

01-14-1999

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



100942098

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

MRL  
1-8-99

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/13/1999 TTON11 00000081 2086668

FOR OFFICE USE ONLY

01 FC-481  
02 FC-482

40.00 DP  
775.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 1839 FRAME: 0297

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/173,381"/>	<input type="text" value="75/493,269"/>	<input type="text" value="75/135,574"/>	<input type="text" value="2,086,668"/>	<input type="text" value="1,964,726"/>	<input type="text" value="2,103,247"/>
<input type="text" value="75/379,813"/>	<input type="text" value="75/437,620"/>	<input type="text" value="75/299,827"/>	<input type="text" value="2,186,757"/>	<input type="text" value="2,090,269"/>	<input type="text" value="2,092,243"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,747,069"/>	<input type="text" value="1,798,663"/>	<input type="text" value="2,105,457"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

William E. Devitt

*William E. Devitt*

1/8/99

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**  
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name



Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)




City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

1,933,185	1,198,664	2,078,059
2,089,229	2,017,018	1,712,877
2,153,362	1,147,772	2,099,361
1,938,857	1,847,423	1,926,603
2,002,133	2,113,908	2,166,005
2,203,245	1,577,791	

SECURITY AGREEMENT dated as of December 1, 1998, among Reiman Publications, LLC, a Delaware limited liability company (the "Borrower"), Reiman Holding Company, LLC, a Delaware limited liability company ("Holdings"), each subsidiary of Holdings listed on Schedule I hereto (each such subsidiary individually a "Subsidiary" or a "Guarantor" and, collectively, the "Subsidiaries" or, with Holdings, the "Guarantors"; the Guarantors and the Borrower are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a Delaware corporation ("Chase"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of December 1, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the lenders from time to time party thereto (the "Lenders") and Chase, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and Collateral Agent and (b) the Guarantee Agreement dated as of December 1, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Guarantors and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents and (d) the due and punctual payment and performance of all obligations of the Borrower or any Loan Party under each Hedging Agreement entered into with any counterparty that was a Lender at the time such Hedging Agreement was entered into all the monetary and other obligations

described in the preceding clauses (a) through (d) being collectively called the "Obligations").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

## ARTICLE I

### *Definitions*

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"*Account Debtor*" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"*Accounts*" shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"*Accounts Receivable*" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"*Collateral*" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts, (g) Investment Property (other than Investment Property pledged under the Pledge Agreement in which the Secured Parties have a perfected security interest) and (h) Proceeds.

"*Commodity Account*" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"*Commodity Contract*" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract

market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"Commodity Customer" shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"Commodity Intermediary" shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" shall mean all of the following: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Documents" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"Entitlement Holder" shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b) 2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

"Equipment" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

"Financial Asset" shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person

or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"*Fixtures*" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"*General Intangibles*" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable (other than any of the foregoing which are subject to a legally enforceable restriction on assignment or on a grant of a security interest by such Grantor therein).

"*Intellectual Property*" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"*Inventory*" shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"Investment Property" shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof or entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" shall mean all of the following: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Annex 2 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer (if any) of the Borrower.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection



with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Parties" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) each counterparty to an Hedging Agreement entered into with the Borrower or any Loan Party if such counterparty was a Lender at the time the Hedging Agreement was entered into, (e) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (f) the permitted successors and assigns of each of the foregoing.

"Securities" shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c) (i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

"Securities Account" shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"Security Entitlements" shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

"Security Intermediary" shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any

Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" shall mean all of the following: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. *Rules of Interpretation.* The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement

## ARTICLE II

### *Security Interest*

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "*Security Interest*"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, to the extent permitted by applicable law, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter

or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

### ARTICLE III

#### *Representations and Warranties*

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority.* Each Grantor has good and valid rights in and, except with respect to Licenses, title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

SECTION 3.02. *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights and other than the filings, recordings and registrations listed on Schedule VI not presently required by the Collateral Agent) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all presently existing Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered

Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction (other than the filing of UCC financing statements as to such Collateral in the filing offices specified in Schedule 6 to the Perfection Certificate and continuation statements with respect thereto, and other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement together with the filing of the UCC financing statements with the United States Patent and Trademark Office and the United States Copyright Office, as applicable[, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction]. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral,

(b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

#### ARTICLE IV

##### *Covenants*

SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.* (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest (subject to Liens permitted under Section 6.02 of the Credit Agreement) in all the Collateral of a type in which it had a perfected security interest prior to such change. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail reasonably satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. *Periodic Certification.* Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.01 of the Credit Agreement, Holdings shall deliver to the Collateral Agent a certificate executed by a Financial Officer and the chief legal officer (if any) of Holdings (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV, V or VI as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. *Protection of Security.* Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. *Further Assurances.* Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent; provided, that, loans to employees not exceeding \$100,000 in the aggregate at any time outstanding need not be evidenced by a promissory note.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing

Schedule II, III, IV, V or VI hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; provided, however, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.05. *Inspection and Verification.* The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.12 of the Credit Agreement), provided that so long as no default exists, (i) the Collateral Agent shall be limited to one such inspection per fiscal year, (ii) the Borrower shall have the right to attend any meeting between the Collateral Agent and the independent accountants of any Grantor and (iii) the form of contact between the Collateral Agent and Account Debtors and third parties in possession of collateral shall be subject to the approval of the Borrower (not to be unreasonably withheld).

SECTION 4.06. *Taxes; Encumbrances.* At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or

perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. *Assignment of Security Interest.* If at any time any Grantor shall take a security interest in any material property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.09. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it other than as set forth on Schedule VII, except that (a) Inventory may be sold in the ordinary course of business and other sales, conveyances, leases, licenses and other transfers and dispositions may be made as permitted under Section 6.05 of the Credit Agreement and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee (except for shippers of Inventory in the ordinary course of business), agent (except for employees who control or possess Inventory in the normal scope of their employment) or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory,



whether arising by operation of law or otherwise or the Administrative Agent has notified the Borrower that such notification and agreement are not presently required.

SECTION 4.10. *Limitation on Modification of Accounts.* None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. *Insurance.* The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business is reasonably likely to become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) if registered, display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any material adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the

conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party in any material respect, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its reasonable efforts to obtain all requisite consents or approvals from the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

## ARTICLE V

### *Power of Attorney*

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or

otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or (except as a result of the gross negligence or willful misconduct of the Collateral Agent or such Secured Party) to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

## ARTICLE VI

### *Remedies*

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any

premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale of Investment Property (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such 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 law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any

liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, on or after the date of sale specified in the notice, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. *Application of Proceeds.* The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article 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 an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or (to the extent permitted under any License to the Grantor) sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

## ARTICLE VII

### *Miscellaneous*

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it at its address or teletype number set forth on Schedule I, with a copy to the Borrower.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to

any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement other than payment in full of the Obligations and termination of the Lenders' Commitments in full.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the



Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

**SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

**SECTION 7.08. Waivers; Amendment.** (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the

specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

**SECTION 7.09. WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

**SECTION 7.10. Severability.** In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**SECTION 7.11 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

**SECTION 7.12. Headings.** Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

**SECTION 7.13. Jurisdiction; Consent to Service of Process.**  
 (a) Each Grantor hereby irrevocably and unconditionally submits, for

itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affected the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. *Termination.* This Agreement and the Security Interest shall terminate when all the Obligations (other than, liabilities arising under Hedging Agreements to the extent not due and payable, and contingent liabilities with respect to indemnities and other contingent obligations which survive repayment of the Loans and termination of the Commitments) have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Guarantor shall be automatically released in the event that all the capital stock, membership interests or other equity interests of such Guarantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the

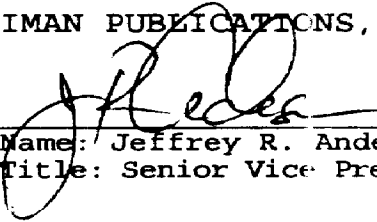
Borrower in accordance with the terms of the Credit Agreement; provided that the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise. In the event that any portion of the Collateral is sold, transferred, leased or otherwise disposed of in a transaction permatted by Section 6.05 of the Credit Agreement or consented to by the Required Lenders, the Security Interest in such Collateral shall be automatically released.

SECTION 7.15. *Additional Grantors.* Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 3 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force

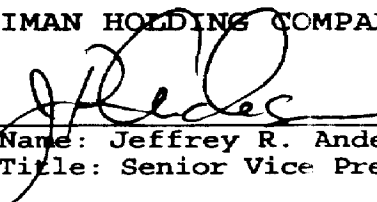
and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

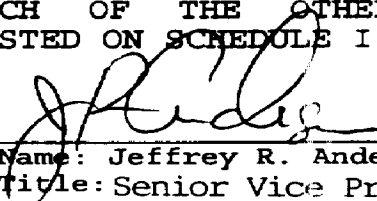
REIMAN PUBLICATIONS, LLC,

By   
Name: Jeffrey R. Anderson  
Title: Senior Vice President - Finance

REIMAN HOLDING COMPANY, LLC,

By   
Name: Jeffrey R. Anderson  
Title: Senior Vice President - Finance

EACH OF THE OTHER GUARANTORS LISTED ON SCHEDULE I HERETO,

By   
Name: Jeffrey R. Anderson  
Title: Senior Vice President - Finance

THE CHASE MANHATTAN BANK, as Collateral Agent,

By \_\_\_\_\_  
Name:  
Title:

and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

REIMAN PUBLICATIONS, LLC,

By \_\_\_\_\_  
Name: Jeffrey R. Anderson  
Title: Senior Vice President -Finance

REIMAN HOLDING COMPANY, LLC,

By \_\_\_\_\_  
Name: Jeffrey R. Anderson  
Title: Senior Vice President -Finance

EACH OF THE OTHER GUARANTORS LISTED ON SCHEDULE I HERETO,

By \_\_\_\_\_  
Name: Jeffrey R. Anderson  
Title:

