

02-19-1999

HEET
ILY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Form PTO-1584
1-31-98

meo

2-17-99



100966220

Tab settings

To the Honorable Commissioner

attached original documents or copy thereof

1. Name of conveying party(ies):

Heller Financial, Inc.
500 West Monroe Street
Chicago, IL 60661

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

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

2. Name and address of receiving party(ies):

Name: PTN Publishing Company

Internal Address: _____

Street Address: 405 Central Avenue, Suite 300

City: St. Petersburg State: FL ZIP: 33701

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

If assignee is not domiciled in the United States, a domestic residence designation is attached: Yes No

Designation must be a separate document from Assignment

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other See first attached page
- Merger
- Change of Name

Execution Date: 5/30/97

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

A. Trademark Application No. (s)

See attached pages

B. Trademark registration No. (s)

See attached pages

Additional numbers attached? Yes No

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

Name: Douglas Kaplan

Internal Address: Cravath, Swaine & Moore

40.00 0P
1025.00 0P

Street Address: 625 Eighth Avenue

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 3.41): \$ 1065.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Cygnus Publishing, Inc. (f/k/a) PTN Publishing Company

Blair Schmidt-Fellner, President

Name of Person Signing

Blair Schmidt-Fellner, President
Signature

2/9/99
Date

27 pages

02/18/1999 SBURNS 00000063 1715587

01 FC:481
02 FC:482

RECEIVED
FEB 17 1999
PTO

Nature of Conveyance: Corrected release to correct assignee and assignor. Incorrect release was recorded on Reel 1679, Frame 613 on October 6, 1997.

[NYCORP;774468.1:4412W:02/04/1999--6:13p]-

TRADEMARK
REEL: 1859 FRAME: 0554

Resubmission MRD 1-30-98

40/481-10257487

D

FORM PTO-1594
3-92

REGISTRATION FORM FOR SHEET

Patent and Trademark Office

MRD 10-6-97

01-30-1998

NLY

DATE

Tab settings

To the Honorable Commissioner of

the attached original documents or copy thereof

1. Name of conveying party(ies):

PTN Publishing Company
405 Central Avenue
Suite 300
St. Petersburg, FL 33706

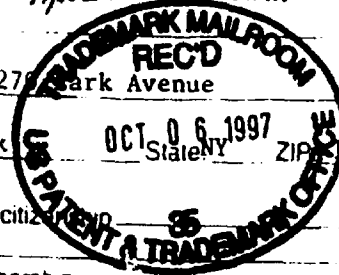
- Individual(s)
- General Partnership
- Corporation-State
- Other

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

100619363

Name and address of receiving party(ies):

Name The Chase Manhattan Bank, as Collateral
 Agent Marian Scholman
 Internal Address _____
 Street Address: 270 Park Avenue
 City: New York State: NY ZIP: 10017



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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Designations must be a separate document from Assignment.

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: May 30th, 1997

4. Application number(s) or registration number(s).

A. Trademark Application No. (s)

B. Trademark registration No. (s)

Release of Trademark Security Agreement
(see attached)

1715587

Additional numbers attached? Yes No

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

Name: Monica Monroy
c/o Cravath, Swaine & Moore
 Internal Address: 44th Floor

Street Address: 825 Eighth Avenue,
Worldwide Plaza

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 3.41):

\$1063.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

11/25/1997 FTM/DR 00000239 1713587
 01 FC: statement and signature. 40.00 DP
 02 FC: 102

I, the undersigned, declare under oath that I am 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.

