns. All representations, warranties, and agreements of Debtor shall bind Debtor's successors and assigns. Definitions in the Uniform Commercial Code apply to words and phrases in this Agreement. Debtor waives presentment, demand, notice of dishonor, protest, and extension of time without notice as to any instruments and chattel paper in the Collateral. Notice mailed to Debtor's Connecticut address in Section A, or to Debtor's most recent changed address on file with Creditor, at least five days prior to the related action (or, if the Uniform Commercial Code specifies a longer period, such longer period prior to the related action), shall be deemed reasonable. A photographic or other reproduction of this Agreement, or any financing statement signed by Debtor, is sufficient as a financing statement. Debtor is authorized to undertake all actions which it deems reasonably necessary to register its trademarks or to maintain such trademark registrations.

**4. DEFAULT**

1. Any of the following is an event of default: failure of Debtor to pay the note in the Obligation in accordance with its terms, or any other liability in the Obligation on demand, or to perform any act or duty required by this Agreement; falsity of any warranty or representation in this Agreement when made; substantial change in any fact warranted or represented in this Agreement; involvement of Debtor in bankruptcy or insolvency proceedings; dissolution or other termination of Debtor's existence; merger or consolidation of Debtor with another; substantial loss, theft, destruction, sale, reduction in value, encumbrance of, damage, to or change in the Collateral; modification of any contract, the rights to which are part of the Collateral; levy on, seizure, or attachment of the Collateral; judgment against Debtor; filing any financing statement with regard to the Collateral, other than relating to this security interest or as set forth on Schedule 1 hereto; or Creditor's belief that the prospect of payment of any part of the Obligation or the performance of any part of this Agreement, is impaired.

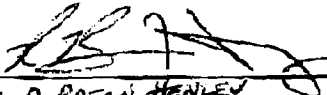
2. If an event of default occurs, the entire Obligation shall become immediately due and payable at Creditor's option without notice to Debtor, and Creditor may proceed to enforce payment of same and exercise any and all of the rights and remedies available to a secured party under the Uniform Commercial Code as well as all other rights and remedies. If Debtor is in default, Debtor, upon demand by Creditor, shall assemble the Collateral and make it available to Creditor at a place reasonably convenient to both parties. Debtor is entitled to any surplus and shall be liable to Creditor for any deficiency, arising from accounts, contract rights, or chattel paper included in the Collateral through sale thereof to Creditor.

**I. FIRST AND PRIOR LIEN**

Subject to the liens and encumbrances set forth on Schedule 1 hereto, this Agreement grants to Creditor a first and prior lien to secure the payment of the Obligation listed herein, and extensions and renewals thereof. If Creditor disposes of the Collateral following default, the proceeds of such disposition available to satisfy the Obligation shall be applied first to the note included therein, and thereafter to all remaining indebtedness secured hereby, in the order in which such remaining indebtedness was executed or contracted. For purposes of this paragraph, an extended or renewed note will be considered

executed on the date of the original note.

INTERZINE PRODUCTIONS INC.

By:   
Name: R. BRIAN HENLEY  
Title: CHAIRMAN & CEO

Attest:

By: 

a:/securityagreement.doc  
1/21/98

SCHEDULE 1

SECURED CREDITORS AND OUTSTANDING FINANCIAL LIABILITIES

Interzine Secured Creditors January 21, 1998	Principal
HAM Media	\$ 100,000
Phoenix Leasing	172,189
Winstar loans	402,912
Total	\$ 675,101