THE CHASE MANHATTAN BANK, as Collateral Agent,

By THK  
Name:  
Title: **Thomas H. Kozlark**  
**Vice President**

LOCATION OF COLLATERAL

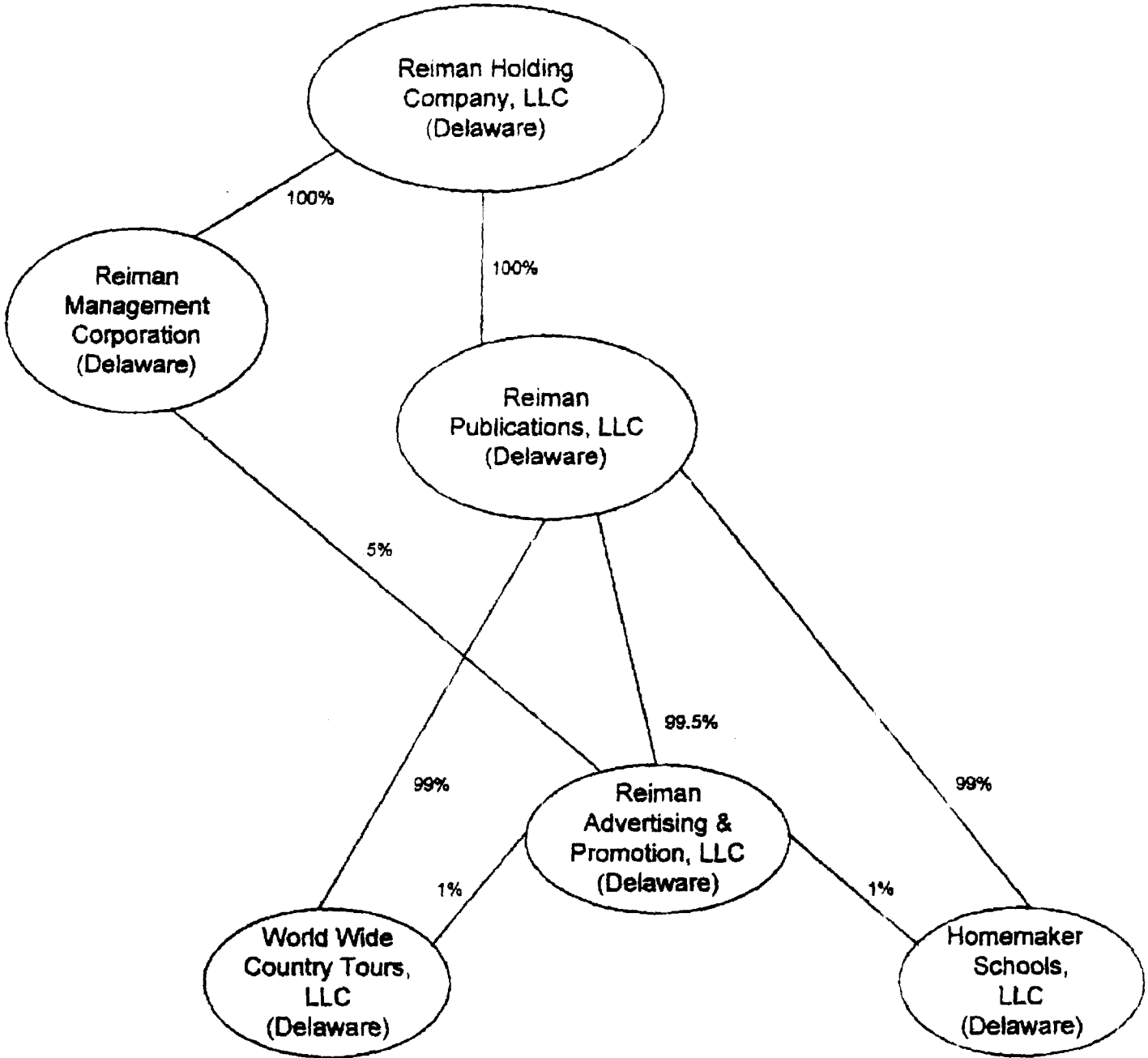
Description

Location

Schedule I  
Subsidiaries

See attached.





Schedule II

See attached.

## U.S. COPYRIGHT REGISTRATIONS

SCHEDULE

<u>Title</u>	<u>Registration No.</u>	<u>Registered</u>
Taste of Home 30-minute cookbook	TX 4663197	11/10/97
Iron will: memories of vintage tractors from the readers of Farms & Ranch living magazine	TX 4638538	7/17/97
A taste of the country	TX 4638537	7/17/97
The Christmases we used to know	TX 4638535	7/17/97
Birds & blooms 1997 calendar	TX 4638976	7/17/97
Barns calendar, 1997	TX 4638975	7/17/97
Country 1997 calendar	TX 4638974	7/17/97
Country churches 1997 calendar	TX 4638973	7/17/97
1997 cowlendar [sic]	TX 4638972	7/17/97
Taste of home 1998 daily planner	TX 4641762	10/2/97
This old barn: country folks fondly recall in words and photos the heart of their homesteads	TX 4598484	7/18/97
Dining during the depression: the simple-yet-satisfying foods that saw families through those tough years	TX 4624501	7/18/97
Crafting traditions – Vol. 13, no. 5, May/June 1995 - SERIAL: 3 work(s) Issue: v. 15, no. 3, Jan-Feb 97	TX 4401995	12/16/96
Crafting traditions – Vol. 13, no. 5, May/June 1995 - SERIAL: 3 work(s) Issue: v. 15, no. 4, Mar-Apr 97	TX 4451297	2/19/97
Crafting traditions – Vol. 13, no. 5, May/June 1995 - SERIAL: 3 work(s) Issue: v. 15, no. 5, May-Jun 97	TX 4458993	4/8/97

<u>Title</u>	<u>Registration No.</u>	<u>Registered</u>
Birds & blooms: beauty in your own backyard. SERIAL: 3 work(s) Issue: v. 3, no. 1, Feb-Mar 97	TX 4403497	1/9/97
Birds & blooms: beauty in your own backyard. SERIAL: 3 work(s) Issue: v. 3, no. 2, Apr-May 97	TX 4456816	3/6/97
Birds & blooms: beauty in your own backyard. SERIAL: 3 work(s) Issue: v. 3, no. 3, Jun-Jul 97	TX 4477358	5/9/97
Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 6 work(s) Issue: v. 4, no. 4, Aug-Sep 96	TX 4395573	1/7/97
Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 6 work(s) Issue: v. 4, no. 5, Oct-Nov 96	TX 4418178	1/27/97
Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 6 work(s) Issue: v. 4, no. 5, Oct-Nov 96	TX 4373482	11/25/96
Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 6 work(s) Issue: v. 4, no. 6, Dec 96 - Jan 97	TX 4395369	12/16/96
Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 6 work(s) Issue: v. 5, no. 1, Feb-Mar 97	TX 4434249	2/7/97
Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 6 work(s) Issue: v. 5, no. 2, Apr-May 97	TX 4452714	3/27/97

<u>Title</u>	<u>Registration No.</u>	<u>Registered</u>
Reminisce EXTRA: the magazine that brings back more good times. - vol. 1, no. 1, Feb. 1993 - SERIAL: 3 work(s) Issue: v. 4, no. 6, Dec 96	TX 4368093	11/19/96
Reminisce EXTRA: the magazine that brings back more good times. - vol. 1, no. 1, Feb. 1993 - SERIAL: 3 work(s) Issue: v. 5, no., 1, Feb 97	TX 4403498	1/9/97
Reminisce EXTRA: the magazine that brings back more good times. - vol. 1, no. 1, Feb. 1993 - SERIAL: 3 work(s) Issue: v. 5, no. 2, Apr 97	TX 4443828	3/29/97
Reminisce: the magazine that brings back the good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 7, no. 1, Jan-Feb 97	TX 4398187	12/9/96
Reminisce: the magazine that brings back the good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 7, no. 2, Mar-Apr 97	TX 4436150	2/19/97
Reminisce: the magazine that brings back the good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 7, no. 3, May-Jun 97	TX 4476310	4/28/97
Country Store: the store that's big on service, yet fits in your mailbox!	TX 4428312	1/31/97
Country extra: for those who live in or long for the country. - Vol. 1, no. 1, May 1990 - SERIAL 3 work(s) Issue: v. 7, no. 5, Jan 97	TX 4425551	1/31/97
Country extra: for those who live in or long for the country. - Vol. 1, no. 1, May 1990 - SERIAL 3 work(s) Issue: v. 7, no. 6, Mar 97	TX 4456817	3/6/97

<u>Title</u>	<u>Registration No.</u>	<u>Registered</u>
Country extra: for those who live in or long for the country. - Vol. 1, no. 1, May 1990 - SERIAL 3 work(s) Issue: v. 8, no. 1, May 97	TX 4476307	4/28/97
Country woman. - Vol. 17, no. 3, Mar./Apr. 1987 - SERIAL. 2 work(s) Issue: v. 27, no. 1, Jan-Feb 97	TX 4396208	1/31/97
Country woman. - Vol. 17, no. 3, Mar./Apr. 1987 - SERIAL: 2 work(s) Issue: v. 27, no. 2, Mar-Apr 97	TX 4448933	3/20/97
Country for those who live in or long for the country SERIAL. 4 work(s) Issue: v. 10, no. 5, Oct-Nov 96	TX 4373483	11/25/96
Country for those who live in or long for the country SERIAL: 4 work(s) Issue: v. 10, no. 6, Dec-Jan 97	TX 4368092	11/19/96
Country for those who live in or long for the country SERIAL: 4 work(s) Issue: v. 11, no. 1, Feb-Mar 97	TX 4418179	1/27/97
Country for those who live in or long for the country SERIAL: 4 work(s) Issue: v. 11, no. 2, Apr-May 97	TX 4452713	3/27/97
Farm & ranch living / editor Roy J. Reiman. - Vol. 1, no. 1 SERIAL: 3 works(s) Issue: v. 19, no. 5, Dec 96 - Jan 97	TX 4398186	12/9/96
Farm & ranch living / editor Roy J. Reiman. - Vol. 1, no. 1 SERIAL: 3 works(s) Issue: v. 19, no. 6, Feb-Mar 97	TX 4434248	2/7/97
Farm & ranch living / editor Roy J. Reiman. - Vol. 1, no. 1 SERIAL: 3 works(s) Issue: v. 20, no. 1, Apr-May 97	TX 4461753	4/8/97