Monica Monroy
Name of Person Signing

Monica Monroy
Signature

September 18, 1997
Date

TRADEMARK

REEL: 1859 FRAME: 0555

Schedule I

Trademarks for PTN Publishing Company

Registered Trademarks

<u>Mark</u>	<u>Issue Date</u>	<u>Registration No.</u>
FIREHOUSE	12/29/92	1,743,108
AVC PRESENTATION DEVELOPMENT & DELIVERY AV-VIDEO-COMPUTER	10/20/92	1,725,643
KITCHEN & BATH DESIGN NEWS	02/23/93	1,753,879
ADVANCED IMAGING	09/22/92	1,718,024
MASS TRANSIT	10/27/92	1,727,517
INDUSTRIAL PHOTOGRAPHY	10/27/92	1,727,516
EPI	11/03/92	1,729,234
EPI ENVIRONMENTAL PRODUCTS INDEX (and Design)	11/03/92	1,729,232
WOOD DIGEST	08/27/91	1,655,145
AMERICAN INK MAKER	06/26/90	1,603,716
PTN	04/04/89	1,533,063
PRO IMAGING SYSTEMS	02/06/90	1,582,056
PTN (and Design)	04/04/89	1,533,062
SECURITY DEALER	09/26/89	1,557,912
STUDIO PHOTOGRAPHY	10/17/89	1,560,822
PHOTOGRAPHIC PROCESSING	05/09/89	1,538,136
PHOTOGRAPHIC VIDEO TRADE NEWS	06/27/89	1,545,880
ECON ENVIRONMENTAL CONTRACTOR (and Design)	03/08/88	1,479,599
KITCHEN & BATH CONCEPTS (and Design)	09/20/88	1,504,818
SOAP\COSMETICS\CHEMICAL SPECIALTIES	02/26/85	1,322,157
SOAP COSMETICS CHEMICAL SPECIALTIES (Stylized Letters)	02/05/80	1,130,391
MAINTENANCE SUPPLIES (Stylized Letters)	04/16/63	748,250

Renewed Trademarks

BUILDING SERVICES CONTRACTOR	11/05/68	859,723
SOAP COSMETICS CHEMICAL SPECIALTIES (Stylized Letters)	11/14/72	947,445

Pending Trademarks

QUALIFIED REMODELER (Stylized Letters)	11/16/93	74-458,872
QUALIFIED REMODELER INCLUDING RESOURCE DIGEST (Stylized Letters)	11/16/93	74-458,705
COMMERCIAL RENOVATION (Stylized Letters)	11/16/93	74-458,704

Schedule I

Trademarks for Johnson Hill Press, Inc.

Registered Trademarks

<u>Mark</u>	<u>Issue Date</u>	<u>Registration No.</u>
FEED & GRAIN	09/15/92	1,715,587
OEM OFF-HIGHWAY	08/13/91	1,654,090
YARD & GARDEN	08/20/91	1,654,305
FARM EQUIPMENT	03/24/92	1,680,284
EQUIPMENT TODAY	02/11/92	1,675,019
TODAY'S DISTRIBUTOR	03/24/92	1,680,283
RENTAL	03/31/92	1,681,659
PRO	01/22/91	1,632,347
AIRPORT SERVICES	10/02/90	1,616,285
AIRCRAFT TECHNICIAN	10/30/90	1,620,620
AMERICAN AUTOMATIC MERCHANDISER	02/13/90	1,582,508
FBO GENERAL AVIATION'S SOURCE FOR MANAGEMENT. MARKETING MERCHANDISING NEWS (Stylized Letters)	05/10/88	1,487,527
AIRPORT SERVICES MANAGEMENT	12/09/80	1,142,516
<u>Pending Trademarks</u>		
AIRCRAFT MAINTENANCE TECHNOLOGY	07/13/93	74-412,041
RENTAL PRODUCT NEWS	10/02/92	74-319,887

TRADEMARK

REEL 198 FRAME 89

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE is made as of this 20th day of May 1997 by HELLER FINANCIAL, INC., a Delaware corporation ("Heller"), having an office at 500 West Monroe Street, Chicago, Illinois 60661, in favor of, a PTN Publishing Company, a Delaware corporation (the "Company"), having an office at 445 Broad Hollow Road, Melville, NY 11747.

For good and valuable consideration, the receipt and adequacy of which hereby acknowledged, Heller, for the benefit of the Company, hereby unconditionally and expressly releases, terminates and extinguishes any and all of its right, title and interest in and to any and all liens and security interest it may have upon (a) all now owned or existing or hereafter arising trademarks, including any of the foregoing listed on Schedule 1 attached hereto, (b) all goodwill connected with and symbolized by any of the foregoing and (c) all other collateral in which all liens and security interests were established under and pursuant to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on August 8, 1994 at Reel 1198, Frame 0488.

This release shall be binding upon Heller's legal representatives, assigns and successors.