<u>Title</u>	<u>Registration No.</u>	<u>Registered</u>
Where in the world is that recipe?	TX 4598495	7/18/97
At ease	TX 4574013	7/17/97
1997 taste of home calendar: featuring 12 complete "meals in minutes" menus	TX 4509588	8/9/96
Reminisce 1997 calendar: looking back during the year ahead	TX 4509587	7/18/97
Farm & ranch living's 1997 old iron calendar	TX 4509586	7/18/97
1997 pig calendar: you never sausage a calendar!	TX 4509585	7/18/97
Country women's Christmas 1997	TX 4583729	10/2/97
Tough times, strong women: hundreds of personal memories and photographs honoring some of the common yet remarkable women of the 20 <sup>th</sup> century	TX 4579103	7/17/97
Country woman Christmas: vol. 1	TX 4562816	7/18/97
Home-style soups, salads and sandwiches / editors, Julie Schnittka, Geri Truszynski; photography Scott Anderson, Glenn Thiesenhusen; ill. Jim Sibilski	TX 4562803	7/18/97
Country pork / editor, Julie Schnittka	TX 4562802	7/18/97
A day in cowboy country / editor, bob Ottum	TX 4562801	7/18/97
The memory book: a grandparent's guide to preserving your family's precious heritage / editor, Mike Martin, contributing editor, Clancy Strock, assistant editors, Mike Beno, Kristine Krueger, Henry DeFiebre; art director, Greg Miller; art associate, Sue Myers; photo coordinator, Trudi Bellin	TX 4572063	7/17/97
601 sayings to make you smile!: a collection of uplifting thoughts to brighten your day / editor, Cliff Muehlenberg, associate editors, Geri Truszynski, Mike Beno	TX 4564388	7/18/97
Reiman Publications collectible spoon set	VA 814740	9/30/96
The taste of home recipe book / editor, Julie Schnittka	TX 4279298	5/1/96
The best of country cooking / editor, Julie Schnittka	TX 4279293	5/1/96

<u>Title</u>	<u>Registration No.</u>	<u>Registered</u>
Taste of home: down-home diabetic cookbook / editor, Julie Schnittka; ill. Jim Sibilski	TX 4228697	2/8/96
Country store: spring '96: [catalog]	TX 4219178	3/25/96
We made our own fun	TX 4187836	2/20/96
Readings from reminisce	SR 197737	10/20/95
1,628 country shortcuts / editor, Roy Reiman	TX 4158421	10/20/95
A day in an Amish kitchen / editor, Bob Ottum	TX 4140866	9/5/95
1996 cowlender	TX 3743529	9/11/95
1996 pig calendar	TX 3743528	9/11/95
1996 birds & blooms calendar	TX 3743527	9/11/95
1996 meals in minutes calendar	TX 3743526	9/11/95
1996 country calendar	TX 3743525	9/11/95
1996 reminisce looking back during the year ahead calendar	TX 3743524	9/11/95
1996 old iron calendar	TX 3743523	9/11/95
Country chicken	TX 4129095	10/18/95
The good land-farm families remember	TX 4111053	8/30/95
A taste of the country / editor, Julie Schnittka; art director, Ellen Lloyd, food editor, Mary Beth Jung, assistant editor, Robert Fojut, assistant food editor, Coleen Martin; photography Scott Andersen, Mike Huibregtse	TX 4114255	8/30/95
From flappers to flivvers	TX 4096001	7/31/95
Cookin' up country breakfasts: hundreds of hearty down-home recipes guaranteed to give your family's day a scrumptious start!	TX 4029914	3/14/95
Country notecard set / photos by Bob Pool, Dick Dietrich, Joe Poehlman ... [et al.]	VA 698697	12/30/94
Reminisce notecard set	VA 698696	12/30/94



<u>Title</u>	<u>Registration No.</u>	<u>Registered</u>
cow notecard set / photos by Jean Higgins, Unicorn Stock Photos, J.C. Allen & Son, Inc. ... [et al.]	VA 698695	12/30/94
Pig notecard set / photos by Gay Bumgarner, Lynn M. Stone, John A. Raub ... [et al.]	VA 698694	12/30/94
The taste of home recipe book	TX 3667486	3/14/95
Country fun for kids!	TX 4008010	3/14/95
Reminisce: in large print: easy-to-read memories from the magazine that brings back the good times!	TX 4000536	3/14/95
When families made memories together	TX 3886493	7/29/94
A taste of the country / editor, Julie Schnittka, food editor, Mary Beth Jung, assistant food editor, Coleen Martin; food photography Mike Huibregtse, Judy Anderson	TX 3872684	8/8/94
A day in the life of the Amish	TX 3901731	9/22/94
1995 colwendar	TX 3886912	9/22/94
1995 reminisce looking back during the year ahead calendar	TX 3886911	9/22/94
1995 country calendar	TX 3886910	9/22/94
1995 pig calendar	TX 3886909	9/22/94
Dur Rovin' over 70 of the best retirement spots in the country as nominated by the readers of Reminisce magazine	TX 3733609	6/13/94
Picnic fixin's	TX 3806212	4/11/94
Country cookies / editor, Nancy Mack; art director, Ellen Lloyd; food editor, Mary Beth Jung, assistant editors, Thomas Bell, patty Kishpaugh, assistant food editor, Coleen Martin	TX 3733232	2/28/94
Bountiful harvest: a collection of hearty, down-home recipes, featuring the bounty of your garden	TX 3637393	3/25/94
Pig calendar, 1994	TX 3615121	11/12/93
Country calendar, 1994	TX 3615120	11/12/93

<u>Title</u>	<u>Registration No.</u>	<u>Registered</u>
Cowlendar, 1994	TX 3615122	11/12/93
Pig calendar, 1993	TX 3615119	11/12/93
Cowlendar, 1993	TX 3615118	11/12/93
Country calendar, 1993	TX 3615117	11/12/93
Cowlendar, 1992	TX 3615116	11/12/93
Pig calendar, 1992	TX 3615115	11/12/93
Country calendar, 1992	TX 3615114	11/12/93
The first year of Reminisce: a look back at the beginnings of the country's best-loved memories magazine	TX 3739237	11/17/93
How I met my spouse: heartwarming memories from the readers of Reminisce / editor, Mike Beno, associate editor, Sally Manich, editorial assistants, Blanche Comiskey, Joe Kertzman; art director, Julie Wagner; production Kristine Krueger; photo coordinator, Trudi Bellin	TX 3626239	9/7/93
Country casseroles / editor, Sandy Trzesniewski, assistant editor, Patty Kishpaugh; food editor, Mary Beth Jung, assistant food editor, Coleen Martin	TX 3584904	7/26/93
A taste of the country: great cooks from across the country share their favorite recipes / editors, Linda Piepenbrink, Nancy Mack, food editor, Mary Beth Jung, assistant editors, Sandy Trzesniewski, Patty Kishpaugh; art director, Ellen Lloyd; cover design and ill. Jim Sibilski; food photography Mike Huibregtse, Judy Anderson; directors of food photography, Peter Loomans, Judy Larson, Sue Myers, Linda Dzik, Peggy Bjorkman	TX 3621534	7/28/93
We pulled together and won! / editor, Deb Mulvey, assistant editors, Mike Beno, Michael Martin, Kristine Krueger, Henry DeFiebre	TX 3579633	7/12/93
Country ground beef	TX 3558131	4/29/93
Sweet & scrumptious chocolate / editor, Linda Piepenbrink; art director, Linda Dzik; food editor, Mary Beth Jung	TX 3556043	4/29/93

<u>Title</u>	<u>Registration No.</u>	<u>Registered</u>
The best of country cooking / editor, Linda Piepenbrink; assistant editors, Patricia Kishpaugh, Sandy Trzesniewski; food editor, Mary Beth Jung; food photography Mike Huibregtse	TX 3549800	4/29/93
Country information / editor, Linda Piepenbrink; contributing editor, Ann Kaiser; assistant editor, Kristine Krueger	TX 3562425	4/29/93
We had everything but money	TX 3489655	11/12/92
A taste of the country / editor, Linda Piepenbrink; food editor, Mary Beth Jung	TX 3444957	11/12/92
God's country	TX 3433451	11/12/92
A Christmas to remember	TX 3433450	11/12/92
The Most embarrassing moments of farmers and ranchers. By Reiman Publications, Inc.	TX 3343905	5/27/92
The Most embarrassing moments of farmers & ranchers / editor, Eleanor Jacobs; layout and design Lori Abramowski; cover design and cartoons Dave Carpenter	TX 1928626	5/21/86
Grandma's great desserts	TX 3290629	3/30/92
Country store: country gifts for country folds, spring '92	TX 3248623	1/27/92
Country store fall 1991 catalog	TX 3236188	11/6/91
Pasta, please / edited by Annette Gohlke, associate editor, Joan Sobczak; ill./layout artist, Janet Kumbier	TX 3196379	9/16/91
The Grandpa book / editors, Henry DeFiebre	TX 3152473	9/18/91
The Grandma book / editors, Ruth Benedict	TX 3152471	9/18/91
The Grandma book II / editor, Ruth Benedict	TX 3152470	9/18/91
The Grandpa book II / editors, Henry DeFiebre, Jackie Kinney	TX 3152469	9/18/91
A Year in the country	TX 3152323	9/16/91

<u>Title</u>	<u>Registration No.</u>	<u>Registered</u>
A Taste of the country / editor, Linda Pipenbrink, food editor, Mary Beth Jung, editorial assistant, Kristine Krueger; art directors, Doris Schaffer, Jim Sibilski; food photography Mike Huibregtse, Photograph Unlimited, directory of food photography Peter Loomans	TX 3152301	9/16/91
A year in the country / [editor, Jean VanDyke]	TX 3154276	9/23/91
A year in the country / [editor, Jean VanDyke]	TX 3154275	9/23/91
Christmas country-style / [editor, Linda Piepenbrink.]	TX 3154274	9/23/91
1991 country calendar	TX 3134701	3/6/91
Country handcrafts Christmas ornament collection	TX 3119888	7/15/91
A Taste of the country / editor, Jean VanDyke; food editor, Grace Howaniec; food photography Mike Huibregtse	TX 3113972	7/22/91
A Taste of the country / editor, Jean VanDyke; food editor, Grace Howaniec; food photography Mike Huibregtse	TX 3113971	7/22/91
Country characters / editor, Dan Johnson	TX 3114159	7/18/91
From the mouths of little sprouts / editor, Linda Piepenbrink	TX 3106834	7/15/91
Pig calendar, 1991	TX 3045014	3/6/91
Cowlendar, 1991	TX 3045013	3/6/91
A Year in the country	TX 2974955	12/10/90
Holstein Christmas cards: no. 5201 / designed by Margo Meyer	VA 390580	2/12/90
Country silhouette Christmas cards: no 5217 / designed by Bonnie Mohr	VA 390579	2/12/90
Horse	VAu67785	8/20/84
Green tractor	VAu67784	8/20/84
Red tractor	VAu67783	8/20/84