HELLER FINANCIAL INC., a Delaware corporation

By: Daniel O'Donnell
Name: Daniel O'Donnell
Title: Senior Vice President

TRADEMARK
REEL: 1679 FRAME: 0616

TRADEMARK
REEL: 1859 FRAME: 0558

TRADEMARK SECURITY AGREEMENT

WHEREAS, JOHNSON HILL PRESS, INC., a Delaware corporation and wholly-owned subsidiary of PTN (as defined below) ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, PTN Publishing Company, a Delaware corporation ("PTN"), has entered into a Credit Agreement dated as of July 29, 1994 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders") providing for extensions of credit and other financial accommodations to be made to PTN by Lenders; and

WHEREAS, pursuant to the terms of a Company Security Agreement dated as of July 29, 1994 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

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(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29th day of July, 1994.

Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

JOHNSON HILL PRESS, INC.

By: *Timothy C. ...*
Title: Vice President

By: *Stanley A. Heller*
Title: CEO

REEL 198 FRAME 91

ACKNOWLEDGEMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.

On the 29th day of July, 1994 before me personally appeared Stanley S. Sill, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as CEO of Johnson Hill Press, Inc., who being by me duly sworn, did depose and say that he is CEO of said corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Augustine H. Kim
Notary Public

{Seal}

My commission expires:

AUGUSTINE H. KIM
NOTARY PUBLIC, State of New York
No. 395445
Qualified in New York County
Commission Expires May 18, 1998

TRADEMARK

REEL 198 FRAME 92

RECORDED
CLERK'S OFFICE

AUG - 6 94

TRADEMARK
REEL: 1679 FRAME: 0619

TRADEMARK
REEL: 1859 FRAME: 0561



RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE is made as of this 3rd day of May, 1997 by HELLER FINANCIAL, INC., a Delaware corporation ("Heller"), having an office at 500 West Monroe Street, Chicago, Illinois 60661, in favor of, a PTN Publishing Company, a Delaware corporation (the "Company"), having an office at 445 Broad Hollow Road, Melville, NY 11747.

For good and valuable consideration, the receipt and adequacy of which hereby acknowledged, Heller, for the benefit of the Company, hereby unconditionally and expressly releases, terminates and extinguishes any and all of its right, title and interest in and to any and all liens and security interest it may have upon (a) all now owned or existing or hereafter arising trademarks, including any of the foregoing listed on Schedule 1 attached hereto, (b) all goodwill connected with and symbolized by any of the foregoing and (c) all other collateral in which all liens and security interests were established under and pursuant to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on August 8, 1994 at Reel 1202, Frame 0452.

This release shall be binding upon Heller's legal representatives, assigns and successors.

HELLER FINANCIAL, INC., a Delaware corporation

By: Daniel O'Donnell
Name: Daniel O'Donnell
Title: Senior Vice President

STATE OF Illinois
COUNTY OF Cook) SS:

I Marguerite Bock, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph O'Donnell, personally known to me to be the Sr. Vice President of HELLER FINANCIAL, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing Release, appeared before me this day in person and acknowledged that he/she signed and delivered the said Release as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

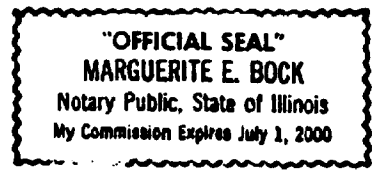
GIVEN under my hand and seal this 30th day of May, 1997.

Marguerite S. Bock
Notary Public

My commission expires:

July 1, 2000

[NOTARIAL SEAL]



SCHEDULE 1

(See immediately following)

TRADEMARK
REEL: 1679 FRAME: 0622

TRADEMARK
REEL: 1859 FRAME: 0564

TRADEMARK SECURITY AGREEMENT

WHEREAS, PTN PUBLISHING COMPANY, a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of July 29, 1994 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders") providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 29, 1994 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application.

TRADEMARK
REEL: 1679 FRAME: 0623

TRADEMARK
REEL: 1859 FRAME: 0565

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29th day of July, 1994.

Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

PTN PUBLISHING COMPANY

By: *Terri C. Conner*
Title: Vice President

By: *Stanley J. Heller*
Title: CEO

REEL 1859 FRAME 0566

TRADEMARK
REEL: 1679 FRAME: 0624

TRADEMARK
REEL: 1859 FRAME: 0566

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 24th day of July, 1994 before me personally appeared Stanley S. Sills, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as CEO of PTN Publishing Company, who being by me duly sworn, did depose and say that he is CEO of said corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Augustine H. Kim
Notary Public

{Seal}

My commission expires:

AUGUSTINE H. KIM
NOTARY PUBLIC, State of New York
No. 395445
Qualified in New York County
Commission Expires May 18, 1996

181209
181209

14701
396/482 D



FORM PTO-1584

(Rev. 6-83)

OMB No. 0601-0011 (exp. 10-94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Johnson Hill Press, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other 03 DE

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

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc. as Agent

Internal Address: _____

Street Address: 500 West Monroe Street

City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware 03 DE
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment 23
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: July 29, 1994

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

A. Trademark Application No.(s)

see attached

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: _____

INTERNAL ADDRESS RETURN TO:
**FEDERAL RESEARCH CORPORATION
601 PENNSYLVANIA AVE. NW, SUITE 612N
WASHINGTON DC 20004**

070 DE 08/19/94 1715587
Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390.00

- Enclosed
- Authorized to be charged to deposit account

0 482 390.00 CK

8. Deposit account number: _____

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

~~070 DE 08/19/94 1715587~~

DO NOT USE THIS SPACE

~~40.00 CK~~

89183030

9. Statement and signature.

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

~~070 DE 08/19/94 1715587~~
070 DE 08/19/94 1715587

Deborah Openbaum
Name of Person Signing

[Signature]
Signature

Date [Signature]

Total number of pages including cover sheet, attachments, and documents: 1679

TRADEMARK

REEL: 1859 FRAME: 0568

TRADEMARK SECURITY AGREEMENT

WHEREAS, PTN PUBLISHING COMPANY, a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of July 29, 1994 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders") providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 29, 1994 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

TRADEMARK
REEL: 1679 FRAME: 0628

TRADEMARK
REEL: 1859 FRAME: 0569

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29th day of July, 1994.

Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

PTN PUBLISHING COMPANY

By: *Trinity Cannon*

By: *Stanley P. Kelly*

Title: Vice President

Title: *CEO*

TRADEMARK
REEL: 1679 FRAME: 0629

TRADEMARK
REEL: 1859 FRAME: 0570

Schedule I

Trademarks for PTN Publishing Company

Registered Trademarks

<u>Mark</u>	<u>Issue Date</u>	<u>Registration No.</u>
FIREHOUSE	12/29/92	1,743,108
AVC PRESENTATION DEVELOPMENT & DELIVERY AV-VIDEO-COMPUTER	10/20/92	1,725,643
KITCHEN & BATH DESIGN NEWS	02/23/93	1,753,879
ADVANCED IMAGING	09/22/92	1,718,024
MASS TRANSIT	10/27/92	1,727,517
INDUSTRIAL PHOTOGRAPHY	10/27/92	1,727,516
EPI	11/03/92	1,729,234
EPI ENVIRONMENTAL PRODUCTS INDEX (and Design)	11/03/92	1,729,232
WOOD DIGEST	08/27/91	1,655,145
AMERICAN INK MAKER	06/26/90	1,603,716
PTN	04/04/89	1,533,063
PRO IMAGING SYSTEMS	02/06/90	1,582,056
PTN (and Design)	04/04/89	1,533,062
SECURITY DEALER	09/26/89	1,557,912
STUDIO PHOTOGRAPHY	10/17/89	1,560,822
PHOTOGRAPHIC PROCESSING	05/09/89	1,538,136
PHOTOGRAPHIC VIDEO TRADE NEWS	06/27/89	1,545,880
ECON ENVIRONMENTAL CONTRACTOR (and Design)	03/08/88	1,479,599
KITCHEN & BATH CONCEPTS (and Design)	09/20/88	1,504,818
SOAP\COSMETICS\CHEMICAL SPECIALTIES	02/26/85	1,322,157
SOAP COSMETICS CHEMICAL SPECIALTIES (Stylized Letters)	02/05/80	1,130,391
MAINTENANCE SUPPLIES (Stylized Letters)	04/16/63	748,250
<u>Renewed Trademarks</u>		
BUILDING SERVICES CONTRACTOR	11/05/68	859,723
SOAP COSMETICS CHEMICAL SPECIALTIES (Stylized Letters)	11/14/72	947,445
<u>Pending Trademarks</u>		
QUALIFIED REMODELER (Stylized Letters)	11/16/93	74-458,872
QUALIFIED REMODELER INCLUDING RESOURCE DIGEST (Stylized Letters)	11/16/93	74-458,705
COMMERCIAL RENOVATION (Stylized Letters)	11/16/93	74-458,704