<u>Title</u>	<u>Registration No.</u>	<u>Registered</u>
J. I. Case tractor	VAu67782	8/20/84
Agphabet, a letter-perfect alphabet for agriculture	VA 18193	1/16/79
Loto 1000	TXu219033	8/19/85
The Money's in the mail!	TXu219032	8/16/85
Country handcrafts Christmas stocking collection	TX 1973772	9/30/86
Rural roots: Getting to know Grandma / editor, Eleanor Jacobs; cover design and art Jim Sibilski	TX 1912820	9/25/86
Rural roots: Getting to know Grandpa / editor, Eleanor Jacobs; cover design and art Jim Sibilski	TX 1912815	9/25/86
Why farm wives age fast: no. 2 / editor, Eleanor Jacobs	TX 1844846	6/17/86
Country direct mail	TX 1646521	8/16/85
Cat tails and meadowlarks: poems from the country / editor, Ruth Benedict	TX 806291	11/18/81
Agphabet cross stitch: fits agriculture to the letter / [agphabet designer, Matt Kastelic; copy editor, Mary Leonard].	TX 806223	11/18/81
Farm wife news sweets 'n' treats / edited by Annette Gohlke; ill./layout artist, Janet Kumbier	TX 640614	3/2/81
Showers / editor, Ruth Benedict; photography Mike Huijbregtse, ill. Jan Kumbier, Peggy Bjorkman	TX 511621	7/17/80
Is she going to make it, Doc? By John B. Herrick; [Frank Lessiter, editor].	TX 424553	2/27/80
Cooking 'n' crafts just for kids / [prepared by the staff of Farm wife news; editor, Ann Kaiser; food editor, Annette Gohlke, crafts editor, Lynn Wahner; photography Mike Chiaverina]	TX 414684	2/11/80
Country people / editor, Ruth Benedict	TX 405081	1/28/80
Horsepower / by Frank Lessiter; edited by Roy Reiman	TX 405034	1/28/80
Ground beef "round-up" / edited by Annette Gohlke, food editor; ill. By Peggy Bjorkman	TX 404877	1/28/80

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Mailbox mania, along rural routes / edited by Ruth Benedict; ill. by Peggy Bjorkman; associate artists, Jan Sanford. Tom Hunt, Greg Kot	TX 404875	1/28/80
Neat knitting projects: a permanent reference work for all knitters / by Ruhama Weiner; editor, Ruth Benedict. photography Nick Patrinis; ill. Jan Sanford	TX 333732	7/30/79
The Mitten book / by Mary Lamb Becker; editor, Ruth Benedict; photography Mike Huibregtse; ill. Jan Kumbier	TX 298809	7/30/79
Diabetic dining: a host of palate-pleasing recipes for diabetics and others cooking only for two / by Darlene Krönschnabel; edited by Annette Gohlke; ill. by Peggy Bjorkman	TX 240142	5/7/79
Farm wife news appealing apple recipes / edited by Annette Gohlke; ill. by Peggy Bjorkman	TX 149494	11/28/78
Talk about pets. – Vol. 1, no. 1, Feb./Mar. 1995 - SERIAL: 1 work(s); Issue: v. 1, no. 1, Feb-Mark 95 Premiere issue. (CO corres.)	TX 4013121	1/10/95
Crafting traditions. – Vol. 13, no. 5, May/June 1995 - SERIAL: 2 work(s) Issue: v. 13, no. 6, Jul-Aug 95	TX 4096688	8/10/95
Crafting traditions. – Vol. 13, no. 5, May/June 1995 - SERIAL: 2 work(s) Issue: v. 14, no. 1, Sep-Oct 95	TX 4088206	8/10/95
Crafting traditions. – Vol. 13, no. 5, May/June 1995 - SERIAL: 1 work(s) Issue: v. 13, no. 5, May-Jun 95. Premiere	TX 4010061	4/17/95
Birds & blooms: beauty in your own backyard. SERIAL: 2 work(s) Issue: v. 1, no. 4, Aug-Sep 95	TX 4097032	7/24/95
Birds & blooms: beauty in your own backyard. SERIAL: 2 work(s) Issue: v. 1, no. 5, Oct-Nov 95	TX 4110101	9/21/95

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Birds & blooms: beauty in your own backyard. SERIAL: 3 work(s) Issue: v 1, no. 1, premiere issue. (CO corres.)	TX 4013122	1/10/95
Birds & blooms: beauty in your own backyard. SERIAL: 3 work(s) Issue: v 1, no. 2, Apr-May 95	TX 3992441	3/13/95
Birds & blooms: beauty in your own backyard. SERIAL: 3 work(s) Issue: v 1, no. 3, Jun-Jul 95	TX 4013097	5/15/95
As you were: where fond military memories fall in. - Premiere issue-	TX 3988847	1/19/95
Taste of home: the magazine edited by a thousand country cocks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 3 work(s) Issue: v. 3, no. 3, Jun-Jul 95	TX 4097274	8/21/95
Taste of home: the magazine edited by a thousand country cocks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 3 work(s) Issue: v. 3, no. 4m, Aug-Sep 95	TX 4062337	7/24/95
Taste of home: the magazine edited by a thousand country cocks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 3 work(s) Issue: v. 3, no. 5, Oct-Nov 95	TX 4109690	10/6/95
Taste of home: the magazine edited by a thousand country cocks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 2 work(s) Issue: v. 2, no. 6, Dec-Jan 95. (CO corres.)	TX 3966688	11/30/94
Taste of home: the magazine edited by a thousand country cocks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 2 work(s) Issue: v. 3, no. 1, Feb-Mar 95	TX 3982976	1/30/95
Taste of home: the magazine edited by a thousand country cocks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 4 work(s) Issue: v. 2, no.3, Jun-Jul 94	TX 3870496	5/26/94

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Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 4 work(s) Issue: v. 2, no. 4, Aug-Sep 94	TX 3889061	8/16/94
Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 4 work(s) Issue: v. 2, no. 5, Oct-Nov 94	TX 3900142	9/26/94
Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 4 work(s) Issue: v. 3, no. 2, Apr-May 95	TX 3650846	3/31/95
Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 4 work(s) Issue: v. 1, no. 5, Oct-Nov 93	TX 3702113	10/12/93
Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 4 work(s) Issue: v. 1, no. 6, Dec-Jan 94	TX 3680230	12/8/93
Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 4 work(s) Issue: v. 2, no. 1, Feb-Mar 94	TX 3732869	2/3/94
Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 4 work(s) Issue: v. 2, no. 2, Apr-May 94	TX 3779012	3/28/94
Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 2 work(s) Issue: v. 1, no. 3, Jun-Jul 93	TX 3571856	6/1/93
Taste of home: the magazine edited by a thousand country cooks! - Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 2 work(s) Issue: v. 1, no. 4, Aug-Sep 93	TX 3610500	8/4/93



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Taste of home: the magazine edited by a thousand country cooks! – Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 3 work(s) Issue: v. 31 no. 1, Feb-Mar 93. Premier ed	TX 3456843	1/7/93
Taste of home: the magazine edited by a thousand country cooks! – Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 3 work(s) Issue: v. 1, no. 1, Feb-Mar 93	TX 3476366	2/1/93
Taste of home: the magazine edited by a thousand country cooks! – Vol. 1, no. 1, Feb./Mar. 1993 - SERIAL: 3 work(s) Issue: v. 1, no. 2, Apr-May 93	TX 3528315	3/31/93
Reminisce EXTRA: the magazine that brings back more good times. – Vol. 1, no. 1, Feb. 1993 - SERIAL: 3 work(s) Issue: v. 3, no. 3, Jun 95	TX 4099186	5/19/95
Reminisce EXTRA: the magazine that brings back more good times. – Vol. 1, no. 1, Feb. 1993 - SERIAL: 3 work(s) Issue: v. 3, no. 4, Aug 95	TX 4097031	7/24/95
Reminisce EXTRA: the magazine that brings back more good times. – Vol. 1, no. 1, Feb. 1993 - SERIAL: 3 work(s) Issue: v. 3, no. 5, Oct 95	TX 4110102	9/21/95
Reminisce EXTRA: the magazine that brings back more good times. – Vol. 1, no. 1, Feb. 1993 - SERIAL: 3 work(s) Issue: v. 2, no. 6, Dec 94	TX 3941541	11/16/94
Reminisce EXTRA: the magazine that brings back more good times. – Vol. 1, no. 1, Feb. 1993 - SERIAL: 3 work(s) Issue: v. 3, no 1, Feb 95	TX 3988274	1/19/95
Reminisce EXTRA: the magazine that brings back more good times. – Vol. 1, no. 1, Feb. 1993 - SERIAL: 3 work(s) Issue: v. 3, no. 2, Apr 95	TX 3998138	3/13/95

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Reminisce EXTRA: the magazine that brings back more good times. - Vol. 1, no. 1, Feb. 1993 - SERIAL: 2 work(s) Issue: v 2, no. 4, Aug 94	TX 3817455	7/11/94
Reminisce EXTRA: the magazine that brings back more good times. - Vol. 1, no. 1, Feb. 1993 - SERIAL: 2 work(s) Issue: v 2, no. 5, Oct 94	TX 3912299	9/20/94
Reminisce EXTRA: the magazine that brings back more good times. - Vol. 1, no. 1, Feb. 1993 - SERIAL: 4 work(s) Issue: v 1, no. 6, Dec 93	TX 3680706	11/15/93
Reminisce EXTRA: the magazine that brings back more good times. - Vol. 1, no. 1, Feb. 1993 - SERIAL: 4 work(s) Issue: v 2, no. 1, Feb 94	TX 3732345	1/24/94
Reminisce EXTRA: the magazine that brings back more good times. - Vol. 1, no. 1, Feb. 1993 - SERIAL: 4 work(s) Issue: v 2, no. 2, Apr 94	TX 3750999	3/18/94
Reminisce EXTRA: the magazine that brings back more good times. - Vol. 1, no. 1, Feb. 1993 - SERIAL: 4 work(s) Issue: v 2, no. 3, Jun 94	TX 3792101	5/17/94
Reminisce EXTRA: the magazine that brings back more good times. - Vol. 1, no. 1, Feb. 1993 - SERIAL: 2 work(s) Issue: v 1, no. 4, Aug 93	TX 3597404	7/26/93
Reminisce EXTRA: the magazine that brings back more good times. - Vol. 1, no. 1, Feb. 1993 - SERIAL: 2 work(s) Issue: v 1, no. 5, Oct 93	TX 3630539	9/16/93
Reminisce EXTRA: the magazine that brings back more good times. - Vol. 1, no. 1, Feb. 1993 - SERIAL: 3 work(s) Issue: v 1, no. 1, Feb 93	TX 3479419	2/1/93

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Reminisce EXTRA: the magazine that brings back more good times. - Vol. 1, no. 1, Feb. 1993 - SERIAL: 3 work(s) Issue: v. 1, no. 2, Apr 93	TX 3504395	3/15/93
Reminisce EXTRA: the magazine that brings back more good times. - Vol. 1, no. 1, Feb. 1993 - SERIAL: 3 work(s) Issue: v. 1, no. 3, June 93	TX 3540098	5/12/93
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 2 work(s) Issue: v. 5, no. 5, Sep-Oct 95	TX 4106459	8/28/95
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 2 work(s) Issue: v. 5, no. 6, Nov-Dec 95	TX 4116396	10/16/95
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 5, no. 1, Jan-Feb 95	TX 3953413	12/15/94
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 5, no. 2, Mar-Apr 95	TX 3990692	2/15/95
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 5, no. 4, Jul-Aug 95	TX 4022661	5/15/95
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 4, no. 4, Jul-Aug 94	TX 3816322	5/20/94
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 4, no. 5, Sep-Oct 94	TX 3889229	8/19/94
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 4, no. 6, Nov-Dec 95	TX 3922893	10/24/94

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Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 4, no. 1, Jan-Feb 94	TX 3692583	12/10/93
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 4, no. 2, Mar-Apr 94	TX 3737403	2/14/94
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 4, no. 3, May-Jun 94	TX 3773350	4/19/94
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 4 work(s) Issue: v. 3, no. 3, May-Jun 93	TX 3610844	6/21/93
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 4 work(s) Issue: v. 3, no. 4, Jul-Aug 93	TX3610846	6/21/93
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 4 work(s) Issue: v. 3, no. 5, Sep-Oct 93	TX 3634940	8/24/93
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 4 work(s) Issue: v. 3, no. 6, Nov-Dec 93	TX 3661462	10/19/93
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 2 work(s) Issue: v. 3, no. 1, Jan-Feb 93	TX 3479463	2/4/93
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 2 work(s) Issue: v. 3, no. 2, Mar-Apr 93	TX 3528314	4/12/93
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 2, no. 4, Jul-Aug 92	TX 3351449	7/14/92
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 2, no. 5, Sep-Oct 92	TX 3370646	8/17/92

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Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 2, no. 6, Nov-Dec 92	TX 3421320	11/6/92
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 2, no. 1, Jan-Feb 92	TX 3213177	12/26/91
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 2, no. 2, Mar-Apr 92	TX 3253830	2/14/92
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 2, no. 3, May- Jun 92	TX 3296231	4/27/92
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 1, no. 3, Jul-Aug 91	TX 3089023	6/10/91
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 1, no. 4, Sep-Oct 91	TX 3129104	8/14/91
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 3 work(s) Issue: v. 1, no. 5, Nov-Dec 91	TX 3162446	10/15/91
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 2 work(s) Issue: v. 1, no. 1, Premiere issue	TX 2984795	1/9/91
Reminisce: the magazine that brings back more good times. - Vol. 1, no. 1, 1991 - SERIAL: 2 work(s) Issue: v. 1, no. 2, spring 91	TX 3039809	4/8/91
Country Store: the store that's big on service, yet fits in your mailbox!. SERIAL: 1 work(s) Issue: spring 95	TX4013679	3/27/95
Country Store: the store that's big on service, yet fits in your mailbox!. SERIAL: 1 work(s) Issue: fall 94	TX 3883885	9/2/94

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Country Store: the store that's big on service, yet fits in your mailbox!. SERIAL: 3 work(s) Issue: early spring 93	TX 3678658	11/16/93
Country Store: the store that's big on service, yet fits in your mailbox!. SERIAL: 3 work(s) Issue: fall 93	TX 3678659	11/16/93
Country Store: the store that's big on service, yet fits in your mailbox!. SERIAL: 3 work(s) Issue: spring 94	TX 3750642	2/14/94
Country Store: the store that's big on service, yet fits in your mailbox!. SERIAL: 2 work(s) Issue: fall 90	TX 3048664	2/27/91
Country Store: the store that's big on service, yet fits in your mailbox!. SERIAL: 2 work(s) Issue: spring 91	TX 3061192	2/27/91
Country Store: the store that's big on service, yet fits in your mailbox!. SERIAL: 2 work(s) Issue: fall 89	TX 2859576	5/30/90
Country Store: the store that's big on service, yet fits in your mailbox!. SERIAL: 2 work(s) Issue: spring-summer 90	TX 2873613	5/30/90
Country extra: for those who live in or long for the country. - Vol. 1, no. 1, May 1990 - SERIAL: 2 work(s) Issue: v. 6, no. 2, Jul 95	TX 4054298	6/26/95
Country extra: for those who live in or long for the country. - Vol. 1, no. 1, May 1990 - SERIAL: 2 work(s) Issue: v. 6, no. 3, Sep 95	TX 4106458	8/28/95
Country extra: for those who live in or long for the country. - Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v. 5, no. 5, Jan 95	TX 3966645	12/27/94
Country extra: for those who live in or long for the country. - Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v. 5, no. 6, Mar 95	TX 3996039	2/27/95

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Country extra: for those who live in or long for the country – Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v 6, no. 1, May 95	TX 4014169	4/17/95
Country extra: for those who live in or long for the country – Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v 5, no. 2, Jul 94	TX 3817049	6/27/94
Country extra: for those who live in or long for the country – Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v 5, no.3, Sep 94	TX 3889407	8/30/94
Country extra: for those who live in or long for the country – Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v.5, no. 4, Nov 94	TX 3923003	10/24/94
Country extra: for those who live in or long for the country – Vol. 1, no. 1, May 1990 - SERIAL: 4 work(s) Issue: v. 4, no. 4, Nov 93	TX 3668231	11/5/93
Country extra: for those who live in or long for the country – Vol. 1, no. 1, May 1990 - SERIAL: 4 work(s) Issue: v. 4, no. 5, Jan 94	TX 3744302	12/27/93
Country extra: for those who live in or long for the country – Vol. 1, no. 1, May 1990 - SERIAL: 4 work(s) Issue: v. 4, no. 6, Mar 94	TX 3737459	2/22/94
Country extra: for those who live in or long for the country – Vol. 1, no. 1, May 1990 - SERIAL: 4 work(s) Issue: v. 5, no. 1, May 94	TX 3783971	4/26/94
Country extra: for those who live in or long for the country – Vol. 1, no. 1, May 1990 - SERIAL: 2 work(s) Issue: v. 4, no. 2, Jul 93	TX 3578714	7/1/93
Country extra: for those who live in or long for the country – Vol. 1, no. 1, May 1990 - SERIAL: 2 work(s) Issue: v. 4, no. 3, Sep 93	TX 3635263	8/26/93
Country extra: for those who live in or long for the country – Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v. 3, no. 5, Jan 93	TX3479465	2/4/93

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Country extra: for those who live in or long for the country. - Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v. 3, no. 6, Mar 93	TX 3528398	3/9/93
Country extra: for those who live in or long for the country. - Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v. 4, no.6, May 93	TX 3536198	5/7/93
Country extra: for those who live in or long for the country. - Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v. 3, no. 2, Jul 92	TX 3351437	7/13/92
Country extra: for those who live in or long for the country. - Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v. 3, no. 3, Sep 92	TX 3397322	10/2/92
Country extra: for those who live in or long for the country. - Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v. 3, no. 4, Nov 92	TX 3421318	11/6/92
Country extra: for those who live in or long for the country. - Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v. 2, no. 5, Jan 92	TX 3213202	12/24/91
Country extra: for those who live in or long for the country - Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v 2, no. 6, Mar 92	TX 3271660	3/5/92
Country extra: for those who live in or long for the country - Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v 3, no. 1, May 92	TX 3296239	4/27/92
Country extra: for those who live in or long for the country - Vol. 1, No. 1, May 1990 - SERIAL 3 work(s)	TX 3174213	6/20/91
Country extra: for those who live in or long for the country.- Vol. 1, No. 1, May 1990 - SERIAL 3 work(s)	TX 3136087	8/26/91
Country extra: for those who live in or long for the country.- Vol. 1, No. 1, May 1990-. SERIAL 3 work(s)	TX 3164392	10/22/91
Country extra: for those who live in or long for the country. - Vol. 1, no 1, May 1990 - SERIAL: 3 work(s) Issue: v. 1, no. 5, Jan 91	TX 2964634	12/20/90



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Country extra: for those who live in or long for the country. – Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v. 1, no. 6, Mar 91	TX 3020371	2/25/91
Country extra: for those who live in or long for the country. – Vol. 1, no. 1, May 1990 - SERIAL: 3 work(s) Issue: v. 2, no. 1, May 91	TX 3059085	4/29/91
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 3 work(s) Issue: v. 25, no. 2, Mar-Apr 95	TX 4077919	4/28/95
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 3 work(s) Issue: v. 25, no. 3, May-Jun 95	TX 4077920	4/28/95
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 3 work(s) Issue: v. 25, no. 4, Jul-Aug 95	TX 4074080	7/11/95
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 1 work(s) Issue: v. 25, no. 1, Jan-Feb 95	TX 3972216	2/12/95
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 4 work(s) Issue: v. 24, no. 3, May-Jun 94	TX 3811836	5/2/94
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 4 work(s) Issue: v. 24, no. 4, Jul-Aug 94	TX 3867334	7/8/94
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 4 work(s) Issue: v. 24, no. 5, Sep-Oct 94	TX 3883640	9/2/94
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 4 work(s) Issue: v. 24, no. 6, Nov-Dec 94	TX 3931841	11/7/94
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 5 work(s) Issue: v. 23, no. 4, Jul-Aug 93	TX 3691526	9/8/93

<u>Title</u>	<u>Registration No.</u>	<u>Registered</u>
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 5 work(s) Issue: v 23, no. 5, Sep-Oct 93	TX 3691540	9/8/93
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 5 work(s) Issue: v 23, no. 6, Nov-Dec 93	TX 3675059	11/8/93
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 5 work(s) Issue: v 24, no. 1, Jan-Feb 94	TX 3757741	1/10/94
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 5 work(s) Issue: v 24, no. 2, Mar-Apr 94	TX 3761601	3/7/94
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 1 work(s) Issue: v 23, no. 3, May-Jun 93	TX 3576910	6/17/93
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 2 work(s) Issue: v 23, no. 1, Jan-Feb 93	TX 3469245	2/4/93
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 2 work(s) Issue: v 23, no. 2, Mar-Apr 93	TX 3494579	3/10/93
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 4 work(s) Issue: v 22, no. 3, May-Jun 92	TX 3343821	7/13/92
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 4 work(s) Issue: v 22, no. 4, Jul-Aug 92	TX 3343727	7/13/92
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 4 work(s) Issue: v 22, no. 5, Sep-Oct 92	TX 3399619	10/02/92
Country woman. – Vol. 17, no. 3, Mar./Apr 1987 - SERIAL: 4 work(s) Issue: v 22, no. 6, Nov-Dec 92	TX 3420708	11/06/92