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TRADEMARK
REEL: 1679 FRAME: 0627

TRADEMARK
REEL: 1859 FRAME: 0571

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 24th day of July, 1994 before me personally appeared Shale S. Sills, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as CEO of PTN Publishing Company, who being by me duly sworn, did depose and say that he is CEO of said corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Augustine H. Kim
Notary Public

{Seal}

My commission expires:

AUGUSTINE H. KIM
NOTARY PUBLIC, State of New York
No. 4955425
Qualified in New York County
Commission Expires July 17, 1996

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KATTEN, MUCHIN & ZAVIS - 38238-00036-8
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CHICAGO IL 60661

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14781
650/462



FORM PTO-1594 (Rev. 8-93) OMB No. 0651-0011

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
PTN Publishing Company

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

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

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc. as Agent
 Internal Address: _____
 Street Address: 500 W. Monroe
 City: Chicago State: IL ZIP: 60661

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 29, 1994

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

A. Trademark Application No.(s)
see attached

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: _____
 Internal Address: _____
PLEASE RETURN TO:
FEDERAL RESEARCH CORPORATION
601 PENNSYLVANIA AVE. NW, SUITE 612N
WASHINGTON DC 20004

Street Address: _____
 City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41).....\$ 6104.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

070 DF 08/19/94 1743108
070 DF 08/19/94 1743108

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

Deborah Openshaw
 Name of Person Signing

D. Openshaw
 Signature

TRADEMARK
 REEL: 1679 FRAME: 0634

7-3-94
 Date

Total number of pages including cover sheet, attachments, and documents: 6634

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE is made as of this 30th day of May 1997 by HELLER FINANCIAL, INC., a Delaware corporation ("Heller"), having an office at 500 West Monroe Street, Chicago, Illinois 60661, in favor of, a PTN Publishing Company, a Delaware corporation (the "Company"), having an office at 445 Broad Hollow Road, Melville, NY 11747.

For good and valuable consideration, the receipt and adequacy of which hereby acknowledged, Heller, for the benefit of the Company, hereby unconditionally and expressly releases, terminates and extinguishes any and all of its right, title and interest in and to any and all liens and security interest it may have upon (a) all now owned or existing or hereafter arising trademarks, including any of the foregoing listed on Schedule 1 attached hereto, (b) all good will connected with and symbolized by any of the foregoing and (c) all other collateral in which all liens and security interests were established under and pursuant to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on August 8, 1994 at Reel 1202, Frame 0451.

This release shall be binding upon Heller's legal representatives, assigns and successors.

HELLER FINANCIAL, INC., a Delaware corporation

By: Daniel O'Donnell
Name: Daniel O'Donnell
Title: Senior Vice President

STATE OF Illinois
COUNTY OF Cook) SS:



I, Marguerite E. Bock Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel B. Hannell personally known to me to be the Vice President of HELLER FINANCIAL, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing Release, appeared before me this day in person and acknowledged that he/she signed and delivered the said Release as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

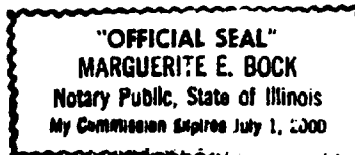
GIVEN under my hand and seal this 27th day of May, 1997.

Marguerite E. Bock
Notary Public

My commission expires:

July 1, 2000

[NOTARIAL SEAL]



TRADEMARK
REEL: 1679 FRAME: 0635

TRADEMARK
REEL: 1859 FRAME: 0577

SCHEDULE 1

(See immediately following)

**TRADEMARK
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REEL: 1859 FRAME: 0578**

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77 W WACKER DRIVE
CHICAGO IL 60601-1693

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RECORDED: 10/06/1997

TRADEMARK REEL: 1679 FRAME: 0637

RECORDED: 02/17/1999

TRADEMARK REEL: 1859 FRAME: 0579