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Country woman. – Vol. 17, no. 3, Mar./Apr. 1987 - SERIAL: 2 work(s) Issue v. 22, no. 1, Jan-Feb 92	TX 3220724	1/13/92
Country woman. – Vol. 17, no. 3, Mar./Apr. 1987 - SERIAL: 2 work(s) Issue v. 22, no. 2, Mar-Apr 92	TX 3265848	3/5/92
Country woman. – Vol. 17, no. 3, Mar./Apr. 1987 - SERIAL: 3 work(s) Issue: v. 21, no. 4, Jul-Aug 91	TX 3105622	7/8/91
Country woman. – Vol. 17, no. 3, Mar./Apr. 1987 - SERIAL: 3 work(s) Issue: v. 21, no. 5, Sep-Oct 91	TX 3140314	9/6/91
Country woman. – Vol. 17, no. 3, Mar./Apr. 1987 - SERIAL: 3 work(s) Issue: v. 21, no. 6, Nov-Dec 91	TX 3183707	11/8/91
Country woman. – Vol. 17, no. 3, Mar./Apr. 1987 - SERIAL: 3 work(s) Issue: v. 21, no. 1, Jan-Feb 91	TX 2984788	1/9/91
Country woman. – Vol. 17, no. 3, Mar./Apr. 1987 - SERIAL: 3 work(s) Issue: v. 21, no. 2, Mar-Apr 91	TX 3030095	3/7/91
Country woman. – Vol. 17, no. 3, Mar./Apr. 1987 - SERIAL: 3 work(s) Issue: v. 21, no. 3, May-Jun 91	TX 3070020	5/24/91
Country: for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 9, no. 3, Jun-Jul 95	TX 4099188	5/22/95
Country: for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 9, no. 4, Aug-Sep 95	TX 4062341	7/24/95
Country: for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 9, no. 5, Oct-Nov 95	TX 4108907	9/25/95

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Country for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 8, no. 6, Dec 94-Jan 95	TX 3941081	11/23/94
Country for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 9, no. 1, Feb-Mar 95	TX 3983096	1/30/95
Country for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 9, no. 2, Apr-May 95	TX 4013480	3/24/95
Country for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 8, no. 3, Jun-Jul 94	TX 3816032	5/23/94
Country for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 8, no. 4, Aug-Sep 94	TX 3870791	7/29/94
Country for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 8, no. 5, Oct-Nov 94	TX 3900141	9/26/94
Country for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 7, no. 6, Dec-Jan 94	TX 3729953	11/26/93
Country for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 8, no. 1, Feb-Mar 94	TX 3732674	1/28/94
Country for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 8, no. 2, Apr-Mar 94	TX 3751637	3/21/94
Country for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 7, no. 3, Jun-Jul 93	TX 3578876	5/24/93
Country for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 7, no. 4, Aug-Sep 93	TX 3597403	7/26/93

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Country: for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 7, no. 5, Oct-Nov 93	TX 3638378	9/27/93
Country: for those who live in or long for the country SERIAL: 3 work(s) Issue: v. 6, no. 6, Dec 92-Jan 93	TX 3440961	12/7/92
Country: for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 7, no. 1, Feb-Mar 93	TX 3479464	2/4/93
Country: for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 7, no. 2, Apr-May 93	TX 3528313	4/12/93
Country: for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 6, no. 3, Jun-Jul 92	TX 3351282	7/13/92
Country: for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 6, no. 4, Aug-Sep 92	TX 3352894	7/27/92
Country: for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 6, no. 5, Oct-Nov 92	TX 3397361	10/2/92
Country: for those who live in or long for the country. SERIAL: 2 work(s) Issue: v. 6, no. 1, Feb-Mar 92	TX 3238408	1/28/92
Country: for those who live in or long for the country. SERIAL: 2 work(s) Issue: v. 6, no. 2, Apr-May 92	TX 3276083	3/30/92
Country: for those who live in or long for the country. SERIAL: 3 work(s) Issue: v. 5, no. 4, Aug 91	TX 3103199	7/19/91
Country: for those who live in or long for the country SERIAL: 3 work(s) Issue: v. 5, no. 5, Oct 91	TX 3148598	9/20/91

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Country: for those who live in or long for the country. SERIAL 3 work(s) Issue: v. 5, no. 6, Dec 91-Jan 92	TX 3201875	12/2/91
Country: for those who live in or long for the country. SERIAL 3 work(s) Issue: v. 4, no. 7, Feb-Mar 91	TX 2999103	2/4/91
Country: for those who live in or long for the country. SERIAL 3 work(s) Issue: v. 5, no. 2, Apr 91	TX 3034819	3/25/91
Country: for those who live in or long for the country. SERIAL 3 work(s) Issue: v. 5, no. 3, Jun 91	TX 3062504	5/13/91
Country handcrafts/[editor, Sandra Lee Wright... [et al.]]. - Vol. 1, no. 1, autumn 1982-v. 13, no. 4, spring 1995. SERIAL 2 work(s) Issue: v. 13, no. 3, winter 95	TX 3966399	12/27/94
Country handcrafts/[editor, Sandra Lee Wright... [et al.]]. - Vol. 1, no. 1, autumn 1982-v. 13, no. 4, spring 1995. SERIAL 2 work(s) Issue: v. 13, no. 4, spring 95	TX 3996038	2/27/95
Country handcrafts/[editor, Sandra Lee Wright... [et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 3 work(s) Issue: v. 12, no. 6, summer 94	TX 3817467	6/23/94
Country handcrafts/[editor, Sandra Lee Wright... [et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 3 work(s) Issue: v. 13, no. 1, autumn 94	TX 3900366	8/29/94
Country handcrafts/[editor, Sandra Lee Wright... [et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 3 work(s) Issue: v. 13, no. 2, Dec-Jan 95	TX 3922943	10/24/94
Country handcrafts/[editor, Sandra Lee Wright... [et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 4 work(s) Issue: v. 12, no. 2, Dec 92-Jan 93	TX 3668247	11/8/93

<u>Title</u>	<u>Registration No.</u>	<u>Registered</u>
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 4 work(s) Issue: v. 12, no. 3, Feb-Mar 94	TX 3732974	12/27/93
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 4 work(s) Issue: v. 12, no. 4, Apr-May 94	TX 3747283	2/28/94
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 4 work(s) Issue: v. 12, no. 5, Jun-Jul 94	TX 3791751	4/26/94
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 3 work(s) Issue: v. 11, no. 5, Jun-Jul 93	TX 3588565	6/30/93
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 3 work(s) Issue: v. 11, no. 6, Aug-Sep 93	TX 3588566	6/30/93
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 3 work(s) Issue: v. 12, no. 1, Oct-Nov 93	TX 3634939	8/24/93
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 2 work(s) Issue: v. 11, no. 3, Feb-Mar 93	TX 3456844	1/7/93
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 2 work(s) Issue: v. 11, no. 4, Apr-May 93	TX 3528397	3/9/93
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 3 work(s) Issue: v. 10, no. 6, summer 92	TX 3342968	7/13/92
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 3 work(s) Issue: v. 11, no. 1, autumn 92	TX 3372218	8/21/92
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. - Vol. 1, no. 1, autumn 1982. SERIAL: 3 work(s) Issue: v. 11, no. 2, holiday Dec 92-Jan 93	TX 3421315	11/6/92

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Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. – Vol. 1, no. 1, autumn 1982. SERIAL: 4 work(s) Issue: v. 10, no. 2, holiday 92	TX 3219482	12/27/91
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. – Vol. 1, no. 1, autumn 1982. SERIAL: 4 work(s) Issue: v. 10, no. 3, winter 92	TX 3219481	12/27/91
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. – Vol. 1, no. 1, autumn 1982. SERIAL: 4 work(s) Issue: v. 10, no. 4, spring 92	TX 3264937	2/28/92
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. – Vol. 1, no. 1, autumn 1982. SERIAL: 4 work(s) Issue: v. 10, no. 5, Jun-Jul 92	TX 3312629	5/11/92
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. – Vol. 1, no. 1, autumn 1982. SERIAL: 2 work(s) Issue: v. 9, no. 6, summer 91	TX 3097133	6/20/91
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. – Vol. 1, no. 1, autumn 1982. SERIAL: 2 work(s) Issue: v. 10, no. 1, autumn 91	TX 3127765	8/22/91
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. – Vol. 1, no. 1, autumn 1982. SERIAL: 3 work(s) Issue: v. 9, no. 3, Feb-Mar 91	TX 2989293	1/16/91
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. – Vol. 1, no. 1, autumn 1982. SERIAL: 3 work(s) Issue: v. 9, no. 4, Apr-May 91	TX 3029799	2/25/91
Country handicrafts/[editor, Sandra Lee Wright...[et al.]]. – Vol. 1, no. 1, autumn 1982. SERIAL: 3 work(s) Issue: v. 9, no. 5, Jun-Jul 91	TX 3063819	4/29/91
Farm & ranch living/editor, Roy J. Rieman – Vol. 1, no. 1 - SERIAL: 3 work(s) Issue: v. 18, no2, Jun-Jul 95	TX 4125835	11/3/95
Farm & ranch living/editor, Roy J. Rieman – Vol. 1, no. 1 - SERIAL: 3 work(s) Issue: v. 18, no. 3, Aug-Sep 95	TX 4116762	10/6/95



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Farm & ranch living/editor, Roy J. Rieman -- Vol. 1, no. 1 - SERIAL: 3 work(s) Issue: v. 18, no. 4, Oct-Nov 95	TX 4109689	10/6/95
Farm & ranch living/editor, Roy J. Rieman -- Vol. 1, no. 1 - SERIAL: 2 work(s) Issue: v. 17, no. 5, Dec-Jan 95	TX 3966695	11/30/94
Farm & ranch living/editor, Roy J. Rieman -- Vol. 1, no. 1 - SERIAL: 2 work(s) Issue: v. 17, no. 6, Feb-Mar 95	TX 3988792	2/13/95
Farm & ranch living/editor, Roy J. Rieman -- Vol. 1, no. 1 - SERIAL: 4 work(s) Issue: v. 17, no. 2, Jun-Jul 94	TX 3876887	6/6/94
Farm & ranch living/editor, Roy J. Rieman -- Vol. 1, no. 1 - SERIAL: 4 work(s) Issue: v. 17, no. 3, Aug-Sep 94	TX 3889230	8/19/94
Farm & ranch living/editor, Roy J. Rieman -- Vol. 1, no. 1 - SERIAL: 4 work(s) Issue: v. 17, no. 4, Oct-Nov 94	TX 3915375	10/13/94
Farm & ranch living/editor, Roy J. Rieman -- Vol. 1, no. 1 - SERIAL: 4 work(s) Issue: v. 18, no. 1, Apr-May 95	TX 3650563	4/10/95
Farm & ranch living/editor, Roy J. Rieman -- Vol. 1, no. 1 - SERIAL: 4 work(s) Issue: v. 16, no. 4, Oct-Nov 93	TX 3724945	10/12/93
Farm & ranch living/editor, Roy J. Rieman -- Vol. 1, no. 1 - SERIAL: 4 work(s) Issue: v. 16, no. 5, Dec-Jan 94	TX 3680231	12/8/93
Farm & ranch living/editor, Roy J. Rieman -- Vol. 1, no. 1 - SERIAL: 4 work(s) Issue: v. 16, no. 6, Feb-Mar 94	TX 3732575	2/14/94
Farm & ranch living/editor, Roy J. Rieman -- Vol. 1, no. 1 - SERIAL: 4 work(s) Issue: v. 17, no. 1, Apr-May 94	TX 3780009	4/1/94

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Farm & ranch living/editor, Roy J. Rieman – Vol. 1, no. 1 - SERIAL: 2 work(s) Issue: v. 16, no. 2, Jun-Jul 93	TX 3571821	6/14/93
Farm & ranch living/editor, Roy J. Rieman – Vol. 1, no. 1 - SERIAL: 2 work(s) Issue: v. 16, no. 3, Aug-Sep 93	TX 3650164	8/4/93
Farm & ranch living/editor, Roy J. Rieman – Vol. 1, no. 1 - SERIAL: 3 work(s) Issue: v. 15, no. 5, Dec 92-Jan 93	TX 3440872	12/7/92
Farm & ranch living/editor, Roy J. Rieman – Vol. 1, no. 1 - SERIAL: 3 work(s) Issue: v. 15, no. 6, Feb-Mar 93	TX 3479623	2/16/93
Farm & ranch living/editor, Roy J. Rieman – Vol. 1, no. 1 - SERIAL: 3 work(s) Issue: v. 16, no. 1, Apr-May 93	TX 3528312	4/12/93
Farm & ranch living/editor, Roy J. Rieman – Vol. 1, no. 1 - SERIAL: 3 work(s) Issue: v. 15, no. 2, Jun-Jul 92	TX 3342972	7/13/92
Farm & ranch living/editor, Roy J. Rieman – Vol. 1, no. 1 - SERIAL: 3 work(s) Issue: v. 15, no. 3, Aug-Sep 92	TX 3366012	8/5/92
Farm & ranch living/editor, Roy J. Rieman – Vol. 1, no. 1 - SERIAL: 3 work(s) Issue: v. 15, no. 4, Oct-Nov 92	TX 3397365	10/2/92
Farm & ranch living/editor, Roy J. Rieman – Vol. 1, no. 1 - SERIAL: 3 work(s) Issue: v. 14, no. 5, Dec 91-Jan 92	TX 3213182	12/26/91
Farm & ranch living/editor, Roy J. Rieman – Vol. 1, no. 1 - SERIAL: 3 work(s) Issue: v. 14, no. 6, Feb-Mar 92	TX 3271608	3/5/92
Farm & ranch living/editor, Roy J. Rieman – Vol. 1, no. 1 - SERIAL: 3 work(s) Issue: v. 15, no. 1, Apr-May 92	TX 3296236	4/27/92

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Farm & ranch living/editor, Roy J. Rieman -- Vol 1, no. 1 - SERIAL: 2 work(s) Issue: v. 14, no. 4, Oct-Nov 91	TX 3157615	10/3/91
Farm & ranch living/editor, Roy J. Rieman -- Vol 1, no. 1 - SERIAL: 4 work(s) Issue: v. 13, no. 5, Dec-Jan 91	TX 2960012	12/11/90
Farm & ranch living/editor, Roy J. Rieman -- Vol 1, no. 1 - SERIAL: 4 work(s) Issue: v. 13, no. 6, Feb-Mar 91	TX 2998144	2/4/91
Farm & ranch living/editor, Roy J. Rieman -- Vol 1, no. 1 - SERIAL: 4 work(s) Issue: v. 14, no. 1, Apr-May 91	TX 3042125	4/8/91
Farm & ranch living/editor, Roy J. Rieman -- Vol 1, no. 1 - SERIAL: 4 work(s) Issue: v. 14, no. 2, Jun-Jul 91	TX 3076707	6/3/91
Taste of Home: the magazine edited by a thousand country cooks! -- Vol. 1, no. 1, Feb-Mar 1993 Issue: v. 5, no. 3, Jun-Jul 97	TX 4499796	6/6/97
Taste of Home: the magazine edited by a thousand country cooks! -- Vol. 1, no. 1, Feb-Mar 1993 Issue: v. 5, no. 4, Aug-Sep 97	TX 4521536	8/4/97
Taste of Home: the magazine edited by a thousand country cooks! -- Vol. 1, no. 1, Feb-Mar 1993 Issue: v. 5, no. 5, Oct-Nov 97	TX 4551499	10/6/97
Crafting traditions. -- Vol. 13, no. 5, May/June 1995 Issue: v. 15, no. 6, Jul-Aug 97	TX 4497731	6/9/97
Crafting traditions. -- Vol. 13, no. 5, May/June 1995 Issue: v. 16, no. 1, Sep-Oct 97	TX 4533759	8/13/97
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Birds & blooms: beauty in your own backyard. Issue: v. 3, no. 4, Aug-Sep 97	TX 4506900	7/10/97
Birds & blooms: beauty in your own backyard. Issue: v. 3, no. 5, Oct-Nov 97	TX 4536083	9/5/97
Reminisce EXTRA: the magazine that brings back more good times – Vol. 1, no. 1, Feb. 1993 Issue: v. 5, no. 3, Jun 97	TX 4490070	5/22/97
Reminisce EXTRA: the magazine that brings back more good times – Vol. 1, no. 1, Feb. 1993 Issue: v. 5, no. 4, Aug 97	TX 4506898	7/10/97
Reminisce EXTRA: the magazine that brings back more good times – Vol. 1, no. 1, Feb. 1993 Issue: v. 5, no. 5, Oct 97	TX 4556583	9/17/97
Reminisce the magazine that brings back more good times. – Vol. 1, no. 1, 1991 Issue: v. 7, no. 4, Jul-Aug 97	TX 4500041	6/9/97
Reminisce the magazine that brings back more good times. – Vol. 1, no. 1, 1991 Issue: v. 7, no. 5, Sep-Oct 97	TX 4536124	8/29/97
Reminisce the magazine that brings back more good times. – Vol. 1, no. 1, 1991 Issue: v. 7, no. 6, Nov-Dec 97	TX 4555441	10/14/97
Country extra: for those who live in or long for the country. – Vol. 1, no. 1, May 1990 Issue: v. 8, no. 2, Jul 97	TX 4506790	6/30/97
Country extra: for those who live in or long for the country. – Vol. 1, no. 1, May 1990 Issue: v. 8, no.3, Sep 97	TX 4536109	8/29/97
Country extra: for those who live in or long for the country. – Vol. 1, no. 1, May 1990 Issue: v. 8, no. 4, Nov 97	TX 4570537	11/3/97
Country woman: – Vol. 17, no. 3, Mar/Apr 1987 Issue: v. 27, no. 4, Jul-Aug 97	TX 4506054	6/30/97

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Country woman: – Vol. 17, no. 3, Mar/Apr 1987 Issue: v. 27, no. 5, Sep-Oct 97	TX 4534150	9/5/97
Country woman: – Vol. 17, no. 3, Mar/Apr 1987 Issue: v. 27, no. 6, Nov-Dec 97	TX 4570907	11/3/97
Country: for those who live in or long for the country. Issue: v. 11, no. 3, Jun-Jul 97	TX 4490069	5/22/97
Country: for those who live in or long for the country. Issue: v. 11, no. 4, Aug-Sep 97	TX 4521869	8/4/97
Country: for those who live in or long for the country. Issue: v. 11, no. 5, Oct-Nov 97	TX 4553497	9/17/97
Farm & ranch living/ editor, Roy J. Reiman. – Vol. 1. no. 1 Issue: v. 20, no. 2, Jun-Jul 97	TX 4499797	6/6/97
Farm & ranch living/ editor, Roy J. Reiman. – Vol. 1. no. 1 Issue: v. 20, no. 3, Aug-Sep 97	TX 4528291	8/13/97
Farm & ranch living/ editor, Roy J. Reiman. – Vol. 1. no. 1 Issue: v. 20, no. 4, Oct-Nov 97	TX 4551500	10/6/97

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Country traveler newsletter: distributed exclusively to subscribers of our "family" of country magazines. SERIAL: 2 work(s) Fall 88	TX2402138	110/03/88
Country traveler newsletter: distributed exclusively to subscribers of our "family" of country magazines. SERIAL: 2 work(s) Holiday 88	TX2438478	11/16/88

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As our way of saying "thank you" for giving us permission to use your photo in this way, we are enclosing a gift certificate for our Country Store catalog in the amount of \$50.00.

If this is okay with you, feel free to use the gift certificate. Also, please put a  in front of the statement at the bottom of this letter that starts out "Sure, you have my permission..." and sign your name. Use the postage-paid envelope we've enclosed to return the letter to us within a week.

In addition, because of the chance that the letter might be lost in the mail, I'd appreciate your calling me toll-free at the 1-800-966-4049 and telling me if it's okay or not okay to use the picture.

Of course, if you don't want us to use the photo in this way, that's fine. We would ask, however, that you return the gift certificate and this letter in the postage-paid envelope so our bookkeeper can keep her financial records straight.

Best regards,

Barb Czyns, Reiman Publications

Sure, you have my permission to publish my photograph for Reiman commercial purposes.

No, I'd prefer that my photo not be used this way. I am returning your gift certificate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Request from:  
Marketing Group

### READER PHOTO CONTACT REPORT

Marketing to complete boxed field and supply 3 copies of photo (Be sure to include YEAR in all dates)

Photo Source: <u>Jeff Nowak</u> (Who gave you this photo and what file did it come from? Replace in file? <input type="checkbox"/> yes <input type="checkbox"/> no)
Photo Description: <u>Female Ruby Throated</u>
Potential marketing project <u>Birdsinging PREM</u>
Date this report handed off to Editorial: <u>12/10/97</u> Negotiate terms <input type="checkbox"/> YES <input type="checkbox"/> NO
Notify <u>JEFF NOWAK</u> of reader response.

Reader: Name Sarah & Dick Becker  
 Address 1612 Marco Island Dr Tom's River NJ 0872  
 Phone No. \_\_\_\_\_

Form letter, gift certificate, catalog, SASE sent on to SA 12/11/97  
 and Reader added to phone tickler file. Re-sent on \_\_\_\_\_

Reader Contacts: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Verbal Approval \_\_\_\_\_ (Date) Written Approval \_\_\_\_\_ (Date)  
 Verbal Denial \_\_\_\_\_ (Date) Written Denial \_\_\_\_\_ (Date)  
 Marketing staff \_\_\_\_\_ (Name) advised of reader response on \_\_\_\_\_ (Date)

Revised: 11/20/97 OVER for additional comments

**Royalty Calculation for Tomato Boosters**

Royalties are calculated and if necessary, paid quarterly to Art Beutler d/b/a Creative Engineering Associates, Inc. for his Tomato Booster. Royalties paid are calculated by subtracting from sales, the costs of the product and promotion, and applying a 15% royalty rate. Promotion costs are estimated at 25% of sales.

Q:\1197579.4

**SCHEDULE OF PATENTS**

**U.S. PATENTS**

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
PLANT FEEDER	Design 323,268	January 21, 1992

**U.S. PATENT APPLICATIONS**

None.

NOV 23 '98 16:18 FR QUARLES-BRADY LLP 29N414 271 3552 TO ##63635#13128612 9.27/14

**Royalty Calculation for Tomato Boosters**

Royalties are calculated and if necessary, paid quarterly to Art Beutler d/b/a Creative Engineering Associates, Inc. for his Tomato Booster. Royalties paid are calculated by subtracting from sales, the costs of the product and promotion, and applying a 15% royalty rate. Promotion costs are estimated at 25% of sales.

GMPC14197578.4

**Disclosure Schedule V  
Trademarks**

- 1) See attached Trademark Inventory.
- 2) Internet domain names listed on the attached memo of August 25, 1998.

**REIMAN PUBLICATIONS, LLC  
Schedule of Trademarks**

**United States Registered Trademarks**

<b>Trademark</b>	<b>Registration No.</b>	<b>Issue Date</b>
BARNS CALENDAR	2,086,668	08/05/97
BIRDS & BLOOMS	1,964,726	03/26/96
BIRDS & BLOOMS	2,103,247	10/07/97
CLUCKENDAR	2,186,757	09/01/98
COUNTRY CHURCHES	2,090,269	08/19/97
COUNTRY MILER	2,092,243	08/26/97
COUNTRY TRAVELER NEWSLETTER	1,747,069	01/19/93
COWLENDAR	1,798,663	10/12/93
CRAFTING TRADITIONS	2,105,457	10/14/97
CRATE O'RECIPES	1,933,185	11/07/95
FARM & RANCH LIVING	1,198,664	06/22/82
GOOD NEWS INDEED	2,078,059	07/08/97
HOMEMAKER SCHOOLS	2,089,229	08/19/97
LITTLE FARMERS	2,017,018	11/19/96
MAXI-MIX	1,712,877	09/08/92
____ PIG CALENDAR YOU NEVER SAUSAGE A CALENDAR	2,153,362	04/28/98
REMINISCE	1,747,772	01/19/93
REMINISCE	2,099,361	09/23/97
REMINISCE BOOKS	1,938,857	11/28/95
TASTE OF HOME	1,847,423	07/26/94
TASTE OF HOME	1,926,603	10/10/95

<b>Trademark</b>	<b>Registration No.</b>	<b>Issue Date</b>
TASTE OF HOME	2,002,133	09/24/96
TASTE OF HOME	2,113,908	11/18/97
TASTE OF HOME and Design	2,166,005	06/16/98
THE MAGNIFICENT HORSE	2,203,245	11/10/98
TOMATO BOOSTER	1,577,791	01/16/90

**United States Pending Trademark Applications**

<b>Trademark</b>	<b>Application No.</b>	<b>Issue Date</b>
BIRDS & BLOOMS	75/173,381	09/27/96
COUNTRY WOMAN	75/493,269	05/29/98
_____ COWLENDAR	75/135,574	07/17/96
FLYING FLOWERS	75/379,813	10/27/97
TASTE OF HOME	75/437,620	02/20/98
WORLD WIDE COUNTRY TOURS	75/299,827	05/28/97



## Unregistered Trademarks

Mark	Goods
THE BEST OF COUNTRY COOKING	cook books
COUNTRY	magazine
COUNTRY	calendars
COUNTRY EXTRA	magazine
COUNTRY STORE	gift catalog
FARM & RANCH LIVING OLD IRON	calendars
QUICK COOKING	magazine
REMINISCE EXTRA	magazine
A TASTE OF THE COUNTRY	cook books

NOV 23 '98 16:19 FR QUARLES-BRADY LLP 29N414 271 3552 TO ##63835#13129612 9.14/14

# Memo

To: Jack Gills  
From: Jim Lentley  
Date: August 25, 1998  
Re: Reiman Domain Names

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The following is a complete list of all internet domain names currently registered to Reiman Publications.

- birdsandbloomsmag.com
- country-magazine.com
- countryextra.com
- countryextra-magazine.com
- countryextrerecatalog.com
- countrytours.com
- countrywomanmagazine.com
- craftingtraditions.com
- craftingtraditions-mag.com
- farmandranchliving.com
- farmandranchlivingmag.com
- goodheavenindeed.com
- homemakerschools.com
- quickbooking.com
- reimanpub.com
- reimanpublications.com
- reminiscce.com
- reminiscceextra.com
- tasteofhome.com

At this time, all domain names point to [www.reimanpub.com](http://www.reimanpub.com).

AUG 25 '98 17:39

1 414 423 3914

PAGE 02

\*\* TOTAL PAGE.14 \*\*

TRADEMARK  
REEL: 1839 FRAME: 0378

## Schedule VI

To the extent not required by the Collateral Agent:

1. Filings, recordings and registrations required to perfect security interests in motor vehicles under applicable certificate of title statutes.
2. Filings, recordings and registrations with depository banks required to perfect security interests in deposit accounts.
3. Filings, recordings and registrations with insurers required to perfect security interests in policies of insurance.
4. Filings, recordings and registrations required to perfect security interests in judgments or tort claims.
5. Uniform Commercial Code filings, recordings and registrations in jurisdictions other than those specified in Section 6 of the Perfection Certificate.
6. Filings, recordings and registrations with respect to after-acquired property of a type for which a statute or treaty of the United States provides for a national or international registration or a national or international certificate of title or which specifies a different place of filing from that specified in Article Nine of the Uniform Commercial Code (for example, aircraft, rolling stock, trailers, boats).
7. Filings, recordings and registrations with respect to Proceeds, to the extent that Section 9-306 of the Uniform Commercial Code would require additional filings, recordings or registrations in order to maintain the perfection of the security interest in such Proceeds beyond the initial 10-day period of continuous perfection set forth therein.
8. Filings, recordings and registrations with respect to Inventory consisting of paper stock in the possession of "letter shops".

No material portion of the Collateral (other than Intellectual Property) is of a type with respect to which any action listed on this Schedule VI is required in order to perfect a security interest in such Collateral.

See attached.

**reiman publications**

5400 SOUTH 60TH STREET  
GREENDALE, WISCONSIN 53129  
414/423-0100

VIA FAX

Date: November 24, 1998

To: Maureen Sweeney  
Kirkland & Ellis  
312-861-2200

From: Jeff Anderson

Re: Reiman Publications -- Inventory Held Off-Site

As we have discussed, Reiman stores inventories at a number of locations. The major locations and approximate values for inventory as of October 1998, are as follows:

- 1.) 5400 S. 60th Street \$ 1.6MM  
Greendale, WI 53129  
Country Store merchandise, books, packaging materials,  
and office supplies.
- 2.) 2642-2546 South 162nd Street \$ 2.0MM  
New Berlin, WI 53151  
Back-stock for Country store and books
- 3.) Quad Graphics \$ 3.6MM  
1900 W. Sumner Street  
Hartford, WI 53027  
Bulk paper used for magazines.
- 4.) Quad Graphics \$ 0.4MM  
N63 W23075 Highway 74  
Sussex, WI 53089  
Bulk paper used for magazines.
- 5.) R. R. Donnelly \$ 0.7MM  
120 Donnelly Drive  
Glasgow, KY 42141  
Bulk paper used for magazines.
- 6.) Warren Industries \$ 1.1MM  
2201 South Street  
Racine, WI 53404  
Book inventory

Total Inventory at October 1998 \$ 9.4MM

The above locations comprise what we classify on our ledgers as "inventory".

The Company also has letter, form, envelop and other miscellaneous stock related to direct mail promotion, invoicing and renewal efforts at numerous lettershop vendors, primarily in the Midwest. These stocks are generally drop-shipped to the lettershops where they are processed and mailed.

The Company does not classify these stocks as "inventory", rather, the are amortized as "circulation expense".

If you have any further questions, please contact me.

Jeff

  
CC. Paul Seubert

SUPPLEMENT NO. \_\_\_\_\_ dated as of \_\_\_\_\_, to the Security Agreement dated as of December 1, 1998, among Reiman Publications, LLC, a Delaware limited liability company (the "Borrower"), Reiman Holding Company, LLC, a Delaware limited liability company ("Holdings"), each subsidiary of Holdings listed on Schedule I thereto (each such subsidiary individually a "Subsidiary" and, together, the "Guarantors"; the Guarantors, Holdings and the Borrower are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a Delaware corporation ("Chase"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of December 1, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the lenders from time to time party thereto (the "Lenders") and Chase, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and Collateral Agent and (b) the Guarantee Agreement dated as of December 1, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans. Section 7.15 of Security Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary Loan Party (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct (or, in the case of those representations and warranties that are not qualified as to materiality, true and correct in all material respects) on and as of the date hereof except to the extent a representation and warranty expressly relates solely to a specific

date in which case such representation and warranty shall be true and correct or true and correct in all material respects, as the case may be, on such date. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location as of the date hereof of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location as of the date hereof of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or



impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR],

By \_\_\_\_\_  
Name:  
Title:

THE CHASE MANHATTAN BANK, as  
Collateral Agent,

By \_\_\_\_\_  
Name:  
Title: