

02-25-1999

FORM PTO-1594
1-31-92HEET
LYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark

Tab settings → → → 2/23/99

100973115

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.
1233 Janesville Avenue
Fort Atkinson, WI 53538

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Wisconsin
☐ Other

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

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

Name: The Chase Manhattan Bank, as
Collateral Agent

Internal Address: _____

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State New York
☐ 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: 6/5/97 and 12/8/98

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

Street Address: 825 Eighth Avenue

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 3.41):

☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

02/24/1999 JSHADAZZ 00000076 1864435

DO NOT USE THIS SPACE

01 FC:481
02 FC:48240.00 OP
350.00 OP

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.

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet

TRADEMARK
REEL: 1860 FRAME: 0692

Registered Trademarks for Johnson Hill Press, Inc.

<u>Mark</u>	<u>Issue Date</u>	<u>Registration No.</u>
AIRPORT BUSINESS	11/24/94	1,864,435
AIRCRAFT MAINTENANCE TECHNOLOGY	11/28/95	1,939,048
FEED & GRAIN	09/15/92	1,715,587
YARD & GARDEN	08/20/91	1,654,305
FARM EQUIPMENT	03/24/92	1,680,284
PRO	01/22/91	1,632,347
RENTAL PRODUCT NEWS	07/05/94	1,843,947
FBO GENERAL AVIATION'S SOURCE FOR MANAGEMENT. MARKETING. MERCHANDISING NEWS (Stylized Letters)	05/10/88	1,487,527
PAVEMENT MAINTENANCE & RECONSTRUCTION	01/13/98	2,129,614
LAMINATING DESIGN & TECHNOLOGY	07/21/98	2,175,852
AUTOMATIC MERCHANDISER	12/08/98	2,208,319

{MS23611.DOC:}

Pending Applications to
Register Trademarks for Johnson Hill Press, Inc.

	<u>Filing Date</u>	<u>Serial No.</u>
RENTAL TRENDS	09/25/96	75/171,653
SNACK PROFESSIONAL	05/08/97	75/288,404
ROUTE DRIVER & SERVICE TECHNICIANS		
Construction Distribution	05/01/98	75/477,593
Workscapes	06/23/97	75/313,661

{MS23611.DOC:}

Pursuant to (i) a Security Agreement dated as of June 5, 1997 (the "Security Agreement"), among Cygnus Publishing Holdings, Inc. (formerly Cygnus Publishing, Inc.) (the "Borrower"), each subsidiary of the Borrower listed on Schedule I to the Security Agreement and The Chase Manhattan Bank as Collateral Agent, (the "Collateral Agent"), as modified by (ii) a Reaffirmation Agreement dated as of December 8, 1998 (the "Reaffirmation Agreement"), among the Borrower, Johnson Hill Press, Inc. (the "Company"), Cygnus Publishing, Inc. (formerly PTN Publishing Company) and the Collateral Agent, the Collateral Agent has been granted a security interest in certain registered trademarks and applications to register trademarks of the Company. A schedule of the registered trademarks and applications to register trademarks subject to such security interest is set forth on the immediately succeeding pages. The complete Security Agreement and Reaffirmation Agreement appear immediately following such schedule.

SECURITY AGREEMENT dated as of June 5, 1997 among CYGNUS PUBLISHING, INC. a Delaware corporation (the "*Borrower*"), each subsidiary of the Borrower listed on Schedule I hereto (each such subsidiary individually a "*Guarantor*" and collectively, the "*Guarantors*"; the Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and THE CHASE MANHATTAN BANK, a New York banking 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 June 5, 1997 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the lenders from time to time party thereto (the "*Lenders*"), Chase, as issuing bank (in such capacity, the "*Issuing Bank*"), as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and Collateral Agent and (b) the Guarantee Agreement dated as of June 5, 1997 (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, and the Issuing Bank has agreed to issue Letters of Credit for the account of 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 and of the Issuing Bank to issue Letters of Credit 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, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) 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 punctuai 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 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 and (g) Proceeds.

"*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 now owned or hereafter acquired by any Grantor: (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.

"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.

"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) (other than rights under contracts that prohibit assignments or a grant of a security interest therein), 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.

"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.

"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 and those license agreements 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 now owned or hereafter acquired by any Grantor: (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 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer 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) the Issuing Bank, (e) each counterparty to an Hedging Agreement entered into with the Borrower if such counterparty was a Lender at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

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

"*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 now owned or hereafter acquired by any Grantor: (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 (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Landham Act, 15 U.S.C. §1051, unless and until and Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), (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, 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 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) 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, refile, 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 shall ensure that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property shall have been received and recorded within three months after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month after the execution of this Agreement with respect to 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, 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, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (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 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. 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 in all the Collateral, subject only to the Liens permitted under Section 6.02 of the Credit Agreement. 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 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, the Borrower shall deliver to the Collateral Agent a certificate executed by a Financial Officer of the Borrower (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 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 re filings, 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 or V, 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 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.

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 or V 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 best 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 5.03 of the Credit Agreement).

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 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, except (a) Inventory may be sold in the ordinary course of business, (b) as expressly permitted by Section 6.05 of the Credit Agreement and (c) 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, agent 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.

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.* (a) The Grantors shall maintain or shall cause to be maintained, with financially sound and reputable insurance companies:

(i) fire and extended coverage insurance, on a replacement cost basis, with respect to all personal property, in such amounts as are customarily maintained by companies in the same or similar business operating in the same or similar locations;

(ii) commercial general liability insurance against claims for bodily injury, death or property damage occurring upon, about or in connection with the use of any properties owned, occupied or controlled by it, providing coverage on an occurrence basis with a combined single limit of not less than \$1,000,000 and including the broad form CGL endorsement;

(iii) business interruption insurance, insuring against loss of gross earnings for a period of not less than 12 months arising from any risks or occurrences required to be covered by insurance pursuant to clause (i) above; and

(iv) such other insurance as may be required by law.

Deductibles or self-insured retention shall not exceed \$1,500 for fire and extended coverage policies, \$500 for commercial general liability policies or zero days for business interruption policies.

(b) Fire and extended coverage policies maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a lenders' loss payable clause (regarding personal property), in favor of the Collateral Agent and providing for losses thereunder to be payable to the Collateral Agent or its designee, (ii) a provision to the effect that neither the Grantor, the Collateral Agent nor any other party shall be a coinsurer and (iii) such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Lenders. Commercial general liability policies shall be endorsed to name the Collateral Agent as an additional insured. Each such policy referred to in this paragraph also shall provide that it shall not be canceled, modified or not renewed (i) by reason of nonpayment of premium except upon not less than 10 days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than 30 days' prior written notice thereof by the insurer to the Collateral Agent. Such Grantor shall deliver to the Collateral Agent, prior to the cancelation, modification or nonrenewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Collateral Agent) together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(c) 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. *Casualty and Condemnation.* In the event of any casualty or other insured damage to any portion of any Collateral or the commencement of any action or proceeding for the taking of any Collateral or any part thereof or interest therein under power of eminent domain or by condemnation or similar proceeding that results in Net Proceeds which shall be collected or paid to the Administrative Agent in accordance with Section 5.08 of the Credit Agreement, such Net Proceeds shall be released from time to time to pay the cost of repairing, restoring or replacing the affected property upon request for payment by such Grantor, *provided* that, (a) except as provided in clause (b), each request for payment shall be made on seven days' prior notice to the Collateral Agent and shall be accompanied by a certificate to be made by an independent architect or engineer, stating (i) that the restoration completed has been done in compliance with all requirements of applicable Governmental Authorities, (ii) that the sum requested is justly required to reimburse the Grantor for payments by the Grantor to, or is justly due to, the contractor, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the restoration (giving a brief description of such services and materials), (b) each request for payment in connection with the acquisition of a replacement property shall be made on 30 days' prior notice to the Collateral Agent and, in connection therewith, (i) each such request shall be accompanied by a copy of the sales contract or other document governing the acquisition of the replacement property by the Grantor and a certificate of the Grantor stating that the sum requested represents the sales price under such contract or document and the related reasonable transaction fees and expenses (including brokerage fees) and setting forth in sufficient detail the various components of such requested sum and (ii) the Grantor shall (x) in addition to any other items required to be delivered under this Section 4.12, provide the Collateral Agent with such opinions, documents, certificates, title insurance policies, surveys and other insurance policies as it may reasonably request and (y) take such other actions as the Collateral Agent may reasonably deem necessary or appropriate (including actions with respect to the delivery to the Collateral Agent of a first priority deed of trust, mortgage or deed to secure debt (except as otherwise provided by Section 5.13(b) of the Credit Agreement) with respect to such real property for the ratable benefit of the Secured Parties), which

opinions, documents, certificates, title insurance policies, surveys, other insurance policies and deed of trust, mortgage or deed to secure debt shall be substantially comparable to similar documents executed and/or delivered in connection with the Effective Date under the Credit Agreement, (c) there shall be no Default or Event of Default that has occurred and is continuing and (d) the request for any payment after the restoration has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the improvements being rebuilt, repaired or restored legal.

Nothing in this Section 4.12 shall prevent the Collateral Agent from applying at any time all or any part of the Net Proceeds to (i) the curing of any Event of Default under the Credit Agreement or (ii) the payment of any of the Obligations after the occurrence and during the continuance of an Event of Default.

SECTION 4.13. *Legend.* Each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.14. *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 may 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) 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 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, 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 best efforts to obtain all requisite consents or approvals by 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 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 (a) deliver each item of Collateral to the Collateral Agent on demand and (b) use commercially reasonable efforts to obtain consents to assign to the Collateral Agent rights under contracts that otherwise prohibit such assignments, 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 (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

such 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, 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 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 telecopy 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.

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 Indemnatee is a party thereto; *provided* that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or wilful misconduct of such Indemnatee or any Affiliate of such Indemnatee (or of any officer, director, employee, advisor or agent of such Indemnatee or any of such Indemnatee's Affiliates).

(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 Issuing Bank, 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, the Issuing Bank 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 indemnification obligations and other obligations which survive termination of the Credit Agreement) have been indefeasibly paid in full, the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit 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. The Security Interest upon any item of Collateral created hereby shall terminate upon any sale, transfer or other disposition of such item that is permitted under the Credit Agreement to a person that is not an Affiliate of the Borrower, and the Security Interest created by this Agreement in such item shall automatically be released without any action by such person, provided, that 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 will reasonably request to evidence such release. 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 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.

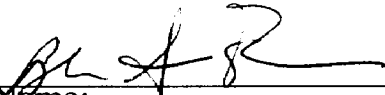
SECTION 7.15. *Additional Grantors.* Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery 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.

CYGNUS PUBLISHING, INC.,

by


Name:
Title:

EACH OF THE GUARANTORS LISTED
ON SCHEDULE I HERETO,

by


Name:
Title: Authorized Officer

THE CHASE MANHATTAN BANK, as
Collateral Agent,

by

Name:
Title: Authorized Officer

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.

CYGNUS PUBLISHING, INC.,

by

Name: _____
Title:

EACH OF THE GUARANTORS LISTED
ON SCHEDULE I HERETO,

by

Name: _____
Title: Authorized Officer

THE CHASE MANHATTAN BANK, as
Collateral Agent,

by


Name: _____
Title: Authorized Officer

Marian N. Schutman

TRADEMARK
REEL: 1860 FRAME: 0720

SCHEDULE I

GUARANTORS

1. PTN PUBLISHING COMPANY, a Delaware corporation.
2. JOHNSON HILL PRESS, INC., a Delaware corporation.

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

"*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 now owned or hereafter acquired by any Grantor: (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 (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Landham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), (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, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

TRADEMARK
REEL: 1860 FRAME: 0723

SCHEDULE II

COPYRIGHTS

A. Borrower

None.

B. Guarantors

See attached list.

Copyrights

<u>Registered Copyrights</u>	<u>Issue Date/ Vol. and No.</u>	<u>Registration No.</u>
<u>Copyright of PTN</u>		
Registered Copyrights in Quick Printing, Copy Magazine, Copy Imaging & Reproduction Magazine, Wallcoverings, Windows and Interior Fashion and Southern Graphics magazines - see Exhibit attached hereto		
FACTS . . . about the leading specialized magazine covering the field of COSMETICS\TOILETRIES\ CHEMICAL SPECIALTIES, SOAPS AND DETERGENTS	04/22/85	TX-1-557-504
BUILDING SERVICES MANAGEMENT Second Edition	09/30/88	TX-2-414-618
PRACTICAL DETERGENT ANALYSIS	10/16/70	A 182208
BUILDING SERVICES MANAGEMENT	01/04/71	A 205229
WOOD DIGEST	Vol. 23 No. 6	TX 3-460-139
WOOD DIGEST	Vol. 23 No. 5	TX 3-460-140
WOOD DIGEST	Vol. 23 No. 4	TX 3-460-141
WOOD DIGEST	Vol. 23 No. 9	TX 3-460-899
WOOD DIGEST	Vol. 23 No. 8	TX 3-460-142
WOOD DIGEST	Vol. 23 No. 7	TX 3-460-143
PRINTING NEWS EAST	Vol. CXXXIII, No. 6 (8/8/94)	TX-4-097-157

All other copyrights whether registered or unregistered, in
issues of magazines published by PTN including, but not limited
to, the following:

Advanced Imaging
Industrial Photography
Photographic Process
PTN/Photographic Trade News
PTN/Photokina News
PTN/PMA Convention Daily
Studio Photography

American Ink Maker
Plastics World
Printing News East
Soap/Cosmetics/Chemical Specialties
Wood Digest
Firehouse
Law Enforcement Technology
Mass Transit
Kitchen & Bath Design News
Qualified Remodeler
Army-Navy Store and Outdoor Merchandiser (ANSOM)
ECON
Health Foods Business
Maintenance Supplies
The Pet Dealer
Security Dealer
Plastics Formulating and Compounding
Quick Printing
Southern Graphics
Food & Beverage Marketing
Store Brands
The Sporting Goods Dealer
Wallcoverings, Windows and Interior Fashion
Modern Paint and Coatings
Modern Jeweler
Photo Trade News
The Commercial Image
Estar
Commercial Renovation
Paint Red Book
Plastics World
Rental Trends
Printing News Midwest
Photo Business

Copyrights of JHP

See Exhibit attached hereto.

Unpublished Works

PTN and JHP own copyrights in various unpublished works, including articles, artwork, photographs and data compilations.

Software

PTN and JHP use the following computer software:

1. Datatrax Version 3.2.4, manufactured by Versyss, pursuant to License No. 9305587, which expires May 18, 2019.

2. Operating system software for a mid-level Hewlett Packard computer used at JHP.
3. Multiview financial software used at JHP.
4. Various off-the-shelf computer software products, pursuant to single-use shrink wrap type licenses.

The copyrights in all of the above computer software are owned by the manufacturers of the software.

PTN and JHP own the copyright in the computer software that was developed in-house at JHP for monitoring the circulation of its magazines, processing sales of advertising and processing reader inquiries.

Copyrights - Exhibit

TRADEMARK
REEL: 1860 FRAME: 0728

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Rental product news	v7	TX2-011-737	25Oct85
Rental product news	v8	TX2-005-986	17Dec85
Rental product news	v8	TX2-005-052	21Jan86
Rental product news	v8	TX2-005-047	22Feb86
Rental product news	v8	TX2-005-043	15Mar86
Rental product news	v8	TX2-005-046	16Apr86
Rental product news	v8	TX2-005-045	16May86
Rental product news	v8	TX2-005-055	14Jun86
Rental product news	v8	TX2-005-057	18Jul86
Rental product news	v8	TX2-005-056	12Aug86

Rental product news	v8	TX2-005-058	19Sep86
Rental product news	v8	TX2-005-048	13Oct86
Rental product news	v8	TX2-005-987	17Dec86
Rental product news	v9	TX2-005-059	20Jan87
Rental product news	v9	TX2-005-049	6Feb87
Rental product news	v9	TX2-188-390	15Sep87
Rental product news	v9	TX2-188-391	30Sep87
Rental product news	v9	TX2-197-103	13Mar87
Rental product news	v9	TX2-197-102	7Apr87
Rental product news	v9	TX2-197-101	10May87
Rental product news	v9	TX2-197-100	9Jun87
Rental product news	v9	TX2-197-098	8Jul87
Rental product news	v9	TX2-197-099	31Jul87
Rental product news	v9	TX2-296-131	8Dec87
Rental product news	v10	TX2-296-105	11Jan88
Rental product news	v10	TX2-296-108	8Feb88
Rental product news	v10	TX2-296-107	26Feb88
Rental product news	v10	TX2-296-106	1Apr88
Rental product news	v10	TX2-446-561	27Apr88
Rental product news	v10	TX2-446-562	27May88
Rental product news	v10	TX2-446-563	28Jun88
Rental product news	v10	TX2-446-559	1Aug88
Rental product news	v10	TX2-441-205	20Sep88
Rental product news	v10	TX2-446-560	10Oct88
On your own	v8	TX3-946-517	24Oct94
On your own	v9	TX3-990-015	24Jan95
On your own	v9	TX4-053-301	24Mar95
On your own	v9	TX4-053-305	21Apr95
Construction product news	v1	TX281-865	1May79
Construction product news	v1	TX294-170	13Jul79
Construction product news	v1	TX477-689	12Sep79
Construction product news	v1	TX477-688	12Nov79
Construction product news	v1	TX477-687	3Jan80
Construction product news	v1	TX541-148	3Mar80
Construction product news	v2	TX541-150	3Mar80
Construction product news	v2	TX541-147	3Jul80
Farmstead mechanization	v7	TX609-947	3Mar80
Farmstead mechanization	v7	TX609-946	3May80
Farmstead mechanization	v7	TX609-945	3Jul80
Farmstead mechanization	v7	TX607-548	23Sep80
Farmstead mechanization	v8	TX680-673	1Jan81
Farmstead mechanization	v8	TX680-683	12Mar81
Hatchery managment	v6	TX609-954	3Apr80
Hatchery managment	v6	TX609-953	3May80
Hatchery managment	v6	TX609-952	3Jun80
Hatchery managment	v6	TX609-951	3Jul80

Hatchery managment	v6	TX609-950	3Aug80
Hatchery managment	v6	TX665-202	6Oct80
Hatchery managment	v6	TX665-203	4Dec80
P C A farming	v22	TX328-337	15Mar79
P C A farming	v23	TX327-998	1Sep79
P C A farming	v23	TX371-617	1Nov79
P C A farming	v22	TX307-525	1Jan79
P C A farming	v23	TX454-051	1Mar80
P C A farming	v23	TX480-435	1May80
P C A farming	v23	TX581-461	1Jan80
P C A farming	v24	TX591-512	1Sep80
P C A farming	v24	TX591-513	1Nov80
P C A farming	v24	TX640-721	1Jan81
P C A farming	v24	TX660-968	1Mar81
P C A farming	v24	TX707-324	1May81
P C A farming	v24	TX742-249	1Jul81
P C A farming	v25	TX768-934	1Sep81
P C A farming	v25	TX863-456	1Nov81
P C A farming	v25	TX870-350	1Jan82
P C A farming	v25	TX921-126	1May82
P C A farming	v25	TX970-318	1Mar82
P C A farming	v25	TX955-779	1Jul82
P C A farming	v26	TX1-000-322	1Sep82
P C A farming	v26	TX1-032-875	1Nov82
P C A farming	v26	TX1-065-770	1Jan83
P C A farming	v26	TX1-098-894	1Mar83
P C A farming	v26	TX1-184-360	1May83
P C A farming	v26	TX1-197-657	1Jul83
P C A farming	v27	TX1-271-821	1Nov83
P C A farming	v27	TX1-271-820	1Jan84
P C A farming	v27	TX1-323-133	1Mar84
P C A farming	v28	TX1-444-699	1Sep84
P C A farming	v28	TX1-532-107	1Nov84
P C A farming	v28	TX1-532-108	1Jan85
P C A farming	v28	TX1-700-733	1Mar85
Power Choring	v8	TX609-948	3May80
Power Choring	v8	TX609-949	3Jul80
Power Choring	v8	TX607-549	22Sep80
Power Choring	v9	TX680-672	6Jan81
Power Choring	v9	TX680-674	13Mar81
Power Choring	v11	TX1-492-185	1Jul83
Power Choring	v11	TX1-484-528	2Sep83
Construction dealer/ distributor	v2	TX607-555	16Sep80

Construction dealer/distributor	v2	TX607-554	13Nov80
Construction dealer/distributor	v2	TX680-679	5Feb81
Rental product news showcase		TX607-547	23Oct80
Rental product news showcase	v5	TX1-145-218	28Oct82
Rental product news showcase	v6	TX1-468-016	23Oct84
DeLaval dairy letter		TX1-027-190	4Oct82
DeLaval dairy letter		TX1-154-157	2May83
DeLaval dairy letter		TX1-163-519	10Jul83
DeLaval dairy letter		TX1-315-081	11Oct83
DeLaval dairy letter		TX1-315-061	19Jan84
DeLaval dairy letter		TX1-409-445	10Apr84
Farm profit		TX1-027-191	15Nov82
Farm profit		TX1-096-660	1Mar83
Farm profit		TX1-154-155	1Jun83
Farm profit		TX1-315-059	20Sep83
Farm profit		TX1-315-088	9Dec83
Farm profit		TX1-315-087	16Mar84
Farm profit		TX1-409-439	30May84
Farm profit		TX1-574-714	11Sep84
Farm profit		TX1-558-217	27Aug84
Farm profit		TX1-558-206	20Nov84
Farm profit		TX1-669-571	13Jun85
Farm profit		TX1-669-603	13Jun85
Farm profit		TX1-672-152	5Sep85
Farm profit		TX1-747-067	15Nov85
Farm profit		TX1-913-243	23May86
Farm profit		TX1-957-575	4Mar86
Farm profit		TX2-046-906	30Aug86
Farm profit		TX2-046-905	9Nov86
Farm profit		TX2-046-904	27Feb87
Farm profit		TX2-186-598	21May87
Farm profit		TX2-186-599	31Aug87
Farm profit		TX2-529-976	8Dec87
Farm profit		TX2-529-975	11Mar88
Farm profit		TX2-529-974	14Jun88
Farm profit		TX2-529-973	6Sep88
Farm profit		TX2-529-972	8Dec88
Farm profit		TX2-529-977	10Mar89
Farm profit		TX2-877-435	8Jun89
Farm profit		TX2-877-436	6Sep89
Farm profit		TX2-877-437	5Dec89
Farm profit		TX2-877-441	6Mar90
Keep flying	v7	TX1-027-194	15Sep82
Keep flying	v7	TX1-096-667	12Jan83
Keep flying	v8	TX1-154-154	17May83
Terra team reporter	v2	TX1-027-193	22Nov82
Terra team reporter	v3	TX1-096-663	20Jan83

Terra team reporter	v3	TX1-096-666	20Mar83
Terra team reporter	v3	TX1-154-153	17May83
1st class		TX1-027-192	15Aug82
1st class		TX1-096-661	22Nov82
1st class		TX1-096-662	10Mar83
1st class		TX1-149-770	17Jun83
1st class		TX1-315-070	22Sep83
1st class		TX1-315-058	13Dec83
1st class		TX1-409-441	13Mar84
1st class		TX1-409-440	6Jun84
1st class		TX1-558-200	14Sep84
1st class		TX1-574-716	19Sep84
1st class		TX1-558-199	3Dec84
1st class		TX1-637-304	11Mar85
1st class		TX1-637-303	8Jul85
1st class		TX1-726-404	18Oct85
1st class		TX1-813-171	27Dec85
1st class		TX1-813-170	28Mar86
1st class		TX2-057-607	28Jun86
1st class		TX2-057-606	27Sep86
1st class		TX2-057-605	28Dec86
1st class		TX2-057-604	28Mar87
Ag-chem report	v7	TX1-087-177	22Nov82
Ag-chem report	v8	TX1-096-664	28Jan83
Ag-chem report	v8	TX1-096-665	22Mar83
Ag-chem report	v8	TX1-154-158	15May83
Ag-chem report	v8	TX1-315-066	2Aug83
Ag-chem report	v8	TX1-315-092	28Sep83
Ag-chem report	v8	TX1-315-050	22Nov83
Ag-chem report	v9	TX1-315-091	26Jan84
Ag-chem report	v9	TX1-409-437	26Mar84
Ag-chem report	v9	TX1-409-438	21May84
Ag-chem report	v9	TX1-574-712	27Jul84
Ag-chem report	v9	TX1-558-189	25Jul84
Ag-chem report	v9	TX1-468-017	24Sep84
Ag-chem report	v9	TX1-558-187	19Nov84
Ag-chem report	v10	TX1-558-190	24Jan85
Ag-chem report	v10	TX1-672-151	30Jul85
Ag-chem report	v10	TX1-672-150	30Sep85
Ag-chem report	v10	TX1-729-746	13Jun85
Ag-chem report	v10	TX1-729-753	13Jun85
Ag-chem report	v10	TX1-747-068	9Dec85
Ag-chem report	v10	TX1-913-237	2Jun86
Ag-chem report	v10	TX1-913-238	4Aug86
Ag-chem report	v10	TX1-925-472	4Feb86
Ag-chem report	v11	TX1-925-473	2Apr86
Ag-chem report	v11	TX2-046-909	25Sep86
Ag-chem report	v11	TX2-046-908	2Dec86
Ag-chem report	v12	TX2-046-907	1Feb87

Ag-chem report	v12	TX2-186-597	31Mar87
Ag-chem report	v12	TX2-186-596	29May87
Ag-chem report	v12	TX2-186-594	4Aug87
Ag-chem report	v12	TX2-186-595	25Sep87
Farm equipment	v1	TX1-162-075	10Jul83
Farm equipment	v1	TX1-430-157	10Jan84
Furniture/wood digest	v14	TX1-162-076	10Jul83
Furniture/wood digest	v14	TX1-315-051	10Sep83
Furniture/wood digest	v14	TX1-315-090	10Oct83
Furniture/wood digest	v14	TX1-315-093	10Jan84
Furniture/wood digest	v14	TX1-315-076	10Feb84
Furniture/wood digest	v14	TX1-315-085	10Mar84
Furniture/wood digest	v14	TX1-430-156	10Aug83
Furniture/wood digest	v14	TX1-430-155	10Nov83
Furniture/wood digest	v14	TX1-417-224	28Mar84
Furniture/wood digest	v14	TX1-409-436	27Apr84
Furniture/wood digest	v14	TX1-409-443	11Jun84
Furniture/wood digest	v15	TX1-574-713	26Jul84
Furniture/wood digest	v15	TX1-468-025	26Sep84
Furniture/wood digest	v15	TX1-558-219	2Nov84
Furniture/wood digest	v15	TX1-558-220	11Jan85
Furniture/wood digest	v15	TX1-558-221	28Jan85
Furniture/wood digest	v15	TX1-558-222	26Feb85
Furniture/wood digest	v14	TX1-683-481	7Aug83
Furniture/wood digest	v15	TX1-683-482	28Aug84
Furniture/wood digest	v15	TX1-637-584	29Mar85
Furniture/wood digest	v16	TX1-637-583	24Apr85
Furniture/wood digest	v16	TX1-637-582	31May85
Furniture/wood digest	v16	TX1-735-650	3Sep85
Furniture/wood digest	v16	TX1-735-651	1Oct85
Furniture/wood digest	v16	TX1-735-652	1Nov85
Furniture/wood digest	v16	TX1-735-653	2Dec85
Furniture/wood digest	v16	TX1-889-813	7Feb86
Furniture/wood digest	v16	TX1-889-809	7Mar86
Furniture/wood digest	v17	TX1-889-810	4Apr86
Furniture/wood digest	v17	TX1-889-811	8May86
Furniture/wood digest	v17	TX1-889-812	4Jun86
Furniture/wood digest	v17	TX1-889-814	7Jul86
Furniture/wood digest	v16	TX2-030-902	17Jan86
Furniture/wood digest	v17	TX2-033-517	13Aug86
Furniture/wood digest	v17	TX1-986-210	10Sep86
Furniture/wood digest	v17	TX1-987-326	10Oct86
Furniture/wood digest	v17	TX1-987-288	10Nov86
Furniture/wood digest	v17	TX1-987-325	10Dec86
Furniture/wood digest	v17	TX2-102-641	26Jan87
Furniture/wood digest	v17	TX2-104-013	16Feb87
Furniture/wood digest	v17	TX2-104-011	13Mar87

Furniture/wood digest	v18	TX2-104-012	13Apr87
Furniture/wood digest	v18	TX2-104-014	13May87
Furniture/wood digest	v18	TX2-104-016	12Jun87
Furniture/wood digest	v18	TX2-104-015	10Jul87
Furniture/wood digest	v18	TX2-162-641	8Aug87
Furniture/wood digest	v18	TX2-162-640	28Aug87
Furniture/wood digest	v18	TX2-163-204	30Sep87
Furniture/wood digest	v18	TX2-264-015	2Nov87
Furniture/wood digest	v18	TX2-264-016	1Dec87
Furniture/wood digest	v18	TX2-262-707	15Jan88
Furniture/wood digest	v18	TX2-264-014	1Feb88
Furniture/wood digest	v18	TX2-264-017	1Mar88
Furniture/wood digest	v19	TX2-358-643	1Apr88
Furniture/wood digest	v19	TX2-358-642	2May88
Furniture/wood digest	v19	TX2-358-641	1Jun88
Furniture/wood digest	v19	TX2-358-644	1Jul88
Furniture/wood digest	v19	TX2-521-846	1Aug88
Furniture/wood digest	v19	TX2-521-845	1Sep88
Furniture/wood digest	v19	TX2-521-844	1Oct88
Furniture/wood digest	v19	TX2-521-843	1Nov88
Furniture/wood digest	v19	TX2-521-842	1Dec88
Furniture/wood digest	v19	TX2-568-604	3Jan89
Furniture/wood digest	v19	TX2-569-564	1Feb89
Furniture/wood digest	v19	TX2-569-563	1Mar89
Furniture/wood digest	v20	TX2-569-562	1Apr89
Furniture/wood digest	v20	TX2-569-565	1May89
Furniture/wood digest	v20	TX2-732-962	1Jun89
Furniture/wood digest	v20	TX2-732-956	1Jul89
Waterways with Sea Ray		TX1-154-156	30Mar83
Equipment guide news	v19	TX1-315-073	10Feb84
Equipment guide news	v19	TX1-315-048	10Mar84
Equipment guide news	v19	TX1-409-446	26Mar84
Equipment guide news	v19	TX1-409-444	25Apr84
Equipment guide news	v19	TX1-409-434	24May84
Equipment guide news	v19	TX1-409-435	27Jun84
Equipment guide news	v19	TX1-574-717	24Jul84
Equipment guide news	v19	TX1-574-711	24Aug84
Equipment guide news	v19	TX1-468-023	24Sep84
Equipment guide news	v19	TX1-468-024	25Oct84
Equipment guide news	v19	TX1-558-204	26Nov84
Equipment guide news	v20	TX1-558-185	13Dec84
Equipment guide news	v20	TX1-558-205	18Jan85
Equipment guide news	v20	TX1-558-186	22Feb85
Equipment guide news	v20	TX1-961-877	2Apr85
Equipment guide news	v20	TX1-961-876	3May85
Equipment guide news	v20	TX1-961-875	11Jun85
Equipment guide news	v20	TX1-961-878	9Jul85
Equipment guide news	v20	TX1-961-879	8Aug85
Equipment guide news	v20	TX1-961-880	10Sep85
Equipment guide news	v20	TX1-961-882	7Oct85

Equipment guide news	v20	TX1-961-881	8Nov85
Equipment guide news	v20	TX1-961-883	9Dec85
Equipment guide news	v21	TX1-961-884	14Jan86
Equipment guide news	v21	TX1-961-885	31Jan86
Equipment guide news	v21	TX1-961-886	12Mar86
Equipment guide news	v21	TX1-961-887	3Apr86
Equipment guide news	v21	TX1-961-888	4May86
Equipment guide news	v21	TX1-961-889	6Jun86
Equipment guide news	v21	TX1-961-890	10Jul86
Equipment guide news	v21	TX1-961-891	8Aug86
Equipment guide news	v21	TX1-961-892	9Sep.86
The Ideas are Mutual		TX1-315-082	8Aug83
The Ideas are Mutual		TX1-315-096	8Nov83
The Ideas are Mutual		TX1-315-094	25Jan84
The Ideas are Mutual		TX1-570-411	7Aug84
The Ideas are Mutual		TX1-315-083	8Aug83
The Ideas are Mutual		TX1-315-095	8Nov83
The Ideas are Mutual		TX1-315-057	26Jan84
The Ideas are Mutual		TX1-570-412	7Aug84
The Ideas are Mutual		TX1-558-210	15Feb85
The Ideas are Mutual		TX1-315-080	8Aug83
The Ideas are Mutual		TX1-315-046	8Nov83
The Ideas are Mutual		TX1-315-053	25Jan84
The Ideas are Mutual		TX1-570-414	7Aug84
The Ideas are Mutual		TX1-315-043	8Aug83
The Ideas are Mutual		TX1-315-047	8Nov83
The Ideas are Mutual		TX1-315-052	25Jan84
The Ideas are Mutual		TX1-570-413	7Aug84
The Ideas are Mutual		TX1-315-065	8Aug83
The Ideas are Mutual		TX1-315-069	8Nov83
The Ideas are Mutual		TX1-315-097	25Jan84
The Ideas are Mutual		TX1-570-415	7Aug84
Aviation today	v8	TX1-430-153	16Sep83
Aviation today	v9	TX1-430-154	27Feb84
Aviation today	v9	TX1-574-715	18May84
Aviation today	v9	TX1-558-191	7Jun84
Aviation today	v9	TX1-558-192	19Sep84
Aviation today	v9	TX1-558-201	6Mar85
Aviation today	v10	TX1-637-306	22Apr85
Dairy report		TX1-409-459	18Jul84
Dairy report		TX1-468-018	9Oct84
Dairy report		TX1-558-188	31Jan85
Farm equipment OEM	v2	TX1-409-442	10Jul84
Cheyenne	v8	TX1-558-203	10Sep84
Cheyenne	v8	TX1-558-202	6Mar85
Cheyenne	v9	TX1-637-302	25Apr85
Cheyenne	v9	TX1-637-301	31Jul85

Cheyenne	v9	TX1-813-174	13Jan86
Horse sense		TX1-558-184	14Jan85
Livestock systems	v12	TX1-492-184	3Jan84
Livestock systems	v12	TX1-498-962	3Mar84
Livestock systems	v12	TX1-475-266	26Apr84
Livestock systems	v12	TX1-475-267	26Jun84
Livestock systems	v12	TX1-558-223	22Aug84
Livestock systems	v12	TX1-570-416	13Aug84
Livestock systems	v12	TX1-468-019	26Oct84
Livestock systems	v13	TX1-558-224	4Feb85
Livestock systems	v13	TX1-726-498	30Sep85
Livestock systems	v14	TX1-908-909	25Jul86
Livestock systems	v14	TX2-051-237	8Jan86
Livestock systems	v14	TX2-058-531	1Apr86
Livestock systems	v14	TX2-058-530	9Oct86
Livestock systems	v15	TX2-194-962	1Apr87
Livestock systems	v15	TX2-194-961	16Jul87
Livestock systems	v15	TX2-194-960	22Sep87
Livestock systems	v16	TX2-533-820	18Jan88
Livestock systems	v16	TX2-533-813	12Apr88
Livestock systems	v16	TX2-533-814	19Jul88
Livestock systems	v16	TX2-533-815	29Sep88
Livestock systems	v17	TX2-533-819	11Jan89
Livestock systems	v17	TX2-877-434	17Apr89
Yard & garden	v8	TX1-558-194	23Nov84
Yard & garden	v8	TX1-558-193	19Dec84
Yard & garden	v8	TX1-558-196	4Feb85
Yard & garden	v8	TX1-683-483	10Aug84
Yard & garden	v17	TX3-784-566	12Jan94
Yard & garden	v17	TX3-784-567	17Feb94
Yard & garden	v17	TX3-784-565	15Mar94
Yard & garden	v17	TX3-695-007	25Apr95
Yard & garden	v17	TX3-695-007	22Jun94
Yard & garden	v17	TX3-863-745	22Jun94
Yard & garden	v17	TX3-863-745	29Jul94
Yard & garden	v18	TX3-912-156	13Sep94
Yard & garden	v18	TX3-694-851	10Mar95
Yard & garden	v18	TX3-694-851	21Apr95
Yard & garden	v18	TX3-946-748	31Oct94
Yard & garden	v18	TX3-946-748	29Nov94
Yard & garden	v18	TX3-950-706	16Jan95
Yard & garden	v18	TX3-950-706	14Feb95
Yard & garden	v18	TX4-068-177	21Jun95
Yard & garden	v18	TX4-068-177	26Jul95
Farming	v28	TX1-700-737	1May85

Farming	v28	TX1-700-734	1Jul85
Farming	v29	TX1-700-735	1Sep85
Farming	v29	TX1-700-736	1Nov85
Farming	v30	TX2-050-469	1Sep86
Farming	v30	TX2-050-461	1Nov86
Farming	v30	TX2-050-443	1Jan87
Farming	v30	TX2-061-505	1Mar87
Farming	v30	TX2-085-644	1May87
Profiles of quality	v1	TX1-637-305	8Apr85
Profiles of quality	v1	TX1-637-308	8Jul85
Profiles of quality	v1	TX1-725-582	8Oct85
Profiles of quality	v1	TX1-813-172	13Jan86
Profiles of quality	v2	TX1-813-173	2Apr86
Profiles of quality	v2	TX2-057-599	26Jun86
Profiles of quality	v2	TX2-057-600	2Oct86
Profiles of quality	v2	TX2-057-608	15Jan87
Profiles of quality	v10	TX3-946-518	31Oct94
Sky high	v10	TX1-637-307	29Jul85
Sky high	v11	TX1-813-175	10Jan86
Working tires	v1	TX1-672-144	6Feb85
Working tires	v1	TX1-672-149	1May85
Working tires	v1	TX1-672-143	30Jul85
Working tires	v1	TX1-739-113	31Oct85
Working tires	v2	TX1-925-374	4Mar86
Working tires	v2	TX1-905-948	9May86
Working tires	v2	TX2-058-529	5Aug86
Working tires	v2	TX2-047-740	1Dec86
Working tires	v3	TX2-047-739	5Feb87
Working tires	v3	TX2-543-960	5Aug87
Working tires	v3	TX2-543-961	2Nov87
Working tires	v4	TX2-543-962	5Feb88
Working tires	v4	TX2-543-963	5May88
Working tires	v4	TX2-543-959	5Nov88
Working tires	v5	TX2-543-964	9Feb89
Working tires	v10	TX3-906-168	23Aug94
Working tires	v10	TX3-946-510	29Nov94
Working tires	v11	TX4-053-302	30Mar95
Working tires	v11	TX4-096-406	31May95
Equipment today	v21	TX1-961-893	8Oct86
Equipment today	v21	TX1-961-894	12Nov86
Equipment today	v21	TX2-082-110	15Dec86

Equipment today	v22	TX2-082-111	14Jan87
Equipment today	v22	TX2-082-112	9Feb87
Equipment today	v22	TX2-075-804	23Feb87
Equipment today	v22	TX2-082-113	20Mar87
Equipment today	v22	TX2-197-107	16Apr87
Equipment today	v22	TX2-197-110	14May87
Equipment today	v22	TX2-197-104	12Jun87
Equipment today	v22	TX2-197-109	13Jul87
Equipment today	v22	TX2-197-108	3Aug87
Equipment today	v22	TX2-197-105	1Sep87
Equipment today	v22	TX2-197-106	2Oct87
Equipment today	v22	TX2-303-136	4Nov87
Equipment today	v22	TX2-303-166	3Dec87
Equipment today	v23	TX2-303-142	6Jan88
Equipment today	v23	TX2-303-141	5Feb88
Equipment today	v23	TX2-303-140	2Mar88
Equipment today	v23	TX2-303-137	21Mar88
Equipment today	v23	TX2-303-148	6Apr88
Equipment today	v23	TX2-303-139	4May88
Equipment today	v23	TX2-428-823	10Jun88
Equipment today	v23	TX2-428-821	8Jul88
Equipment today	v23	TX2-428-822	4Aug88
Equipment today	v23	TX2-428-820	1Sep88
Equipment today	v23	TX2-428-834	6Oct88
Equipment today	v23	TX2-644-856	4Nov88
Equipment today	v23	TX2-644-850	7Dec88
Equipment today	v24	TX2-644-851	10Jan89
Equipment today	v24	TX2-644-852	7Feb89
Equipment today	v24	TX2-644-853	16Mar89
Equipment today	v24	TX2-644-857	31Mar89
Equipment today	v24	TX2-644-855	7Apr89
Equipment today	v24	TX2-644-854	8May89
Equipment today	v24	TX2-644-858	6Jun89
Equipment today	v24	TX2-644-860	11Jul89
Equipment today	v24	TX2-644-859	4Aug89
Equipment today	v24	TX2-841-890	7Sep89
Equipment today	v24	TX2-841-885	5Oct89
Equipment today	v24	TX2-841-886	10Nov89
Equipment today	v24	TX2-841-887	7Dec89
Equipment today	v25	TX2-841-888	10Jan90
Equipment today	v25	TX2-841-889	7Feb90
Equipment today	v25	TX2-841-883	8Mar90
Equipment today	v25	TX2-841-884	30Mar90
Equipment today	v25	TX2-841-879	5Apr90
Equipment today	v25	TX2-841-880	4May90
Equipment today	v25	TX2-964-435	7Jun90
Equipment today	v25	TX2-964-433	10Jul90
Equipment today	v25	TX2-964-434	3Aug90
Equipment today	v25	TX2-963-268	4Sep90
Equipment today	v25	TX2-963-267	2Oct90
Equipment today	v25	TX2-963-266	6Nov90
Equipment today	v25	TX3-244-340	7Jan91

Equipment today	v26	TX3-244-257	6Feb91
Equipment today	v26	TX3-244-258	11Mar91
Equipment today	v26	TX3-244-341	28Mar91
Equipment today	v26	TX3-244-259	8Apr91
Equipment today	v26	TX3-244-307	6May91
Equipment today	v26	TX3-244-308	7Jun91
Equipment today	v26	TX3-244-309	8Jul91
Equipment today	v26	TX3-244-338	7Aug91
Equipment today	v26	TX3-244-339	5Sep91
Equipment today	v26	TX3-244-256	4Oct.91
Equipment today	v26	TX3-420-610	6Nov91
Equipment today	v26	TX3-420-611	5Dec91
Equipment today	v26	TX3-420-612	6Jan92
Equipment today	v26	TX3-420-606	7Feb92
Equipment today	v27	TX3-420-607	6Mar92
Equipment today	v27	TX3-429-900	31Mar92
Equipment today	v27	TX3-420-608	6Apr92
Equipment today	v27	TX3-420-609	8May92
Equipment today	v27	TX3-429-895	5Jun92
Equipment today	v27	TX3-429-896	8Jul92
Equipment today	v27	TX3-429-897	7Aug92
Equipment today	v27	TX3-429-898	9Sep92
Equipment today	v27	TX3-429-899	8Oct92
Equipment today	v27	TX3-784-646	11Nov92
Equipment today	v27	TX3-787-647	11Dec92
Equipment today	v27	TX3-784-642	14Jan93
Equipment today	v28(called 27)	TX3-784-637	18Feb93
Equipment today	v28	TX3-784-636	12Mar93
Equipment today	v28	TX3-784-645	30Mar93
Equipment today	v28	TX3-784-644	15Apr93
Equipment today	v28	TX3-784-643	11May93
Equipment today	v28	TX3-784-639	15Jun93
Equipment today	v28	TX3-784-641	21Jul93
Equipment today	v28	TX3-784-640	18Aug93
Equipment today	v28	TX3-784-649	16Sep93
Equipment today	v28	TX3-784-648	11Oct93
Equipment today	v28	TX3-784-638	10Nov93
Equipment today	v28	TX3-784-628	16Dec93
Equipment today	v28	TX3-784-616	14Jan94
Equipment today	v29	TX3-784-630	17Feb94
Equipment today	v29	TX3-784-631	11Mar94
Equipment today	v29	TX3-803-618	30Mar94
Equipment today	v29	TX3-803-618	13Apr94
Equipment today	v29	TX3-803-618	9May94
Equipment today	v29	TX3-863-771	13Jun94
Equipment today	v29	TX3-863-771	17Jul94
Equipment today	v29	TX3-863-771	16Aug94
Equipment today	v29	TX3-912-157	14Sep94
Equipment today	v29	TX3-650-890	12Dec94
Equipment today	v30	TX3-694-865	6Mar95

Equipment today	v30	TX3-694-865	10Mar95
Equipment today	v30	TX3-694-865	7Apr95
Equipment today	v29	TX3-946-747	19Oct94
Equipment today	v29	TX3-946-747	9Nov94
Equipment today	v29	TX3-950-705	20Jan95
Equipment today	v30	TX3-950-705	8Feb95
Equipment today	v30	TX4-066-326	10May95
Equipment today	v30	TX4-066-326	6Jun95
Equipment today	v30	TX4-066-326	11Jul95
Equipment today	v30	TX4-099-197	11Aug95
Equipment today	v30	TX4-099-197	11Sep95
Wingfoot profiles	v1	TX2-057-603	1Oct86
Wingfoot profiles	v1	TX2-057-602	28Dec86
Wingfoot profiles	v1	TX2-057-601	23Mar87
Wingfoot profiles	v9	TX3-997-505	26Sep94
Wingfoot profiles	v9	TX3-999-711	14Dec94
Wingfoot profiles	v10	TX4-053-303	13Mar95
F B O	v1	TX2-160-474	21Nov86
F B O	v1	TX2-160-472	21Jan87
F B O	v1	TX2-160-473	13Mar87
F B O	v1	TX2-160-475	12May87
F B O	v1	TX2-160-471	21Jul87
F B O	v1	TX2-253-764	16Sep87
F B O	v2	TX2-253-763	23Nov87
F B O	v2	TX2-253-762	22Jan88
O E M	v4	TX2-160-483	12Jan87
O E M	v5	TX2-160-464	10Apr87
O E M	v5	TX2-160-465	6Jul87
O E M	v6	TX2-347-644	15Feb88
O E M	v6	TX2-521-575	15Jun88
O E M	v6	TX2-521-576	17Aug88
O E M	v6	TX2-521-574	7Oct88
O E M	v7	TX2-554-687	17Dec88
O E M	v7	TX2-567-188	21Feb89
O E M	v7	TX2-569-568	20Apr89
O E M	v7	TX2-569-567	11May89
O E M	v5	TX2-678-664	10Sep87
O E M	v6	TX2-678-670	15Apr88
O E M	v7	TX2-678-669	22Jun89
O E M	v7	TX2-678-666	31Aug89
O E M	v7	TX2-678-381	30Sep89
O E M	v7	TX2-678-673	31Oct89

OEM	v8	TX2-740-625	28Dec89
OEM	v8	TX2-832-936	23Feb90
OEM	v8	TX2-832-835	23Apr90
OEM	v8	TX2-832-834	21May90
OEM	v8	TX3-065-165	28Jun90
OEM	v8	TX3-065-166	29Aug90
OEM	v8	TX3-064-491	28Sep90
OEM	v8	TX3-065-164	3Oct90
OEM	v9	TX3-065-172	3Jan91
OEM	v9	TX3-065-150	19Feb91
OEM	v9	TX3-064-489	25Mar91
OEM	v9	TX3-065-151	24Apr91
OEM	v9	TX3-168-847	26Jun91
OEM	v9	TX3-168-848	23Aug91
OEM	v9	TX3-168-661	24Sep91
OEM	v9	TX3-276-353	28Oct91
OEM	v10	TX3-276-354	3Jan92
OEM	v10	TX3-276-347	25Feb92
OEM	v10	TX3-349-420	24Mar92
OEM	v10	TX3-344-300	17Apr92
OEM	v10	TX3-349-418	24Jun92
OEM	v10	TX3-442-202	28Aug92
OEM	v10	TX3-442-246	23Sep92
OEM	v10	TX3-442-196	29Oct92
OEM	v11	TX3-622-532	19Mar93
OEM	v11	TX3-622-532	19Apr93
OEM	v11	TX3-721-871	21Dec92
OEM	v11	TX3-721-871	17Feb93
OEM	v11	TX3-754-451	25Aug93
OEM	v11	TX3-754-451	27Sep93
OEM	v11	TX3-754-451	29Oct93
OEM	v12	TX3-910-724	29Dec93
OEM	v12	TX3-910-723	23Feb94
OEM	v12	TX3-915-742	28Mar94
OEM	v12	TX3-915-742	22Apr94
OEM	v12	TX3-915-703	21Jun94
OEM	v12	TX3-915-703	31Aug94
OEM	v12	TX3-936-824	27Sep94
OEM	v13	TX3-695-098	20Feb95
OEM	v13	TX3-695-098	23Mar95
OEM	v13	TX3-392-756	26Apr95
OEM	v12	TX3-965-939	7Nov94
OEM	v13	TX3-966-118	1Jan95
OEM	v13	TX4-095-174	22Jun95
OEM	v13	TX4-095-174	31Aug95
Rental	v10	TX2-740-626	8Dec88

Rental	v11	TX2-740-627	28Dec88
Rental	v11	TX2-745-678	1Feb89
Rental	v11	TX2-745-687	1Mar89
Rental	v11	TX2-745-686	3Apr89
Rental	v11	TX2-745-685	1May89
Rental	v11	TX2-745-684	13Jun89
Rental	v11	TX2-745-683	2Jul89
Rental	v11	TX2-745-682	7Aug89
Rental	v11	TX2-743-062	12Sep89
Rental	v11	TX2-745-681	11Oct89
Rental	v11	TX2-745-680	10Nov89
Rental	v12	TX3-155-298	28Dec89
Rental	v12	TX3-155-299	1Feb90
Rental	v12	TX3-155-300	1Mar90
Rental	v12	TX3-155-297	3Apr90
Rental	v12	TX3-155-295	1May90
Rental	v12	TX3-155-296	1Jun90
Rental	v12	TX3-155-292	2Jul90
Rental	v12	TX3-155-293	7Aug90
Rental	v12	TX3-155-290	12Sep90
Rental	v12	TX3-155-294	10Oct90
Rental	v12	TX3-155-291	10Nov90
Rental	v13	TX3-155-306	27Dec90
Rental	v13	TX3-155-307	2Feb91
Rental	v13	TX3-155-308	4Mar91
Rental	v13	TX3-155-301	5Apr91
Rental	v13	TX3-155-302	1May91
Rental	v13	TX3-155-303	2Jun91
Rental	v13	TX3-155-304	8Jul91
Rental	v13	TX3-155-305	13Aug91
Wood digest	v20	TX2-732-958	1Aug89
Wood digest	v20	TX2-732-957	1Sep89
Wood digest	v20	TX2-732-959	1Oct89
Wood digest	v20	TX2-732-960	1Nov89
Wood digest	v20	TX2-732-961	1Dec89
Wood digest	v20	TX2-849-443	1Jan90
Wood digest	v20	TX2-908-599	1Feb90
Wood digest	v20	TX2-908-608	1Mar90
Wood digest	v21	TX2-908-598	1Apr90
Wood digest	v21	TX2-908-597	1May90
Wood digest	v21	TX2-908-596	1Jun90
Wood digest	v21	TX2-945-363	1Jul90
Wood digest	v21	TX3-048-476	1Aug90
Wood digest	v21	TX3-048-477	1Sep90
Wood digest	v21	TX3-048-478	1Oct90
Wood digest	v21	TX3-048-474	1Nov90
Wood digest	v21	TX3-048-479	3Dec90
Wood digest	v21	TX3-056-629	1Jan91
Wood digest	v21	TX3-048-475	1Feb91
Wood digest	v21	TX3-048-515	1Apr91
Wood digest	v21	TX3-078-789	1Mar91

Wood digest	v22	TX3-308-317	16Jan92
Wood digest	v22	TX3-329-063	1May91
Wood digest	v22	TX3-329-059	1Jun91
Wood digest	v22	TX3-329-061	1Jul91
Wood digest	v22	TX3-329-060	1Aug91
Wood digest	v22	TX3-329-062	1Sep91
Wood digest	v22	TX3-329-058	2Oct91
Wood digest	v22	TX3-329-055	1Nov91
Wood digest	v22	TX3-329-065	1Dec91
Wood digest	v22	TX3-329-056	1Feb92
Wood digest	v22	TX3-329-064	1Mar92
Wood digest	v22	TX3-329-057	
Wood digest	v23	TX3-468-255	10May92
Wood digest	v23	TX3-520-088	1Jun92
Wood digest	v23	TX3-478-096	1Jul92
Wood digest	v23	TX3-460-141	1Aug92
Wood digest	v23	TX3-460-140	1Sep92
Wood digest	v23	TX3-460-139	1Oct92
Wood digest	v23	TX3-460-143	1Nov92
Wood digest	v23	TX3-460-142	1Dec92
Wood digest	v23	TX3-460-899	7Jan93
Beef bulletin		TX2-876-603	10May90
Dairy performance report		TX2-876-601	10May90
Dairy performance report		TX3-907-682	25Aug94
Dairy performance report		TX3-946-522	30Nov94
Dairy performance report		TX4-013-594	20Jan95
Dairy performance report		TX4-096-345	8Jun95
Hog performance report		TX2-876-602	10May90
Horse nutrition and management		TX2-876-604	10May90
Today's distributor	v1	TX2-884-781	1May88
Today's distributor	v1	TX2-884-782	1Jul88
Today's distributor	v1	TX2-884-783	1Sep88
Today's distributor	v1	TX2-884-778	1Nov88
Today's distributor	v1	TX2-884-779	1Jan89
Today's distributor	v1	TX2-884-780	1Mar89
Today's distributor	v2	TX2-884-790	1May89
Today's distributor	v2	TX2-884-786	1Jul89
Today's distributor	v2	TX2-884-787	1Sep89
Today's distributor	v2	TX2-884-788	1Nov89
Today's distributor	v2	TX2-884-789	1Jan90
Today's distributor	v2	TX2-884-791	1Mar90
Today's distributor	v2	TX2-884-784	1May90
Today's distributor	v2	TX2-884-785	1Jul90
Today's distributor	v3	TX2-884-792	1Sep90
Today's distributor	v3	TX3-205-032	1Nov90
Today's distributor	v3	TX3-205-031	1Jan91
Today's distributor	v3	TX3-205-030	1Mar91

Today's distributor	v4	TX3-205-029	1May91
Today's distributor	v4	TX3-205-028	1Jul91
Today's distributor	v4	TX3-205-027	1Sep91
Today's distributor	v4	TX3-205-026	1Nov91
Today's distributor	v4	TX3-773-462	30Dec91
Today's distributor	v4	TX3-740-300	24Feb92
Today's distributor	v4	TX3-754-538	29May92
Today's distributor	v5	TX3-740-300	27Apr92
Today's distributor	v5	TX3-754-538	24Jun92
Today's distributor	v5	TX3-754-538	18Aug92
Today's distributor	v5	TX3-740-302	30Oct92
Today's distributor	v5	TX3-740-302	31Dec92
Today's distributor	v5	TX3-740-301	26Feb93
Today's distributor	v6	TX3-740-301	30Apr93
Today's distributor	v6	TX3-740-299	27May93
Today's distributor	v6	TX3-740-299	28Jun93
Today's distributor	v6	TX3-740-298	31Aug93
Today's distributor	v6	TX3-740-298	22Oct93
Today's distributor	v6	TX3-740-305	17Jan94
Today's distributor	v6	TX3-740-305	28Feb94
Today's distributor	v7	TX3-803-622	29Apr94
Today's distributor	v7	TX3-803-622	31May94
Today's distributor	v7	TX3-863-874	29Jun94
Today's distributor	v7	TX3-863-874	29Aug94
Today's distributor	v7	TX3-949-117	31Oct94
Today's distributor	v7	TX3-950-608	12Jan95
Today's distributor	v7	TX3-950-608	28Feb95
Today's distributor	v8	TX4-111-992	28Apr95
Today's distributor	v8	TX4-111-992	25May95
Today's distributor	v8	TX4-099-319	28Jun95
Today's distributor	v8	TX4-099-319	31Aug95
Feed & grain	v30	TX3-065-168	1Feb91
Feed & grain	v30	TX3-065-159	8Mar91
Feed & grain	v30	TX3-179-349	6May91
Feed & grain	v30	TX3-179-348	3Jun91
Feed & grain	v30	TX3-179-350	5Aug91
Feed & grain	v30	TX3-276-349	25Oct91
Feed & grain	v30	TX3-258-863	22Nov91
Feed & grain	v31	TX3-276-348	2Jan92
Feed & grain	v31	TX3-276-350	14Feb92
Feed & grain	v31	TX3-344-446	10Apr92
Feed & grain	v31	TX3-349-417	8Jun92
Feed & grain	v31	TX3-442-197	10Aug92
Feed & grain	v31	TX3-442-198	2Oct92
Feed & grain	v31	TX3-622-534	20Nov92
Feed & grain	v32	TX3-622-534	21Dec92
Feed & grain	v32	TX3-622-529	11Feb93
Feed & grain	v32	TX3-622-529	5Apr93
Feed & grain	v32	TX3-740-315	19Jul93

Feed & grain	v32	TX3-740-315	10Aug93
Feed & grain	v32	TX3-740-314	15Oct93
Feed & grain	v32	TX3-740-314	22Nov93
Feed & grain	v33	TX3-803-620	4Apr94
Feed & grain	v33	TX3-803-620	1Jun94
Feed & grain	v33	TX3-912-151	1Aug94
Feed & grain	v34	TX3-988-412	29Dec94
Feed & grain	v34	TX3-995-708	9Feb95
Feed & grain	v34	TX3-973-765	6Oct94
Feed & grain	v34	TX3-973-765	30Nov94
Feed & grain	v34	TX4-094-599	6Apr95
Feed & grain	v34	TX4-063-790	7Jun95
Feed & grain	v34	TX4-106-175	8Aug95
P C A farming	v27	TX1-271-822	3Sep83
Automatic Merchandiser	v35	TX3-780-191	10Feb93
Automatic Merchandiser	v35	TX3-780-192	8Mar93
Automatic Merchandiser	v35	TX3-780-193	1Apr93
Automatic Merchandiser	v35	TX3-780-194	30Apr93
Automatic Merchandiser	v35	TX3-779-789	2Jul93
Automatic Merchandiser	v35	TX3-780-175	16Jul93
Automatic Merchandiser	v35	TX3-780-178	11Aug93
Automatic Merchandiser	v35	TX3-780-179	3Sep93
Automatic Merchandiser	v35	TX3-780-180	1Oct93
Automatic Merchandiser	v35	TX3-780-181	8Nov93
Automatic Merchandiser	v35	TX3-780-182	15Dec93
Automatic Merchandiser	v36	TX3-779-408	14Jan94
Automatic Merchandiser	v36	TX3-779-411	18Feb94
Automatic Merchandiser	v36	TX3-779-412	15Mar94
Automatic Merchandiser	v36	TX3-837-214	8Apr94
Automatic Merchandiser	v36	TX3-837-214	12May94
Automatic Merchandiser	v36	TX3-863-911	28Jun94
Automatic Merchandiser	v36	TX3-863-911	8Jul94
Automatic Merchandiser	v36	TX3-863-911	10Aug94
Automatic Merchandiser	v36	TX3-912-284	8Sep94
Automatic Merchandiser	v37	TX3-694-930	29Mar95
Automatic Merchandiser	v37	TX3-694-930	20Apr95
Automatic Merchandiser	v36	TX3-946-751	10Oct94
Automatic Merchandiser	v36	TX3-946-751	7Nov94
Automatic Merchandiser	v36	TX3-995-519	7Dec94
Automatic Merchandiser	v37	TX4-004-572	4Jan95
Automatic Merchandiser	v37	TX4-004-572	31Jan95
Automatic Merchandiser	v37	TX4-004-572	7Mar95
Automatic Merchandiser	v37	TX4-066-336	22Jun95
Automatic Merchandiser	v37	TX4-066-336	30Jun95
Aircraft Maintenance Technology	v4	TX3-751-675	17Sep93
Aircraft Maintenance Technology	v5	TX3-751-677	17Nov93
Aircraft Maintenance Technology	v5	TX3-751-676	21Jan94

Aircraft Maintenance Technology	v5	TX3-877-249	19May94
Aircraft Maintenance Technology	v5	TX3-912-149	22Jul94
Aircraft Maintenance Technology	v6	TX3-932-788	5May95
Aircraft Maintenance Technology	v5	TX3-968-879	30Sep94
Aircraft Maintenance Technology	v6	TX4-004-829	27Jan95
Aircraft Maintenance Technology	v6	TX4-004-829	20Mar95
Aircraft Maintenance Technology	v6	TX4-073-974	23Nov94
Aircraft Maintenance Technology	v6	TX4-108-987	31Jul95
Aircraft Maintenance Technology	v6	TX4-108-987	21Sep95
Aircraft technician	v3	TX3-784-635	14Jan92
Aircraft technician	v3	TX3-784-632	14Mar92
Aircraft technician	v3	TX3-784-518	21May92
Aircraft technician	v3	TX3-784-517	15Jul92
Aircraft technician	v3	TX3-784-634	18Sep92
Aircraft technician	v4	TX3-784-633	18Nov92
Aircraft technician	v4	TX3-784-513	14Jan93
Aircraft technician	v4	TX3-784-516	15Mar93
Aircraft technician	v4	TX3-784-514	27May93
Aircraft technician	v4	TX3-784-515	20Jul93
Pro	v6	TX3-784-563	25Jan94
Pro	v6	TX3-779-009	24Feb94
Pro	v6	TX3-784-564	29Mar94
Pro	v6	TX3-912-148	29Jul94
Pro	v6	TX3-912-158	23Sep94
Feed & grain	v30	TX3-276-349	25Oct91
Feed & grain	v30	TX3-258-863	22Nov91
Feed & grain	v31	TX3-276-348	2Jan92
Feed & grain	v31	TX3-276-350	14Feb92
Feed & grain	v31	TX3-344-4446	10Apr92
Feed & grain	v31	TX3-349-417	8Jun92
Feed & grain	v31	TX3-442-197	10Aug92
Feed & grain	v31	TX3-442-198	2Oct92
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Feed & grain	v32	TX3-622-534	21Dec92
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Feed & grain	v32	TX3-740-314	15Oct93
Feed & grain	v32	TX3-740-314	22Nov93
Feed & grain	v33	TX3-803-620	4Apr94
Feed & grain	v33	TX3-803-620	1Jun94
Feed & grain	v33	TX3-912-151	1Aug94
Feed & grain	v34	TX3-988-412	29Dec94
Feed & grain	v34	TX3-995-708	9Feb95

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PET TEAM

Summer 1996, Fall 1996

FIRST CLASS

Fall 1994, Winter 1994

Spring 1995, Summer 1995, Fall 1995,
Winter 1996

PRO PAINTING CONTRACTOR

Fall 1994

Spring 1995, Summer 1995, Fall 1995
Spring 1996, Winter 1996

TRUCK CARE TODAY

Fall 1994

Spring 1995, Fall 1995

DAIRY PERFORMANCE REPORT

Fall 1994, Winter 1994

Spring 1995, Summer 1995, Fall 1995, Winter 1995

WINGFOOT PROFILES

Fall 1994, Winter 1994

Spring 1995, Summer 1995, Fall 1995

WORKING TIRES

Summer 1994, Fall 1994

Spring 1995, Summer 1995, Fall 1995,
Spring 1996, Summer 1996, Fall 1996

SCHEDULE III

LICENSES

I. Patent Licenses

A. Borrower

None.

B. Guarantors

None.

II. Trademark Licenses

A. Borrower

None.

B. Guarantors

None.

III. Copyright Licenses

A. Borrower

None.

B. Guarantors

None.

IV. Other Licenses

A. Borrower

None.

B. PTN

License No. 935587 to PTN for the use of Datatrax Version 3.2.4 financial software, manufactured by Versyss.

C. JHP

1. Rights pursuant to that certain License Agreement, dated April 24, 1995, between JHP and American Business Information.
2. Rights pursuant to that certain Agreement, dated September 20, 1995, between JHP and the Uncover Company.
3. Rights pursuant to that certain unexecuted License Agreement, dated April 11, 1997, between JHP and the National Coffee Service Association.
4. License to JHP for use of multiview financial software.

SCHEDULE IV

PATENTS

A. Borrower

None.

B. Guarantors

None.

SCHEDULE V

TRADEMARKS

A. Borrower

None, other than the corporate name "CYGNUS PUBLISHING, INC."

B. Guarantors

With respect to PTN, the corporate name "PTN PUBLISHING COMPANY" and with respect to JHP, the corporate name "JOHNSON HILL PRESS, INC."

In addition, please see attachment.

Trade Names & Unregistered Trademarks

All trade names, trademarks and service marks used on or in connection with magazines published by PTN and Johnson Hill Press. See attached list of magazines.

Registered Trademarks

<u>Mark</u>	<u>Issue Date</u>	<u>Registration No.</u>
HEALTH FOODS BUSINESS	10/01/96	2,003,889
MODERN JEWELER	08/20/85	1,355,332
PHOTO BUSINESS	07/05/94	1,842,930
PHOTO BUSINESS	11/03/87	1,464,081
THE SPORTING GOODS DEALER	10/23/90	1,618,733
SOAP COSMETICS CHEMICAL SPECIALTIES	11/19/96	2,016,913
PHOTO TRADE NEWS	10/08/96	2,005,619
THE COMMERCIAL IMAGE	07/02/96	1,984,857
THE PET DEALER	11/28/95	1,937,970
ARMY/NAVY STORE & OUTDOOR MERCHANDISER	10/31/95	1,930,936
ESTAR	09/19/95	1,920,351
COMMERCIAL RENOVATION	05/23/95	1,895,063
ANSOM	05/09/95	1,893,122
AIRPORT BUSINESS	11/24/94	1,864,435
QUALIFIED REMODELER	10/24/94	1,859,693
QUICK PRINTING	12/05/89	1,569,633
SOUTHERN GRAPHICS	09/26/89	1,557,985
MODERN PAINT & COATINGS	07/22/86	1,402,131
AIRCRAFT MAINTENANCE TECHNOLOGY	11/28/95	1,939,048
MODERN PAINT and COATINGS	10/20/81	1,174,152

(Stylized)		
PLASTICS WORLD & Design	11/28/78	1,107,233
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
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
ECON ENVIRONMENTAL CONTRACTOR (and Design)	03/08/88	1,479,599
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
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
RENTAL PRODUCT NEWS	07/05/94	1,843,947
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
QUALIFIED REMODELER INCLUDING RESOURCE DIGEST (Stylized Letters)	11/21/94	1,863,705
<u>Renewed Trademarks</u>		
THE SPORTING GOODS DEALER	06/03/75	1,012,184
SOAP COSMETICS CHEMICAL SPECIALTIES	11/14/72	947,445
PRINTING NEWS	08/28/56	633,671
PI A LA MODE	06/30/50	544,627
BUILDING SERVICES CONTRACTOR	11/05/68	859,723

<u>Pending Applications to Register</u> <u>Trademarks</u>	<u>Filing Date</u>	<u>Serial No.</u>
Wallcoverings, Windows & Interior Fashion & Design	11/13/95	75/020,508
RENTAL TRENDS	09/25/96	75/171,653
PAVEMENT MAINTENANCE & RECONSTRUCTION	09/10/96	75/163,526
LAMINATING DESIGN & TECHNOLOGY	03/18/97	75/259,499

Foreign Trademark

OEM INDUSTRY	Benelux	530,763
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State Trademark

AIRCRAFT TECHNICIAN	Wisconsin
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Common Law Trademarks

Lustre
Snack Professional
Automatic Merchandiser
Law Enforcement Technology
Feed & Grain Latina
Food & Beverage Marketing
Plastics Formulating &
Compounding

Magazines

PTN Publications

Advanced Imaging
American Ink Maker
ANSOM
Firehouse
Food & Beverage Marketing
Health Foods Business
Kitchen & Bath Design News
Law Enforcement Technology
Lustre
Maintenance Supplies
Mass Transit
Modern Jeweler
Modern Paint & Coatings (MP&C)
MP & C Paint Red Book (annual)
Photo Trade News (PTN)
Photographic Processing
Plastics Formulating & Compounding
Plastics World (PW)
PW NPE Show Guide (June 1997 only)
Printing News East
Printing News Midwest
Qualified Remodeler (QR)
QR Resource Digest (Mid-March & Mid-September)
Quick Printing (QP)
QP Supplier's Guide (annual)
Security Dealer
Soap Cosmetics Chemical Specialties (SCCS)
SCCS Blue Book (annual)
Southern Graphics
Sporting Goods Dealer
Studio Photography
The Commercial Image
The Pet Dealer
Wallcoverings, Windows & Interior Fashion (WWIF)

Trade Show Dailies:

- Photo Trade News Daily
- PTN Photokina Daily

Newsletter:

- PBR Newsletter (Graphic Arts Network)
- WWIF Interior Fashions

JHP Publications

Aircraft Maintenance Technology
Airport Business
Automatic Merchandiser
Equipment Today
Farm Equipment
Farm Equipment Catalog (annual)
Feed & Grain
Feed & Grain Latina (Mexico distribution)
Laminating Design & Technology
OEM Industry
OEM Off Highway
Pavement Maintenance
PRO
Rental Product News
Snack Professional
Today's Distributor
Wood Digest
Yard & Garden

Trade Show Dailies:

- AM Show Days - ILGPEE Expo (Yard & Garden)
- Show Daily - (Automatic Merchandiser)

Newsletters:

- The Ag Industry Watch - monthly (Farm & Equipment)

JHP Company-Sponsored Publications

Alca Advantage
Canadian Farming
Commercial Tire Management
Dari-Trends
Farm Forum
Genset Power Report
Machining Today
Material Handling Solutions
Pro Logger
Quaestus
Truck Power
Walker Talk
Working Tires

[Form Of]
PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement dated as of June 5, 1997 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the lenders from time to time party thereto (the "*Lenders*"), The Chase Manhattan Bank, as issuing bank (in such capacity, the "*Issuing Bank*"), as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and Collateral Agent, and (b) the Guarantee Agreement dated as of June 5, 1997 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), among the Guarantors and the Collateral Agent.

The undersigned, a Financial Officer and a Legal Officer, respectively, of the Borrower, hereby certify to the Collateral Agent and each other Secured Party as follows:

1. *Names.* (a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as follows:

(b) Set forth below is each other corporate name each Grantor has had in the past five years, together with the date of the relevant change:

(c) Except as set forth in Schedule 1 hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

(e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

2. *Current Locations.* (a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an "*"):

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(c) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a) or (b) above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Collateral not identified above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(e) Set forth below opposite the name of each Grantor are the names and addresses of all persons other than such Grantor that have possession of any of the Collateral of such Grantor:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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3. *Unusual Transactions.* All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. *File Search Reports.* Attached hereto as Schedule 4(A) are true copies of file search reports from the Uniform Commercial Code filing offices where filings are to be made. Attached hereto as Schedule 4(B) is a true copy of each financing statement or other filing identified in such file search reports.

5. *UCC Filings.* Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral as identified in Section 2 hereof.

6. *Schedule of Filings.* Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. *Filing Fees.* All filing fees and taxes payable in connection with the filings described in Section 5 above have been paid.

8. *Stock Ownership.* Attached hereto as Schedule 8 is a true and correct list of all the duly authorized, issued and outstanding stock of each Subsidiary and the record and beneficial owners of such stock. Also set forth on Schedule 8 is each equity Investment

of the Borrower and each Subsidiary that represents 50% or less of the equity of the entity in which such investment was made.

9. *Notes.* Attached hereto as Schedule 9 is a true and correct list of all notes held by the Borrower and each Subsidiary and all intercompany notes between the Borrower and each Subsidiary of the Borrower and between each Subsidiary of the Borrower and each other such Subsidiary.

10. *Advances.* Attached hereto as Schedule 10 is (a) a true and correct list of all advances made by the Borrower to any Subsidiary of the Borrower or made by any Subsidiary of the Borrower to the Borrower or any other Subsidiary of the Borrower, which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Pledge Agreement, and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to the Borrower or any Subsidiary of the Borrower.

11. *Mortgage Filings.* Attached hereto as Schedule 11 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the corporation that owns such property as such name appears in its certificate of incorporation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this [] day of [].

CYGNUS PUBLISHING INC.,

by

Name:

Title:[Financial Officer]

SUPPLEMENT NO. _____ dated as of _____, to the Security Agreement dated as of June 5, 1997, among CYGNUS PUBLISHING INC., a Delaware corporation (the "*Borrower*"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "*Guarantor*" and collectively, the "*Guarantors*"; the Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and THE CHASE MANHATTAN BANK, a New York banking 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 June 5, 1997 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, the lenders from time to time party thereto (the "*Lenders*"), Chase, as issuing bank (in such capacity, the "*Issuing Bank*"), as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and Collateral Agent and (b) the Guarantee Agreement dated as of June 5, 1997 (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 and the Issuing Bank to issue Letters of Credit. 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 (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 the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

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 on and as of the date hereof. 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.

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 of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location 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:
Address:

THE CHASE MANHATTAN BANK, as
Collateral Agent,

by

Name:
Title:

LOCATION OF COLLATERAL

Description

Location

REAFFIRMATION AGREEMENT, dated as of December 8, 1998 (as the same may from time to time be amended, supplemented or otherwise modified, this "*Agreement*"), among CYGNUS PUBLISHING HOLDINGS, INC. (formerly known as Cygnus Publishing, Inc.), a Delaware corporation (the "*Borrower*"), JOHNSON HILL PRESS, INC., a Delaware corporation ("*JHP*"), CYGNUS PUBLISHING, INC. (formerly known as PTN Publishing Company), a Delaware corporation (together with JHP, the "*Subsidiaries*", and the Borrower and such Subsidiaries referred to herein collectively as the "*Reaffirming Parties*") and THE CHASE MANHATTAN BANK, as Administrative Agent, Issuing Bank and Collateral Agent (in such capacities, "*Chase*") for the benefit of the Lenders (such term and each other capitalized term used but not defined herein having the meaning assigned to such term in the Amended and Restated Credit Agreement referred to below).

WHEREAS the Borrower, each of the Lenders and Chase have entered into the Credit Agreement, dated as of June 5, 1997, as amended and restated as of the date hereof (the "*Amended and Restated Credit Agreement*");

WHEREAS each Reaffirming Party expects to realize, or has realized, substantial direct and indirect benefits as a result of the Borrower entering into the Amended and Restated Credit Agreement and as a result of the Amended and Restated Credit Agreement becoming effective; and

WHEREAS the execution and delivery of this Agreement is a condition precedent to the effectiveness of the Amended and Restated Credit Agreement;

NOW, THEREFORE, in consideration of the foregoing, to induce Chase and each Lender to enter into the Amended and Restated Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Reaffirmation/Amendment and Restatement

SECTION 1.01. Reaffirmation. Each of the Reaffirming Parties hereby consents to the Amended and Restated Credit Agreement and hereby confirms its respective guarantees, pledges and grants of security interests, as applicable, and agrees that notwithstanding the effectiveness of the Amended and Restated Credit Agreement such guarantees, pledges and grants of security interests shall continue to be in full force and effect and shall accrue to the benefit of the Lenders and the other Secured Parties under the Amended and Restated Credit Agreement.

SECTION 1.02. Amendment and Restatement. On and after the effectiveness of the Amended and Restated Credit Agreement, (i) each reference in each of the Pledge Agreement, the Security Agreement, the Guarantee Agreement and the Indemnity, Subrogation and Contribution Agreement (such agreements referred to herein collectively as the "*Collateral Documents*") to the "Credit Agreement", "thereunder", "thereof" or words of like import shall mean and be a reference to the Amended and Restated Credit Agreement (as such agreement may be amended, modified or supplemented and in effect from time to time), (ii) the definition of any term defined in any Collateral Document by reference to the terms defined in the Original Credit Agreement shall be amended to be defined by reference to the defined term in the Amended and Restated Credit Agreement, as the same may be amended, modified or supplemented and in effect from time to time, (iii) the Security Agreement is hereby amended by (a) deleting Section 1.01 in

its entirety and inserting in its place the Section 1.01 as set forth on Annex I (Item No. 1) attached hereto, (b) deleting the definition of the term "Collateral" in Section 1.02 in its entirety and inserting in its place the definition of the term "Collateral" as set forth on Annex I (Item No. 2) attached hereto, (c) deleting the definition of the term "General Intangibles" in Section 1.02 and inserting in its place the definition of the term "General Intangibles" as set forth on Annex I (Item No. 3) attached hereto and (d) inserting into Section 1.02 the remaining definitions set forth in Annex I (Item No. 4) attached hereto in alphabetical order, (iv) Schedules I through V to the Security Agreement are hereby amended and restated in their entirety as set forth on Schedules I through V, respectively, hereto and (v) Schedule II to the Pledge Agreement is hereby amended and restated in its entirety as set forth on Annex II attached hereto.

ARTICLE II

Representations and Warranties

Each Reaffirming Party hereby represents and warrants, which representations and warranties shall survive execution and delivery of this Agreement, as follows:

SECTION 2.01. Organization. Such Reaffirming Party is duly organized and validly existing in good standing under the laws of the jurisdiction of its formation.

SECTION 2.02. Authority; Enforceability. Such Reaffirming Party has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance by it of this Agreement. Such Reaffirming Party has duly executed and delivered this Agreement, and this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 2.03. Loan Documents. The representations and warranties of such Reaffirming Party contained in each Loan Document are true and correct in all material respects on and as of the Restatement Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date.

ARTICLE III

Miscellaneous

SECTION 3.01. Indemnity. Each Reaffirming Party agrees to indemnify Chase, each Lender and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement or any other agreement or instrument contemplated hereby, the performance by the parties hereto and thereto of their respective obligations hereunder and thereunder or the consummation of the transactions contemplated hereby and thereby, or (ii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether 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 resulted from the gross negligence or wilful misconduct of such Indemnitee or any Affiliate of such Indemnitee (or any officer, director, employee, advisor or agent of such Indemnitee or any such Indemnitee's and by the Collateral Documents Affiliates). The obligations of such Reaffirming Party under this Section shall be secured hereby and by the Collateral Documents and the Collateral Documents shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the transactions

contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Collateral Document, or any investigation made by or on behalf of Chase or any Lender. All amounts due under this Section 3.01 shall be payable on written demand therefor.

SECTION 3.02. Setoff, etc. In addition to, and without limitation of, any rights of Chase and the Lenders under applicable law, if an Event of Default shall have occurred and be continuing, Chase, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender or Affiliate to or for the credit or the account of any Reaffirming Party against any of and all the obligations of any Reaffirming Party now or hereafter existing under this Agreement or any other Loan Document held by Chase or such Lender, irrespective of whether or not Chase or such Lender shall have made any demand under this Agreement or such other Loan Document and although such obligations may be unmatured. The rights of Chase and each Lender under this Section 3.02 are in addition to other rights and remedies (including other rights of setoff) which Chase or such Lender may have.

SECTION 3.03. Notices. All notices and other communications hereunder shall be made at the addresses, in the manner and with the effect provided in Article IX of the Amended and Restated Credit Agreement; provided that, for this purpose, the address of each Reaffirming Party shall be the one specified for the Borrower under the Amended and Restated Credit Agreement.

SECTION 3.04. Limitation of Liability. To the extent permitted by applicable law, each Reaffirming Party shall not assert, and each hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the transactions contemplated hereby, any Loan or Letter of Credit or the use of the proceeds thereof.

SECTION 3.05. CHOICE OF LAW; CONSENT TO JURISDICTION.
THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. EACH REAFFIRMING PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, 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 OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT CHASE OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY REAFFIRMING PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

SECTION 3.06. Expenses. Each Reaffirming Party agrees to pay all reasonable costs, fees and expenses (including reasonable attorneys' fees and time charges of attorneys for Chase and any Lender, which attorneys may be employees of Chase and any Lender) incurred by Chase and any Lender in connection with the enforcement or protection of their rights under this Agreement and in collecting or enforcing any Reaffirming Party's obligations under this Agreement.

SECTION 3.07. Loan Document. This Agreement is a Loan Document executed pursuant to the Amended and Restated Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 3.08. Section Captions. Section captions used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

SECTION 3.09. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 3.10. WAIVER OF JURY TRIAL. EACH OF THE REAFFIRMING PARTIES AND CHASE BY ITS ACCEPTANCE HEREOF HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). 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 BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 3.11. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 3.12. Amendment. This Agreement may be waived, modified or amended only by a written agreement executed by each of the parties hereto.

Section 3.13. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 3.14. No Novation. Neither this Agreement nor the execution, delivery or effectiveness of the Amended and Restated Credit Agreement shall extinguish the obligations for the payment of money outstanding under the Original Credit Agreement or the Amended and Restated Credit Agreement or discharge or release the Lien or priority of the Pledge Agreement or Security Agreement or any other security therefor. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Original Credit Agreement or the Amended and Restated Credit Agreement or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed

concurrently herewith. Nothing implied in this Agreement or in any other document contemplated hereby or thereby shall be construed as a release or other discharge of the Borrower or any Guarantor or any Grantor or any Pledgor or any party to the Indemnity, Subrogation and Contribution Agreement under any Collateral Document from any of its obligations and liabilities as a "Borrower", "Guarantor", "Grantor", "Pledgor" or "party to the Indemnity, Subrogation and Contribution Agreement" under the Original Credit Agreement or the Collateral Documents. Each of the Original Credit Agreement and the Collateral Documents shall remain in full force and effect, until (as applicable) and except to any extent modified hereby or in connection herewith and therewith.

IN WITNESS WHEREOF, each of Reaffirming Party and Chase have caused this Agreement to be duly executed and delivered as of the date first above written.

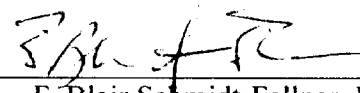
CYGNUS PUBLISHING HOLDINGS, INC.

By: 
F. Blair Schmidt-Fellner, President

CYGNUS PUBLISHING, INC.

By: 
F. Blair Schmidt-Fellner, President

JOHNSON HILL PRESS, INC.

By: 
F. Blair Schmidt-Fellner, President

THE CHASE MANHATTAN BANK, as
Administrative Agent, Issuing Bank and
Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Reaffirming Party and Chase have caused this Agreement to be duly executed and delivered as of the date first above written.

CYGNUS PUBLISHING HOLDINGS, INC.,

by: _____
 Name:
 Title:


CYGNUS PUBLISHING, INC.,

by: _____
 Name:
 Title:

JOHNSON HILL PRESS, INC.,

by: _____
 Name:
 Title:

THE CHASE MANHATTAN BANK, as
 Administrative Agent, Issuing Bank and
 Collateral Agent,

by:  _____
 Name: JOHN J. HUBER III
 Title: MANAGING DIRECTOR

Annex 1

1. 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 and all references to the Uniform Commercial Code shall mean the Uniform Commercial Code in effect in the State of New York as of the date hereof.
2. "Collateral" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts, (g) Investment Property and (h) Proceeds.
3. "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 all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, 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) (other than rights under contracts that prohibit assignments or a grant of a security interest therein), 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.
4. "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.

"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.

"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.

"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.

"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.

"Securities 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.

CAPITAL STOCK

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Shares</u>	<u>Percentage of Shares</u>
Cygnus Publishing, Inc. (formerly PTN Publishing Company)	#3	Cygnus Publishing Holdings, Inc. (formerly Cygnus Publishing, Inc.)	1,000 shares common stock	100 %
Johnson Hill Press, Inc.	#131-Common Stock #PNC6-Preferred Stock	Cygnus Publishing, Inc. (formerly PTN Publishing Company)	627 shares of common stock; 8,300 shares of non-cumulative non-voting preferred stock	100 %

DEBT SECURITIES

<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Maturity Date</u>
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None

SCHEDULE I

GUARANTORS

1. Cygnus Publishing, Inc., a Delaware corporation.
2. Johnson Hill Press, Inc., a Delaware corporation.

SCHEDULE II

COPYRIGHTS

A. Borrower.

None.

B. Guarantors

See attached list.

Copyrights

<u>Registered Copyrights</u>	<u>Issue Date/ Vol. and No.</u>	<u>Registration No.</u>
<u>Copyright of PTN</u>		
Registered Copyrights in Quick Printing, Copy Magazine, Copy Imaging & Reproduction Magazine, Wallcoverings, Windows and Interior Fashion and Southern Graphics magazines - see Exhibit attached hereto		
FACTS . . . about the leading specialized magazine covering the field of COSMETICS\TOILETRIES\ CHEMICAL SPECIALTIES, SOAPS AND DETERGENTS	04/22/85	TX-1-557-504
BUILDING SERVICES MANAGEMENT Second Edition	09/30/88	TX-2-414-618
PRACTICAL DETERGENT ANALYSIS	10/16/70	A 182208
BUILDING SERVICES MANAGEMENT	01/04/71	A 205229
WOOD DIGEST	Vol. 23 No. 6	TX 3-460-139
WOOD DIGEST	Vol. 23 No. 5	TX 3-460-140
WOOD DIGEST	Vol. 23 No. 4	TX 3-460-141
WOOD DIGEST	Vol. 23 No. 9	TX 3-460-899
WOOD DIGEST	Vol. 23 No. 8	TX 3-460-142
WOOD DIGEST	Vol. 23 No. 7	TX 3-460-143
PRINTING NEWS EAST	Vol. CXXXIII, No. 6 (8/8/94)	TX-4-097-157

All other copyrights whether registered or unregistered, in
issues of magazines published by PTN including, but not limited
to, the following:

Advanced Imaging
Industrial Photography
Photographic Process
PTN/Photographic Trade News
PTN/Photokina News
PTN/PMA Convention Daily
Studio Photography

S\4850\018\88375B.SAM

TRADEMARK
REEL: 1860 FRAME: 0829

American Ink Maker
Printing News East
Soap/Cosmetics/Chemical Specialties
Wood Digest
Firehouse
Law Enforcement Technology
Mass Transit
Kitchen & Bath Design News
Qualified Remodeler
Army-Navy Store and Outdoor Merchandiser (ANSOM)
Health Foods Business
Maintenance Supplies
Security Dealer
Quick Printing
Southern Graphics
Store Brands
Wallcoverings, Windows and Interior Fashion
Modern Paint and Coatings
Modern Jeweler
Photo Trade News
Estar
Commercial Renovation
Paint Red Book
Rental Trends
Printing News Midwest
Photo Business

Copyrights of JHP

See Exhibit attached hereto.

Unpublished Works

PTN and JHP own copyrights in various unpublished works, including articles, artwork, photographs and data compilations.

Software

PTN and JHP use the following computer software:

1. Multiview 002547

2. Operating system software for a mid-level Hewlett Packard computer used at JHP.
3. Multiview financial software used at JHP.
4. Various off-the-shelf computer software products, pursuant to single-use shrink wrap type licenses.

The copyrights in all of the above computer software are owned by the manufacturers of the software.

PTN and JHP own the copyright in the computer software that was developed in-house at JHP for monitoring the circulation of its magazines, processing sales of advertising and processing reader inquiries.

Copyrights - Exhibit

Quickprinting, vol. 17, no. 12, Sept. 1994.
Quickprinting magazine, vol. 17, no. 9, June 1994.
Quickprinting magazine, vol. 17, no. 10, July 1994.
Quickprinting magazine, vol. 17, no. 11, Aug. 1994.
Quickprinting, vol. 18, no. 1, Oct. 1994.
Quick Printing, vol. 18, no. 2, Nov. 1994.
Quickprinting, vol. 18, no. 3, Dec. 1994.
Quick printing, vol. 18, no. 4, Jan. 1995.
Quick printing, vol. 18, no. 5, Feb. 1995.

Southern graphics magazine, vol. 65, no. 7, July 1989.
Southern graphics magazine, vol. 72, no. 6, June 1994.
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Farm equipment	v21	TX932-269	17May82
Farm equipment	v21	TX1-000-373	20Jul82
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Farm equipment	v21	TX1-000-369	7Oct82
Farm equipment	v21	TX1-145-214	27Oct82
Farm equipment	v22	TX1-149-769	10Jan83
Farm equipment	v22	TX1-149-772	10Feb83
Farm equipment	v22	TX1-149-773	10Mar83
Farm equipment	v22	TX1-149-774	10Apr83
Farm equipment	v22	TX1-149-775	10May83
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Farm equipment	v24	TX1-739-107	3Oct85
Farm equipment	v24	TX1-739-112	3Nov85
Farm equipment	v25	TX1-914-699	10Feb86
Farm equipment	v25	TX1-914-698	13Mar86
Farm equipment	v25	TX1-913-244	8Apr86
Farm equipment	v25	TX1-913-245	6May86
Farm equipment	v25	TX1-913-246	5Jun86
Farm equipment	v25	TX1-913-247	11Jul86
Farm equipment	v25	TX2-162-917	12Oct86
Farm equipment	v25	TX2-162-916	16Nov86
Farm equipment	v26	TX2-162-314	28Jan87
Farm equipment	v26	TX2-162-915	17Feb87
Farm equipment	v26	TX2-162-914	14Mar87
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Feed & grain times	v20	TX680-686	27Feb81
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Feed & grain times	v20	TX787-191	21Sep81
Feed & grain times	v20	TX808-594	8Oct81
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Feed & grain times	v23	TX1-409-450	9Apr84
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Feed & grain times	v24	TX1-558-207	25Feb85
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Furniture/ woodworking product news	v11	TX541-161	3Jun80
Furniture/ woodworking product news	v11	TX541-163	3Aug80
Furniture/ woodworking product news	v11	TX607-556	29Oct80
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Rental product news	v1	TX294-174	13Jul79
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Rental product news	v2	TX477-709	3Nov79
Rental product news	v2	TX477-710	3Jan80

Rental product news	v2	TX541-160	3Mar80
Rental product news	v2	TX541-159	3May80
Rental product news	v2	TX541-158	3Jul80
Rental product news	v3	TX607-545	16Sep80
Rental product news	v3	TX607-546	13Nov80
Rental product news	v3	TX680-675	5Feb81
Rental product news	v3	TX680-676	18Mar81
Rental product news	v3	TX742-250	12May81
Rental product news	v4	TX742-240	22Jul81
Rental product news	v4	TX787-189	1Oct81
Rental product news	v5	TX1-145-219	6Dec82
Rental product news	v5	TX1-162-088	10Jan83
Rental product news	v5	TX1-162-087	10Feb83
Rental product news	v5	TX1-162-086	10Apr83
Rental product news	v5	TX1-162-085	10Jun83
Rental product news	v5	TX1-162-089	18Jul83
Rental product news	v5	TX1-315-064	10Jul83
Rental product news	v5	TX1-315-056	10Sep83
Rental product news	v6	TX1-315-078	10Oct83
Rental product news	v6	TX1-315-086	10Nov83
Rental product news	v6	TX1-315-067	10Jan84
Rental product news	v6	TX1-315-072	10Feb84
Rental product news	v6	TX1-409-457	9Mar84
Rental product news	v6	TX1-409-454	6Apr84
Rental product news	v6	TX1-409-455	8May84
Rental product news	v6	TX1-409-456	13Jun84
Rental product news	v6	TX1-409-453	6Jul84
Rental product news	v7	TX1-558-195	9Nov84
Rental product news	v7	TX1-558-198	11Jan85
Rental product news	v7	TX1-558-197	5Feb85
Rental product news	v6	TX1-683-425	7Sep84
Rental product news	v7	TX2-005-051	18Mar85
Rental product news	v7	TX2-005-050	16Apr85
Rental product news	v7	TX2-005-041	14May85
Rental product news	v7	TX2-005-040	24Jun85
Rental product news	v7	TX2-005-054	16Jul85
Rental product news	v7	TX2-005-053	14Aug85
Rental product news	v7	TX2-005-044	19Sep85
Rental product news	v7	TX2-011-737	25Oct85
Rental product news	v8	TX2-005-986	17Dec85
Rental product news	v8	TX2-005-052	21Jan86
Rental product news	v8	TX2-005-047	22Feb86
Rental product news	v8	TX2-005-043	15Mar86
Rental product news	v8	TX2-005-046	16Apr86
Rental product news	v8	TX2-005-045	16May86
Rental product news	v8	TX2-005-055	14Jun86
Rental product news	v8	TX2-005-057	18Jul86
Rental product news	v8	TX2-005-056	12Aug86

Rental product news	v8	TX2-005-058	19Sep86
Rental product news	v8	TX2-005-048	13Oct86
Rental product news	v8	TX2-005-987	17Dec86
Rental product news	v9	TX2-005-059	20Jan87
Rental product news	v9	TX2-005-049	6Feb87
Rental product news	v9	TX2-188-390	15Sep87
Rental product news	v9	TX2-188-391	30Sep87
Rental product news	v9	TX2-197-103	13Mar87
Rental product news	v9	TX2-197-102	7Apr87
Rental product news	v9	TX2-197-101	10May87
Rental product news	v9	TX2-197-100	9Jun87
Rental product news	v9	TX2-197-098	8Jul87
Rental product news	v9	TX2-197-099	31Jul87
Rental product news	v9	TX2-296-131	8Dec87
Rental product news	v10	TX2-296-105	11Jan88
Rental product news	v10	TX2-296-108	8Feb88
Rental product news	v10	TX2-296-107	26Feb88
Rental product news	v10	TX2-296-106	1Apr88
Rental product news	v10	TX2-446-561	27Apr88
Rental product news	v10	TX2-446-562	27May88
Rental product news	v10	TX2-446-563	28Jun88
Rental product news	v10	TX2-446-559	1Aug88
Rental product news	v10	TX2-441-205	20Sep88
Rental product news	v10	TX2-446-560	10Oct88
On your own	v8	TX3-946-517	24Oct94
On your own	v9	TX3-990-015	24Jan95
On your own	v9	TX4-053-301	24Mar95
On your own	v9	TX4-053-305	21Apr95
Construction product news	v1	TX281-865	1May79
Construction product news	v1	TX294-170	13Jul79
Construction product news	v1	TX477-689	12Sep79
Construction product news	v1	TX477-688	12Nov79
Construction product news	v1	TX477-687	3Jan80
Construction product news	v1	TX541-148	3Mar80
Construction product news	v2	TX541-150	3Mar80
Construction product news	v2	TX541-147	3Jul80
Farmstead mechanization	v7	TX609-947	3Mar80
Farmstead mechanization	v7	TX609-946	3May80
Farmstead mechanization	v7	TX609-945	3Jul80
Farmstead mechanization	v7	TX607-548	23Sep80
Farmstead mechanization	v8	TX680-673	1Jan81
Farmstead mechanization	v8	TX680-683	12Mar81
Hatchery managment	v6	TX609-954	3Apr80
Hatchery managment	v6	TX609-953	3May80
Hatchery managment	v6	TX609-952	3Jun80
Hatchery managment	v6	TX609-951	3Jul80

Hatchery managment	v6	TX609-950	3Aug80
Hatchery managment	v6	TX665-202	6Oct80
Hatchery managment	v6	TX665-203	4Dec80
P C A farming	v22	TX328-337	15Mar79
P C A farming	v23	TX327-998	1Sep79
P C A farming	v23	TX371-617	1Nov79
P C A farming	v22	TX307-525	1Jan79
P C A farming	v23	TX454-051	1Mar80
P C A farming	v23	TX480-435	1May80
P C A farming	v23	TX581-461	1Jan80
P C A farming	v24	TX591-512	1Sep80
P C A farming	v24	TX591-513	1Nov80
P C A farming	v24	TX640-721	1Jan81
P C A farming	v24	TX660-968	1Mar81
P C A farming	v24	TX707-324	1May81
P C A farming	v24	TX742-249	1Jul81
P C A farming	v25	TX768-934	1Sep81
P C A farming	v25	TX863-456	1Nov81
P C A farming	v25	TX870-350	1Jan82
P C A farming	v25	TX921-126	1May82
P C A farming	v25	TX970-318	1Mar82
P C A farming	v25	TX955-779	1Jul82
P C A farming	v26	TX1-000-322	1Sep82
P C A farming	v26	TX1-032-875	1Nov82
P C A farming	v26	TX1-065-770	1Jan83
P C A farming	v26	TX1-098-894	1Mar83
P C A farming	v26	TX1-184-360	1May83
P C A farming	v26	TX1-197-657	1Jul83
P C A farming	v27	TX1-271-821	1Nov83
P C A farming	v27	TX1-271-820	1Jan84
P C A farming	v27	TX1-323-133	1Mar84
P C A farming	v28	TX1-444-699	1Sep84
P C A farming	v28	TX1-532-107	1Nov84
P C A farming	v28	TX1-532-108	1Jan85
P C A farming	v28	TX1-700-733	1Mar85
Power Choring	v8	TX609-948	3May80
Power Choring	v8	TX609-949	3Jul80
Power Choring	v8	TX607-549	22Sep80
Power Choring	v9	TX680-672	6Jan81
Power Choring	v9	TX680-674	13Mar81
Power Choring	v11	TX1-492-185	1Jul83
Power Choring	v11	TX1-484-528	2Sep83
Construction dealer/ distributor	v2	TX607-555	16Sep80

Construction dealer/distributor	v2	TX607-554	13Nov80
Construction dealer/distributor	v2	TX680-679	5Feb81
Rental product news showcase		TX607-547	23Oct80
Rental product news showcase	v5	TX1-145-218	28Oct82
Rental product news showcase	v6	TX1-468-016	23Oct84
DeLaval dairy letter		TX1-027-190	4Oct82
DeLaval dairy letter		TX1-154-157	2May83
DeLaval dairy letter		TX1-163-519	10Jul83
DeLaval dairy letter		TX1-315-081	11Oct83
DeLaval dairy letter		TX1-315-061	19Jan84
DeLaval dairy letter		TX1-409-445	10Apr84
Farm profit		TX1-027-191	15Nov82
Farm profit		TX1-096-660	1Mar83
Farm profit		TX1-154-155	1Jun83
Farm profit		TX1-315-059	20Sep83
Farm profit		TX1-315-088	9Dec83
Farm profit		TX1-315-087	16Mar84
Farm profit		TX1-409-439	30May84
Farm profit		TX1-574-714	11Sep84
Farm profit		TX1-558-217	27Aug84
Farm profit		TX1-558-206	20Nov84
Farm profit		TX1-669-571	13Jun85
Farm profit		TX1-669-603	13Jun85
Farm profit		TX1-672-152	5Sep85
Farm profit		TX1-747-067	15Nov85
Farm profit		TX1-913-243	23May86
Farm profit		TX1-957-575	4Mar86
Farm profit		TX2-046-906	30Aug86
Farm profit		TX2-046-905	9Nov86
Farm profit		TX2-046-904	27Feb87
Farm profit		TX2-186-598	21May87
Farm profit		TX2-186-599	31Aug87
Farm profit		TX2-529-976	8Dec87
Farm profit		TX2-529-975	11Mar88
Farm profit		TX2-529-974	14Jun88
Farm profit		TX2-529-973	6Sep88
Farm profit		TX2-529-972	8Dec88
Farm profit		TX2-529-977	10Mar89
Farm profit		TX2-877-435	8Jun89
Farm profit		TX2-877-436	6Sep89
Farm profit		TX2-877-437	5Dec89
Farm profit		TX2-877-441	6Mar90
Keep flying	v7	TX1-027-194	15Sep82
Keep flying	v7	TX1-096-667	12Jan83
Keep flying	v8	TX1-154-154	17May83
Terra team reporter	v2	TX1-027-193	22Nov82
Terra team reporter	v3	TX1-096-663	20Jan83

Terra team reporter	v3	TX1-096-666	20Mar83
Terra team reporter	v3	TX1-154-153	17May83
1st class		TX1-027-192	15Aug82
1st class		TX1-096-661	22Nov82
1st class		TX1-096-662	10Mar83
1st class		TX1-149-770	17Jun83
1st class		TX1-315-070	22Sep83
1st class		TX1-315-058	13Dec83
1st class		TX1-409-441	13Mar84
1st class		TX1-409-440	6Jun84
1st class		TX1-558-200	14Sep84
1st class		TX1-574-716	19Sep84
1st class		TX1-558-199	3Dec84
1st class		TX1-637-304	11Mar85
1st class		TX1-637-303	8Jul85
1st class		TX1-726-404	18Oct85
1st class		TX1-813-171	27Dec85
1st class		TX1-813-170	28Mar86
1st class		TX2-057-607	28Jun86
1st class		TX2-057-606	27Sep86
1st class		TX2-057-605	28Dec86
1st class		TX2-057-604	28Mar87
Ag-chem report	v7	TX1-087-177	22Nov82
Ag-chem report	v8	TX1-096-664	28Jan83
Ag-chem report	v8	TX1-096-665	22Mar83
Ag-chem report	v8	TX1-154-158	15May83
Ag-chem report	v8	TX1-315-066	2Aug83
Ag-chem report	v8	TX1-315-092	28Sep83
Ag-chem report	v8	TX1-315-050	22Nov83
Ag-chem report	v9	TX1-315-091	26Jan84
Ag-chem report	v9	TX1-409-437	26Mar84
Ag-chem report	v9	TX1-409-438	21May84
Ag-chem report	v9	TX1-574-712	27Jul84
Ag-chem report	v9	TX1-558-189	25Jul84
Ag-chem report	v9	TX1-468-017	24Sep84
Ag-chem report	v9	TX1-558-187	19Nov84
Ag-chem report	v10	TX1-558-190	24Jan85
Ag-chem report	v10	TX1-672-151	30Jul85
Ag-chem report	v10	TX1-672-150	30Sep85
Ag-chem report	v10	TX1-729-746	13Jun85
Ag-chem report	v10	TX1-729-753	13Jun85
Ag-chem report	v10	TX1-747-068	9Dec85
Ag-chem report	v10	TX1-913-237	2Jun86
Ag-chem report	v10	TX1-913-238	4Aug86
Ag-chem report	v10	TX1-925-472	4Feb86
Ag-chem report	v11	TX1-925-473	2Apr86
Ag-chem report	v11	TX2-046-909	25Sep86
Ag-chem report	v11	TX2-046-908	2Dec86
Ag-chem report	v12	TX2-046-907	1Feb87

Ag-chem report	v12	TX2-186-597	31Mar87
Ag-chem report	v12	TX2-186-596	29May87
Ag-chem report	v12	TX2-186-594	4Aug87
Ag-chem report	v12	TX2-186-595	25Sep87
Farm equipment	v1	TX1-162-073	10Jul83
Farm equipment	v1	TX1-430-157	10Jan84
Furniture/wood digest	v14	TX1-162-076	10Jul83
Furniture/wood digest	v14	TX1-315-051	10Sep83
Furniture/wood digest	v14	TX1-315-090	10Oct83
Furniture/wood digest	v14	TX1-315-093	10Jan84
Furniture/wood digest	v14	TX1-315-076	10Feb84
Furniture/wood digest	v14	TX1-315-085	10Mar84
Furniture/wood digest	v14	TX1-430-156	10Aug83
Furniture/wood digest	v14	TX1-430-155	10Nov83
Furniture/wood digest	v14	TX1-417-224	28Mar84
Furniture/wood digest	v14	TX1-409-436	27Apr84
Furniture/wood digest	v14	TX1-409-443	11Jun84
Furniture/wood digest	v15	TX1-574-713	26Jul84
Furniture/wood digest	v15	TX1-468-025	26Sep84
Furniture/wood digest	v15	TX1-558-219	2Nov84
Furniture/wood digest	v15	TX1-558-220	11Jan85
Furniture/wood digest	v15	TX1-558-221	28Jan85
Furniture/wood digest	v15	TX1-558-222	26Feb85
Furniture/wood digest	v14	TX1-683-481	7Aug83
Furniture/wood digest	v15	TX1-683-482	28Aug84
Furniture/wood digest	v15	TX1-637-584	29Mar85
Furniture/wood digest	v16	TX1-637-583	24Apr85
Furniture/wood digest	v16	TX1-637-582	31May85
Furniture/wood digest	v16	TX1-735-650	3Sep85
Furniture/wood digest	v16	TX1-735-651	1Oct85
Furniture/wood digest	v16	TX1-735-652	1Nov85
Furniture/wood digest	v16	TX1-735-653	2Dec85
Furniture/wood digest	v16	TX1-889-813	7Feb86
Furniture/wood digest	v16	TX1-889-809	7Mar86
Furniture/wood digest	v17	TX1-889-810	4Apr86
Furniture/wood digest	v17	TX1-889-811	8May86
Furniture/wood digest	v17	TX1-889-812	4Jun86
Furniture/wood digest	v17	TX1-889-814	7Jul86
Furniture/wood digest	v16	TX2-030-902	17Jan86
Furniture/wood digest	v17	TX2-033-517	13Aug86
Furniture/wood digest	v17	TX1-986-210	10Sep86
Furniture/wood digest	v17	TX1-987-326	10Oct86
Furniture/wood digest	v17	TX1-987-288	10Nov86
Furniture/wood digest	v17	TX1-987-325	10Dec86
Furniture/wood digest	v17	TX2-102-641	26Jan87
Furniture/wood digest	v17	TX2-104-013	16Feb87
Furniture/wood digest	v17	TX2-104-011	13Mar87

Furniture/wood digest	v18	TX2-104-012	13Apr87
Furniture/wood digest	v18	TX2-104-014	13May87
Furniture/wood digest	v18	TX2-104-016	12Jun87
Furniture/wood digest	v18	TX2-104-015	10Jul87
Furniture/wood digest	v18	TX2-162-641	8Aug87
Furniture/wood digest	v18	TX2-162-640	28Aug87
Furniture/wood digest	v18	TX2-163-204	30Sep87
Furniture/wood digest	v18	TX2-264-015	2Nov87
Furniture/wood digest	v18	TX2-264-016	1Dec87
Furniture/wood digest	v18	TX2-262-707	15Jan88
Furniture/wood digest	v18	TX2-264-014	1Feb88
Furniture/wood digest	v18	TX2-264-017	1Mar88
Furniture/wood digest	v19	TX2-358-643	1Apr88
Furniture/wood digest	v19	TX2-358-642	2May88
Furniture/wood digest	v19	TX2-358-641	1Jun88
Furniture/wood digest	v19	TX2-358-644	1Jul88
Furniture/wood digest	v19	TX2-521-846	1Aug88
Furniture/wood digest	v19	TX2-521-845	1Sep88
Furniture/wood digest	v19	TX2-521-844	1Oct88
Furniture/wood digest	v19	TX2-521-843	1Nov88
Furniture/wood digest	v19	TX2-521-842	1Dec88
Furniture/wood digest	v19	TX2-568-604	3Jan89
Furniture/wood digest	v19	TX2-569-564	1Feb89
Furniture/wood digest	v19	TX2-569-563	1Mar89
Furniture/wood digest	v20	TX2-569-562	1Apr89
Furniture/wood digest	v20	TX2-569-565	1May89
Furniture/wood digest	v20	TX2-732-962	1Jun89
Furniture/wood digest	v20	TX2-732-956	1Jul89
Waterways with Sea Ray		TX1-154-156	30Mar83
Equipment guide news	v19	TX1-315-073	10Feb84
Equipment guide news	v19	TX1-315-048	10Mar84
Equipment guide news	v19	TX1-409-446	26Mar84
Equipment guide news	v19	TX1-409-444	25Apr84
Equipment guide news	v19	TX1-409-434	24May84
Equipment guide news	v19	TX1-409-435	27Jun84
Equipment guide news	v19	TX1-574-717	24Jul84
Equipment guide news	v19	TX1-574-711	24Aug84
Equipment guide news	v19	TX1-468-023	24Sep84
Equipment guide news	v19	TX1-468-024	25Oct84
Equipment guide news	v19	TX1-558-204	26Nov84
Equipment guide news	v20	TX1-558-185	13Dec84
Equipment guide news	v20	TX1-558-205	18Jan85
Equipment guide news	v20	TX1-558-186	22Feb85
Equipment guide news	v20	TX1-961-877	2Apr85
Equipment guide news	v20	TX1-961-876	3May85
Equipment guide news	v20	TX1-961-875	11Jun85
Equipment guide news	v20	TX1-961-878	9Jul85
Equipment guide news	v20	TX1-961-879	8Aug85
Equipment guide news	v20	TX1-961-880	10Sep85
Equipment guide news	v20	TX1-961-882	7Oct85

Equipment guide news	v20	TX1-961-881	8Nov85
Equipment guide news	v20	TX1-961-883	9Dec85
Equipment guide news	v21	TX1-961-884	14Jan86
Equipment guide news	v21	TX1-961-885	31Jan86
Equipment guide news	v21	TX1-961-886	12Mar86
Equipment guide news	v21	TX1-961-887	3Apr86
Equipment guide news	v21	TX1-961-888	4May86
Equipment guide news	v21	TX1-961-889	6Jun86
Equipment guide news	v21	TX1-961-890	10Jul86
Equipment guide news	v21	TX1-961-891	8Aug86
Equipment guide news	v21	TX1-961-892	9Sep.86
The Ideas are Mutual		TX1-315-082	8Aug83
The Ideas are Mutual		TX1-315-096	8Nov83
The Ideas are Mutual		TX1-315-094	25Jan84
The Ideas are Mutual		TX1-570-411	7Aug84
The Ideas are Mutual		TX1-315-083	8Aug83
The Ideas are Mutual		TX1-315-095	8Nov83
The Ideas are Mutual		TX1-315-057	26Jan84
The Ideas are Mutual		TX1-570-412	7Aug84
The Ideas are Mutual		TX1-558-210	15Feb85
The Ideas are Mutual		TX1-315-080	8Aug83
The Ideas are Mutual		TX1-315-046	8Nov83
The Ideas are Mutual		TX1-315-053	25Jan84
The Ideas are Mutual		TX1-570-414	7Aug84
The Ideas are Mutual		TX1-315-043	8Aug83
The Ideas are Mutual		TX1-315-047	8Nov83
The Ideas are Mutual		TX1-315-052	25Jan84
The Ideas are Mutual		TX1-570-413	7Aug84
The Ideas are Mutual		TX1-315-065	8Aug83
The Ideas are Mutual		TX1-315-069	8Nov83
The Ideas are Mutual		TX1-315-097	25Jan84
The Ideas are Mutual		TX1-570-415	7Aug84
Aviation today	v8	TX1-430-153	16Sep83
Aviation today	v9	TX1-430-154	27Feb84
Aviation today	v9	TX1-574-715	18May84
Aviation today	v9	TX1-558-191	7Jun84
Aviation today	v9	TX1-558-192	19Sep84
Aviation today	v9	TX1-558-201	6Mar85
Aviation today	v10	TX1-637-306	22Apr85
Dairy report		TX1-409-459	18Jul84
Dairy report		TX1-468-018	9Oct84
Dairy report		TX1-558-188	31Jan85
Farm equipment OEM	v2	TX1-409-442	10Jul84
Cheyenne	v8	TX1-558-203	10Sep84
Cheyenne	v8	TX1-558-202	6Mar85
Cheyenne	v9	TX1-637-302	25Apr85
Cheyenne	v9	TX1-637-301	31Jul85

Cheyenne	v9	TX1-813-174	13Jan86
Horse sense		TX1-558-184	14Jan85
Livestock systems	v12	TX1-492-184	3Jan84
Livestock systems	v12	TX1-498-962	3Mar84
Livestock systems	v12	TX1-475-266	26Apr84
Livestock systems	v12	TX1-475-267	26Jun84
Livestock systems	v12	TX1-558-223	22Aug84
Livestock systems	v12	TX1-570-416	13Aug84
Livestock systems	v12	TX1-468-019	26Oct84
Livestock systems	v13	TX1-558-224	4Feb85
Livestock systems	v13	TX1-726-498	30Sep85
Livestock systems	v14	TX1-908-909	25Jul86
Livestock systems	v14	TX2-051-237	8Jan86
Livestock systems	v14	TX2-058-531	1Apr86
Livestock systems	v14	TX2-058-530	9Oct86
Livestock systems	v15	TX2-194-962	1Apr87
Livestock systems	v15	TX2-194-961	16Jul87
Livestock systems	v15	TX2-194-960	22Sep87
Livestock systems	v16	TX2-533-820	18Jan88
Livestock systems	v16	TX2-533-813	12Apr88
Livestock systems	v16	TX2-533-814	19Jul88
Livestock systems	v16	TX2-533-815	29Sep88
Livestock systems	v17	TX2-533-819	11Jan89
Livestock systems	v17	TX2-877-434	17Apr89
Yard & garden	v8	TX1-558-194	23Nov84
Yard & garden	v8	TX1-558-193	19Dec84
Yard & garden	v8	TX1-558-196	4Feb85
Yard & garden	v8	TX1-683-483	10Aug84
Yard & garden	v17	TX3-784-566	12Jan94
Yard & garden	v17	TX3-784-567	17Feb94
Yard & garden	v17	TX3-784-565	15Mar94
Yard & garden	v17	TX3-695-007	25Apr95
Yard & garden	v17	TX3-695-007	22Jun94
Yard & garden	v17	TX3-863-745	22Jun94
Yard & garden	v17	TX3-863-745	29Jul94
Yard & garden	v18	TX3-912-156	13Sep94
Yard & garden	v18	TX3-694-851	10Mar95
Yard & garden	v18	TX3-694-851	21Apr95
Yard & garden	v18	TX3-946-748	31Oct94
Yard & garden	v18	TX3-946-748	29Nov94
Yard & garden	v18	TX3-950-706	16Jan95
Yard & garden	v18	TX3-950-706	14Feb95
Yard & garden	v18	TX4-068-177	21Jun95
Yard & garden	v18	TX4-068-177	26Jul95
Farming	v28	TX1-700-737	1May85

Farming	v28	TX1-700-734	1Jul85
Farming	v29	TX1-700-735	1Sep85
Farming	v29	TX1-700-736	1Nov85
Farming	v30	TX2-050-469	1Sep86
Farming	v30	TX2-050-461	1Nov86
Farming	v30	TX2-050-443	1Jan87
Farming	v30	TX2-061-505	1Mar87
Farming	v30	TX2-085-644	1May87
Profiles of quality	v1	TX1-637-305	8Apr85
Profiles of quality	v1	TX1-637-308	8Jul85
Profiles of quality	v1	TX1-725-582	8Oct85
Profiles of quality	v1	TX1-813-172	13Jan86
Profiles of quality	v2	TX1-813-173	2Apr86
Profiles of quality	v2	TX2-057-599	26Jun86
Profiles of quality	v2	TX2-057-600	2Oct86
Profiles of quality	v2	TX2-057-608	15Jan87
Profiles of quality	v10	TX3-946-518	31Oct94
Sky high	v10	TX1-637-307	29Jul85
Sky high	v11	TX1-813-175	10Jan86
Working tires	v1	TX1-672-144	6Feb85
Working tires	v1	TX1-672-149	1May85
Working tires	v1	TX1-672-143	30Jul85
Working tires	v1	TX1-739-113	31Oct85
Working tires	v2	TX1-925-374	4Mar86
Working tires	v2	TX1-905-948	9May86
Working tires	v2	TX2-058-529	5Aug86
Working tires	v2	TX2-047-740	1Dec86
Working tires	v3	TX2-047-739	5Feb87
Working tires	v3	TX2-543-960	5Aug87
Working tires	v3	TX2-543-961	2Nov87
Working tires	v4	TX2-543-962	5Feb88
Working tires	v4	TX2-543-963	5May88
Working tires	v4	TX2-543-959	5Nov88
Working tires	v5	TX2-543-964	9Feb89
Working tires	v10	TX3-906-168	23Aug94
Working tires	v10	TX3-946-510	29Nov94
Working tires	v11	TX4-053-302	30Mar95
Working tires	v11	TX4-096-406	31May95
Equipment today	v21	TX1-961-893	8Oct86
Equipment today	v21	TX1-961-894	12Nov86
Equipment today	v21	TX2-082-110	15Dec86

Equipment today	v22	TX2-082-111	14Jan87
Equipment today	v22	TX2-082-112	9Feb87
Equipment today	v22	TX2-075-804	23Feb87
Equipment today	v22	TX2-082-113	20Mar87
Equipment today	v22	TX2-197-107	16Apr87
Equipment today	v22	TX2-197-110	14May87
Equipment today	v22	TX2-197-104	12Jun87
Equipment today	v22	TX2-197-109	13Jul87
Equipment today	v22	TX2-197-108	3Aug87
Equipment today	v22	TX2-197-105	1Sep87
Equipment today	v22	TX2-197-106	2Oct87
Equipment today	v22	TX2-303-136	4Nov87
Equipment today	v22	TX2-303-166	3Dec87
Equipment today	v23	TX2-303-142	6Jan88
Equipment today	v23	TX2-303-141	5Feb88
Equipment today	v23	TX2-303-140	2Mar88
Equipment today	v23	TX2-303-137	21Mar88
Equipment today	v23	TX2-303-148	6Apr88
Equipment today	v23	TX2-303-139	4May88
Equipment today	v23	TX2-428-823	10Jun88
Equipment today	v23	TX2-428-821	8Jul88
Equipment today	v23	TX2-428-822	4Aug88
Equipment today	v23	TX2-428-820	1Sep88
Equipment today	v23	TX2-428-834	6Oct88
Equipment today	v23	TX2-644-856	4Nov88
Equipment today	v23	TX2-644-850	7Dec88
Equipment today	v24	TX2-644-851	10Jan89
Equipment today	v24	TX2-644-852	7Feb89
Equipment today	v24	TX2-644-853	16Mar89
Equipment today	v24	TX2-644-857	31Mar89
Equipment today	v24	TX2-644-855	7Apr89
Equipment today	v24	TX2-644-854	8May89
Equipment today	v24	TX2-644-858	6Jun89
Equipment today	v24	TX2-644-860	11Jul89
Equipment today	v24	TX2-644-859	4Aug89
Equipment today	v24	TX2-841-890	7Sep89
Equipment today	v24	TX2-841-885	5Oct89
Equipment today	v24	TX2-841-886	10Nov89
Equipment today	v24	TX2-841-887	7Dec89
Equipment today	v25	TX2-841-888	10Jan90
Equipment today	v25	TX2-841-889	7Feb90
Equipment today	v25	TX2-841-883	8Mar90
Equipment today	v25	TX2-841-884	30Mar90
Equipment today	v25	TX2-841-879	5Apr90
Equipment today	v25	TX2-841-880	4May90
Equipment today	v25	TX2-964-435	7Jun90
Equipment today	v25	TX2-964-433	10Jul90
Equipment today	v25	TX2-964-434	3Aug90
Equipment today	v25	TX2-963-268	4Sep90
Equipment today	v25	TX2-963-267	2Oct90
Equipment today	v25	TX2-963-266	6Nov90
Equipment today	v25	TX3-244-340	7Jan91

Equipment today	v26	TX3-244-257	6Feb91
Equipment today	v26	TX3-244-258	11Mar91
Equipment today	v26	TX3-244-341	28Mar91
Equipment today	v26	TX3-244-259	8Apr91
Equipment today	v26	TX3-244-307	6May91
Equipment today	v26	TX3-244-308	7Jun91
Equipment today	v26	TX3-244-309	8Jul91
Equipment today	v26	TX3-244-338	7Aug91
Equipment today	v26	TX3-244-339	5Sep91
Equipment today	v26	TX3-244-256	4Oct.91
Equipment today	v26	TX3-420-610	6Nov91
Equipment today	v26	TX3-420-611	5Dec91
Equipment today	v26	TX3-420-612	6Jan92
Equipment today	v26	TX3-420-606	7Feb92
Equipment today	v27	TX3-420-607	6Mar92
Equipment today	v27	TX3-429-900	31Mar92
Equipment today	v27	TX3-420-608	6Apr92
Equipment today	v27	TX3-420-609	8May92
Equipment today	v27	TX3-429-895	5Jun92
Equipment today	v27	TX3-429-896	8Jul92
Equipment today	v27	TX3-429-897	7Aug92
Equipment today	v27	TX3-429-898	9Sep92
Equipment today	v27	TX3-429-899	8Oct92
Equipment today	v27	TX3-784-646	11Nov92
Equipment today	v27	TX3-787-647	11Dec92
Equipment today	v27	TX3-784-642	14Jan93
Equipment today	v28(called 27)	TX3-784-637	18Feb93
Equipment today	v28	TX3-784-636	12Mar93
Equipment today	v28	TX3-784-645	30Mar93
Equipment today	v28	TX3-784-644	15Apr93
Equipment today	v28	TX3-784-643	11May93
Equipment today	v28	TX3-784-639	15Jun93
Equipment today	v28	TX3-784-641	21Jul93
Equipment today	v28	TX3-784-640	18Aug93
Equipment today	v28	TX3-784-649	16Sep93
Equipment today	v28	TX3-784-648	11Oct93
Equipment today	v28	TX3-784-638	10Nov93
Equipment today	v28	TX3-784-628	16Dec93
Equipment today	v28	TX3-784-616	14Jan94
Equipment today	v29	TX3-784-630	17Feb94
Equipment today	v29	TX3-784-631	11Mar94
Equipment today	v29	TX3-803-618	30Mar94
Equipment today	v29	TX3-803-618	13Apr94
Equipment today	v29	TX3-803-618	9May94
Equipment today	v29	TX3-863-771	13Jun94
Equipment today	v29	TX3-863-771	17Jul94
Equipment today	v29	TX3-863-771	16Aug94
Equipment today	v29	TX3-912-157	14Sep94
Equipment today	v29	TX3-650-890	12Dec94
Equipment today	v30	TX3-694-865	6Mar95

Equipment today	v30	TX3-694-865	10Mar95
Equipment today	v30	TX3-694-865	7Apr95
Equipment today	v29	TX3-946-747	19Oct94
Equipment today	v29	TX3-946-747	9Nov94
Equipment today	v29	TX3-950-705	20Jan95
Equipment today	v30	TX3-950-705	8Feb95
Equipment today	v30	TX4-066-326	10May95
Equipment today	v30	TX4-066-326	6Jun95
Equipment today	v30	TX4-066-326	11Jul95
Equipment today	v30	TX4-099-197	11Aug95
Equipment today	v30	TX4-099-197	11Sep95
Wingfoot profiles	v1	TX2-057-603	1Oct86
Wingfoot profiles	v1	TX2-057-602	28Dec86
Wingfoot profiles	v1	TX2-057-601	23Mar87
Wingfoot profiles	v9	TX3-997-505	26Sep94
Wingfoot profiles	v9	TX3-999-711	14Dec94
Wingfoot profiles	v10	TX4-053-303	13Mar95
F B O	v1	TX2-160-474	21Nov86
F B O	v1	TX2-160-472	21Jan87
F B O	v1	TX2-160-473	13Mar87
F B O	v1	TX2-160-475	12May87
F B O	v1	TX2-160-471	21Jul87
F B O	v1	TX2-253-764	16Sep87
F B O	v2	TX2-253-763	23Nov87
F B O	v2	TX2-253-762	22Jan88
O E M	v4	TX2-160-483	12Jan87
O E M	v5	TX2-160-464	10Apr87
O E M	v5	TX2-160-465	6Jul87
O E M	v6	TX2-347-644	15Feb88
O E M	v6	TX2-521-575	15Jun88
O E M	v6	TX2-521-576	17Aug88
O E M	v6	TX2-521-574	7Oct88
O E M	v7	TX2-554-687	17Dec88
O E M	v7	TX2-567-188	21Feb89
O E M	v7	TX2-569-568	20Apr89
O E M	v7	TX2-569-567	11May89
O E M	v5	TX2-678-664	10Sep87
O E M	v6	TX2-678-670	15Apr88
O E M	v7	TX2-678-669	22Jun89
O E M	v7	TX2-678-666	31Aug89
O E M	v7	TX2-678-381	30Sep89
O E M	v7	TX2-678-673	31Oct89

OEM	v8	TX2-740-625	28Dec89
OEM	v8	TX2-832-936	23Feb90
OEM	v8	TX2-832-835	23Apr90
OEM	v8	TX2-832-834	21May90
OEM	v8	TX3-065-165	28Jun90
OEM	v8	TX3-065-166	29Aug90
OEM	v8	TX3-064-491	28Sep90
OEM	v8	TX3-065-164	3Oct90
OEM	v9	TX3-065-172	3Jan91
OEM	v9	TX3-065-150	19Feb91
OEM	v9	TX3-064-489	25Mar91
OEM	v9	TX3-065-151	24Apr91
OEM	v9	TX3-168-847	26Jun91
OEM	v9	TX3-168-848	23Aug91
OEM	v9	TX3-168-661	24Sep91
OEM	v9	TX3-276-353	28Oct91
OEM	v10	TX3-276-354	3Jan92
OEM	v10	TX3-276-347	25Feb92
OEM	v10	TX3-349-420	24Mar92
OEM	v10	TX3-344-300	17Apr92
OEM	v10	TX3-349-418	24Jun92
OEM	v10	TX3-442-202	28Aug92
OEM	v10	TX3-442-246	23Sep92
OEM	v10	TX3-442-196	29Oct92
OEM	v11	TX3-622-532	19Mar93
OEM	v11	TX3-622-532	19Apr93
OEM	v11	TX3-721-871	21Dec92
OEM	v11	TX3-721-871	17Feb93
OEM	v11	TX3-754-451	25Aug93
OEM	v11	TX3-754-451	27Sep93
OEM	v11	TX3-754-451	29Oct93
OEM	v12	TX3-910-724	29Dec93
OEM	v12	TX3-910-723	23Feb94
OEM	v12	TX3-915-742	28Mar94
OEM	v12	TX3-915-742	22Apr94
OEM	v12	TX3-915-703	21Jun94
OEM	v12	TX3-915-703	31Aug94
OEM	v12	TX3-936-824	27Sep94
OEM	v13	TX3-695-098	20Feb95
OEM	v13	TX3-695-098	23Mar95
OEM	v13	TX3-392-756	26Apr95
OEM	v12	TX3-965-939	7Nov94
OEM	v13	TX3-966-118	1Jan95
OEM	v13	TX4-095-174	22Jun95
OEM	v13	TX4-095-174	31Aug95
Rental	v10	TX2-740-626	8Dec88

Rental	v11	TX2-740-627	28Dec88
Rental	v11	TX2-745-678	1Feb89
Rental	v11	TX2-745-687	1Mar89
Rental	v11	TX2-745-686	3Apr89
Rental	v11	TX2-745-685	1May89
Rental	v11	TX2-745-684	13Jun89
Rental	v11	TX2-745-683	2Jul89
Rental	v11	TX2-745-682	7Aug89
Rental	v11	TX2-743-062	12Sep89
Rental	v11	TX2-745-681	11Oct89
Rental	v11	TX2-745-680	10Nov89
Rental	v12	TX3-155-298	28Dec89
Rental	v12	TX3-155-299	1Feb90
Rental	v12	TX3-155-300	1Mar90
Rental	v12	TX3-155-297	3Apr90
Rental	v12	TX3-155-295	1May90
Rental	v12	TX3-155-296	1Jun90
Rental	v12	TX3-155-292	2Jul90
Rental	v12	TX3-155-293	7Aug90
Rental	v12	TX3-155-290	12Sep90
Rental	v12	TX3-155-294	10Oct90
Rental	v12	TX3-155-291	10Nov90
Rental	v13	TX3-155-306	27Dec90
Rental	v13	TX3-155-307	2Feb91
Rental	v13	TX3-155-308	4Mar91
Rental	v13	TX3-155-301	5Apr91
Rental	v13	TX3-155-302	1May91
Rental	v13	TX3-155-303	2Jun91
Rental	v13	TX3-155-304	8Jul91
Rental	v13	TX3-155-305	13Aug91
Wood digest	v20	TX2-732-958	1Aug89
Wood digest	v20	TX2-732-957	1Sep89
Wood digest	v20	TX2-732-959	1Oct89
Wood digest	v20	TX2-732-960	1Nov89
Wood digest	v20	TX2-732-961	1Dec89
Wood digest	v20	TX2-849-443	1Jan90
Wood digest	v20	TX2-908-599	1Feb90
Wood digest	v20	TX2-908-608	1Mar90
Wood digest	v21	TX2-908-598	1Apr90
Wood digest	v21	TX2-908-597	1May90
Wood digest	v21	TX2-908-596	1Jun90
Wood digest	v21	TX2-945-363	1Jul90
Wood digest	v21	TX3-048-476	1Aug90
Wood digest	v21	TX3-048-477	1Sep90
Wood digest	v21	TX3-048-478	1Oct90
Wood digest	v21	TX3-048-474	1Nov90
Wood digest	v21	TX3-048-479	3Dec90
Wood digest	v21	TX3-056-629	1Jan91
Wood digest	v21	TX3-048-475	1Feb91
Wood digest	v21	TX3-048-515	1Apr91
Wood digest	v21	TX3-078-789	1Mar91

Wood digest	v22	TX3-308-317	16Jan92
Wood digest	v22	TX3-329-063	1May91
Wood digest	v22	TX3-329-059	1Jun91
Wood digest	v22	TX3-329-061	1Jul91
Wood digest	v22	TX3-329-060	1Aug91
Wood digest	v22	TX3-329-062	1Sep91
Wood digest	v22	TX3-329-058	2Oct91
Wood digest	v22	TX3-329-055	1Nov91
Wood digest	v22	TX3-329-065	1Dec91
Wood digest	v22	TX3-329-056	1Feb92
Wood digest	v22	TX3-329-064	1Mar92
Wood digest	v22	TX3-329-057	
Wood digest	v23	TX3-468-255	10May92
Wood digest	v23	TX3-520-088	1Jun92
Wood digest	v23	TX3-478-096	1Jul92
Wood digest	v23	TX3-460-141	1Aug92
Wood digest	v23	TX3-460-140	1Sep92
Wood digest	v23	TX3-460-139	1Oct92
Wood digest	v23	TX3-460-143	1Nov92
Wood digest	v23	TX3-460-142	1Dec92
Wood digest	v23	TX3-460-899	7Jan93
Beef bulletin		TX2-876-603	10May90
Dairy performance report		TX2-876-601	10May90
Dairy performance report		TX3-907-682	25Aug94
Dairy performance report		TX3-946-522	30Nov94
Dairy performance report		TX4-013-594	20Jan95
Dairy performance report		TX4-096-345	8Jun95
Hog performance report		TX2-876-602	10May90
Horse nutrition and management		TX2-876-604	10May90
Today's distributor	v1	TX2-884-781	1May88
Today's distributor	v1	TX2-884-782	1Jul88
Today's distributor	v1	TX2-884-783	1Sep88
Today's distributor	v1	TX2-884-778	1Nov88
Today's distributor	v1	TX2-884-779	1Jan89
Today's distributor	v1	TX2-884-780	1Mar89
Today's distributor	v2	TX2-884-790	1May89
Today's distributor	v2	TX2-884-786	1Jul89
Today's distributor	v2	TX2-884-787	1Sep89
Today's distributor	v2	TX2-884-788	1Nov89
Today's distributor	v2	TX2-884-789	1Jan90
Today's distributor	v2	TX2-884-791	1Mar90
Today's distributor	v2	TX2-884-784	1May90
Today's distributor	v2	TX2-884-785	1Jul90
Today's distributor	v3	TX2-884-792	1Sep90
Today's distributor	v3	TX3-205-032	1Nov90
Today's distributor	v3	TX3-205-031	1Jan91
Today's distributor	v3	TX3-205-030	1Mar91

Today's distributor	v4	TX3-205-029	1May91
Today's distributor	v4	TX3-205-028	1Jul91
Today's distributor	v4	TX3-205-027	1Sep91
Today's distributor	v4	TX3-205-026	1Nov91
Today's distributor	v4	TX3-773-462	30Dec91
Today's distributor	v4	TX3-740-300	24Feb92
Today's distributor	v4	TX3-754-538	29May92
Today's distributor	v5	TX3-740-300	27Apr92
Today's distributor	v5	TX3-754-538	24Jun92
Today's distributor	v5	TX3-754-538	18Aug92
Today's distributor	v5	TX3-740-302	30Oct92
Today's distributor	v5	TX3-740-302	31Dec92
Today's distributor	v5	TX3-740-301	26Feb93
Today's distributor	v6	TX3-740-301	30Apr93
Today's distributor	v6	TX3-740-299	27May93
Today's distributor	v6	TX3-740-299	28Jun93
Today's distributor	v6	TX3-740-298	31Aug93
Today's distributor	v6	TX3-740-298	22Oct93
Today's distributor	v6	TX3-740-305	17Jan94
Today's distributor	v6	TX3-740-305	28Feb94
Today's distributor	v7	TX3-803-622	29Apr94
Today's distributor	v7	TX3-803-622	31May94
Today's distributor	v7	TX3-863-874	29Jun94
Today's distributor	v7	TX3-863-874	29Aug94
Today's distributor	v7	TX3-949-117	31Oct94
Today's distributor	v7	TX3-950-608	12Jan95
Today's distributor	v7	TX3-950-608	28Feb95
Today's distributor	v8	TX4-111-992	28Apr95
Today's distributor	v8	TX4-111-992	25May95
Today's distributor	v8	TX4-099-319	28Jun95
Today's distributor	v8	TX4-099-319	31Aug95
Feed & grain	v30	TX3-065-168	1Feb91
Feed & grain	v30	TX3-065-159	8Mar91
Feed & grain	v30	TX3-179-349	6May91
Feed & grain	v30	TX3-179-348	3Jun91
Feed & grain	v30	TX3-179-350	5Aug91
Feed & grain	v30	TX3-276-349	25Oct91
Feed & grain	v30	TX3-258-863	22Nov91
Feed & grain	v31	TX3-276-348	2Jan92
Feed & grain	v31	TX3-276-350	14Feb92
Feed & grain	v31	TX3-344-446	10Apr92
Feed & grain	v31	TX3-349-417	8Jun92
Feed & grain	v31	TX3-442-197	10Aug92
Feed & grain	v31	TX3-442-198	2Oct92
Feed & grain	v31	TX3-622-534	20Nov92
Feed & grain	v32	TX3-622-534	21Dec92
Feed & grain	v32	TX3-622-529	11Feb93
Feed & grain	v32	TX3-622-529	5Apr93
Feed & grain	v32	TX3-740-315	19Jul93

Feed & grain	v32	TX3-740-315	10Aug93
Feed & grain	v32	TX3-740-314	15Oct93
Feed & grain	v32	TX3-740-314	22Nov93
Feed & grain	v33	TX3-803-620	4Apr94
Feed & grain	v33	TX3-803-620	1Jun94
Feed & grain	v33	TX3-912-151	1Aug94
Feed & grain	v34	TX3-988-412	29Dec94
Feed & grain	v34	TX3-995-708	9Feb95
Feed & grain	v34	TX3-973-765	6Oct94
Feed & grain	v34	TX3-973-765	30Nov94
Feed & grain	v34	TX4-094-599	6Apr95
Feed & grain	v34	TX4-063-790	7Jun95
Feed & grain	v34	TX4-106-175	8Aug95
P C A farming	v27	TX1-271-822	3Sep83
Automatic Merchandiser	v35	TX3-780-191	10Feb93
Automatic Merchandiser	v35	TX3-780-192	8Mar93
Automatic Merchandiser	v35	TX3-780-193	1Apr93
Automatic Merchandiser	v35	TX3-780-194	30Apr93
Automatic Merchandiser	v35	TX3-779-789	2Jul93
Automatic Merchandiser	v35	TX3-780-175	16Jul93
Automatic Merchandiser	v35	TX3-780-178	11Aug93
Automatic Merchandiser	v35	TX3-780-179	3Sep93
Automatic Merchandiser	v35	TX3-780-180	1Oct93
Automatic Merchandiser	v35	TX3-780-181	8Nov93
Automatic Merchandiser	v35	TX3-780-182	15Dec93
Automatic Merchandiser	v36	TX3-779-408	14Jan94
Automatic Merchandiser	v36	TX3-779-411	18Feb94
Automatic Merchandiser	v36	TX3-779-412	15Mar94
Automatic Merchandiser	v36	TX3-837-214	8Apr94
Automatic Merchandiser	v36	TX3-837-214	12May94
Automatic Merchandiser	v36	TX3-863-911	28Jun94
Automatic Merchandiser	v36	TX3-863-911	8Jul94
Automatic Merchandiser	v36	TX3-863-911	10Aug94
Automatic Merchandiser	v36	TX3-912-284	8Sep94
Automatic Merchandiser	v37	TX3-694-930	29Mar95
Automatic Merchandiser	v37	TX3-694-930	20Apr95
Automatic Merchandiser	v36	TX3-946-751	10Oct94
Automatic Merchandiser	v36	TX3-946-751	7Nov94
Automatic Merchandiser	v36	TX3-995-519	7Dec94
Automatic Merchandiser	v37	TX4-004-572	4Jan95
Automatic Merchandiser	v37	TX4-004-572	31Jan95
Automatic Merchandiser	v37	TX4-004-572	7Mar95
Automatic Merchandiser	v37	TX4-066-336	22Jun95
Automatic Merchandiser	v37	TX4-066-336	30Jun95
Aircraft Maintenance Technology	v4	TX3-751-675	17Sep93
Aircraft Maintenance Technology	v5	TX3-751-677	17Nov93
Aircraft Maintenance Technology	v5	TX3-751-676	21Jan94

Aircraft Maintenance Technology	v5	TX3-877-249	19May94
Aircraft Maintenance Technology	v5	TX3-912-149	22Jul94
Aircraft Maintenance Technology	v6	TX3-932-788	5May95
Aircraft Maintenance Technology	v5	TX3-968-879	30Sep94
Aircraft Maintenance Technology	v6	TX4-004-829	27Jan95
Aircraft Maintenance Technology	v6	TX4-004-829	20Mar95
Aircraft Maintenance Technology	v6	TX4-073-974	23Nov94
Aircraft Maintenance Technology	v6	TX4-108-987	31Jul95
Aircraft Maintenance Technology	v6	TX4-108-987	21Sep95
Aircraft technician	v3	TX3-784-635	14Jan92
Aircraft technician	v3	TX3-784-632	14Mar92
Aircraft technician	v3	TX3-784-518	21May92
Aircraft technician	v3	TX3-784-517	15Jul92
Aircraft technician	v3	TX3-784-634	18Sep92
Aircraft technician	v4	TX3-784-633	18Nov92
Aircraft technician	v4	TX3-784-513	14Jan93
Aircraft technician	v4	TX3-784-516	15Mar93
Aircraft technician	v4	TX3-784-514	27May93
Aircraft technician	v4	TX3-784-515	20Jul93
Pro	v6	TX3-784-563	25Jan94
Pro	v6	TX3-779-009	24Feb94
Pro	v6	TX3-784-564	29Mar94
Pro	v6	TX3-912-148	29Jul94
Pro	v6	TX3-912-158	23Sep94
Feed & grain	v30	TX3-276-349	25Oct91
Feed & grain	v30	TX3-258-863	22Nov91
Feed & grain	v31	TX3-276-348	2Jan92
Feed & grain	v31	TX3-276-350	14Feb92
Feed & grain	v31	TX3-344-4446	10Apr92
Feed & grain	v31	TX3-349-417	8Jun92
Feed & grain	v31	TX3-442-197	10Aug92
Feed & grain	v31	TX3-442-198	2Oct92
Feed & grain	v31	TX3-622-534	20Nov92
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Feed & grain	v32	TX3-622-529	5Apr93
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Feed & grain	v32	TX3-740-314	15Oct93
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Feed & grain	v33	TX3-803-620	1Jun94
Feed & grain	v33	TX3-912-151	1Aug94
Feed & grain	v34	TX3-988-412	29Dec94
Feed & grain	v34	TX3-995-708	9Feb95

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PAVEMENT MAINTENANCE ISSN No. 1085-8520

January 1996, March/April 1996, May 1996, June/July 1996

PAVEMENT MAINTENANCE & RECONSTRUCTION ISSN No. 1085-8520

August/September 1996, October/November 1996

PAVEMENT MAINTENANCE & RECONSTRUCTION ISSN NO. 1091-0158

December 1996

WOOD DIGEST ISSN NO. 1045-7348

**March 1996, April 1996, May 1996, June 1996, July 1996, August 1996, September 1996,
October 1996, November 1996, December 1996**

SNACK PROFESSIONAL ISSN NO. 1090-395X

September/October 1996, November/December 1996

COPYRIGHTS

DARL-TRENDS

Summer 1996, Fall 1996, Winter 1997

JT CASE-FARM FORUM

Spring 1995, Summer 1995, Fall 1995, Winter 1995

Spring 1996, Summer 1996, Fall 1996, Winter 1997

GENSET POWER REPORT

September 1994, December 1994

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ON YOUR OWN

Volume 8, Number 4 - 10/94

Volume 9, Number 1 - 1/95, Volume 9, Number 2 -Spring 1995, Volume 9, Number 3 - Summer 1995,

Volume 9, Number 4-Fall 1995

Volume 10, Number 1-1996, Volume 10, Number 2-1996, Volume 10, Number 3-1996

PRODUCT FOCUS

Spring 1995

Spring 1996

POWER SYSTEMS REPORT

Winter 1994

Spring 1995, Summer 1995, Winter 1995

Spring 1996

PRO LOGGER

Volume 6, Number 2-1994, Volume 6, Number 3-1994

Volume 7, Number 1-1995, Volume 7, Number 2-1995, Volume 7, Number 4-1995

Volume 8, Number 2-1996, Volume 8, Number 3-1996, Volume 8, Number 4-1996

TRUCK POWER

Volume 5, Number 3-1994, Volume 5, Number 4-1994

Volume 6, Number 1-1995, Volume 6, Number 2-1995, Volume 6, Number 3-1995, Volume 6, Number 4-1995

Volume 7, Number 1-1996, Volume 7, Number 2-1996, Volume 7, Number 3-1996, Volume 7, Number 4-1996

COMMERCIAL TIRE MANAGEMENT

Spring 1996, Summer 1996, Fall 1996, Winter 1996

MACHINING TODAY

Volume 2, Number 3- 1994, 10th Anniversary Issue-1994

Volume 3, Number 1-1995, Volume 3, Number 2-1995, Volume 3, Number 3-1995, Volume 3, Number 4-1995

Machining Center Issue-1996, Volume 4, Number 1-1996, Volume 4, Number 2-1996, Volume 4, Number 3-1996, Volume 4, Number 4-1996

PET TEAM

Summer 1996, Fall 1996

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Fall 1994, Winter 1994

**Spring 1995, Summer 1995, Fall 1995,
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PRO PAINTING CONTRACTOR

Fall 1994

Spring 1995, Summer 1995, Fall 1995

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DAIRY PERFORMANCE REPORT

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Fall 1994, Winter 1994

Spring 1995, Summer 1995, Fall 1995

WORKING TIRES

Summer 1994, Fall 1994

Spring 1995, Summer 1995, Fall 1995,

Spring 1996, Summer 1996, Fall 1996

COPYRIGHT REGISTRATIONS

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May/June 1994, July/August 1994, September/October 1994, November/December 1994
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FARM EQUIPMENT CATALOG ISSN NO. 1041-9640

January 1996
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January 1998

FEED & GRAIN ISSN NO. 1055-3223

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OEM OFF-HIGHWAY ISSN NO. 1048-3039

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RENTAL PRODUCT NEWS ISSN NO. 1067-0904

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YARD & GARDEN ISSN NO 0896-6834

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PRO ISSN NO. 1041-5610

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TODAY'S DISTRIBUTOR ISSN NO. 0898-5561

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AIRCRAFT MAINTENANCE TECHNOLOGY ISSN NO. 1072-3145

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AIRPORT BUSINESS ISSN No. 1072-1797

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AUTOMATIC MERCHANDISER ISSN No. 1061-1797

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LAMINATING DESIGN & TECHNOLOGY

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January/February 1997, March/April 1998, May/June 1998, July/August 1998

PAVEMENT MAINTENANCE ISSN No. 1091-0158

October 1995, November/December 1995

PAVEMENT MAINTENANCE ISSN No. 1085-8520

January 1996, March/April 1996, May 1996, June/July 1996

PAVEMENT MAINTENANCE & RECONSTRUCTION ISSN No. 1085-8520

August/September 1996, October/November 1996

PAVEMENT MAINTENANCE & RECONSTRUCTION ISSN NO. 1091-0158

December 1996

January 1997, February 1997, March/April 1997, May 1997, June/July 1997, August/September 1997 December 1997

January 1998, February 1998, March/April 1998, May 1998, June/July 1998, August/September 1998

WOOD DIGEST ISSN NO. 1045-7348

March 1996, April 1996, May 1996, June 1996, July 1996, August 1996, September 1996,

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January 1998, February 1998, March 1998, April 1998, May 1998, June 1998, July 1998, August 1998, September 1998

SNACK PROFESSIONAL ISSN NO. 1090-395X

September/October 1996, November/December 1996

January/February 1997, March/April 1997, May/June 1997, July/August 1997

SNACK WORLD ISSN NO 0896-1670

October 1997, November 1997

December 1997, January 1998, February 1998, March 1998, April 1998, May 1998, June 1998, July/August 1998

CONSTRUCTION DISTRIBUTION ISSN NO 1521-8171

August/September 1998

LAW ENFORCEMENT PRODUCT NEWS ISSN NO 1060-5126

September/October 1998

LAW ENFORCEMENT TECHNOLOGY ISSN NO 0747-3680

April 1998, May 1998, June 1998, July 1998, August 1998, September 1998

MASS TRANSIT ISSN NO 0364-3484

September/October 1997, November/December 1997

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PUBLIC SAFETY PRODUCT NEWS ISSN NO 1085-8822

August/September 1998

QUALIFIED REMODELER ISSN NO 0098-9207

May 1998, June 1998, July 1998, August 1998, September 1998

SCHEDULE III

LICENSES

I. Patent Licenses

A. Borrower

None.

B. Guarantors

None.

II. Trademark Licenses

A. Borrower

None.

B. Guarantors

None.

III. Copyright Licenses

A. Borrower

None.

B. Guarantors

None.

IV. Other Licenses

A. Borrower

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B. CP

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C. JHP

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4. License to JHP for use of multiview financial software.
5. Visanet for credit card transactions.
6. Best Fast Track for Fixed Asset Software.

SCHEDULE IV

PATENTS

A. Borrower

None.

B. Guarantors

None.

SCHEDULE V
TRADEMARKS

A. Borrower

None, other than the corporate name "CYGNUS PUBLISHING HOLDINGS, INC."

B. Guarantors

With respect to CP, the corporate name "CYGNUS PUBLISHING, INC." and with respect to JHP, the corporate name "JOHNSON HILL PRESS, INC."

In addition, please see attachment.

ATTACHMENT TO SCHEDULE V

Trade Names & Unregistered Trademarks

All trade names, trademarks and service marks used on or in connection with magazines published by Cygnus Publishing, Inc. and Johnson Hill Press, Inc. The following is a list of these magazines:

Registered Trademarks

<u>Mark</u>	<u>Issue Date</u>	<u>Registration No.</u>
HEALTH FOODS BUSINESS	10/01/96	2,003,889
MODERN JEWELER	08/20/85	1,355,332
PHOTO BUSINESS	07/05/94	1,842,930
PHOTO BUSINESS	11/03/87	1,464,081
SOAP COSMETICS CHEMICAL SPECIALITIES	11/19/96	2,016,913
PHOTO TRADE NEWS	10/08/96	2,005,619
ARMY/NAVY STORE & OUTDOOR MERCHANDISER	10/31/95	1,930,936
ESTAR	09/19/95	1,920,351
COMMERCIAL RENOVATION	05/23/95	1,895,063
ANSOM	05/09/95	1,893,122
AIRPORT BUSINESS	11/24/94	1,864,435
QUALIFIED REMODELER	10/24/94	1,859,693
QUICK PRINTING	12/05/89	1,569,633
SOUTHERN GRAPHICS	09/26/89	1,557,985
MODERN PAINT & COATINGS	07/22/86	1,402,131
AIRCRAFT MAINTENANCE TECHNOLOGY	11/28/95	1,939,048
MODERN PAINT and COATINGS	10/20/81	1,174,152
FIREHOUSE	12/29/92	1,743,108
AVC PRESENTATION	10/20/92	1,725,643
DEVELOPMENT & DELIVERY AV-VIDEO-COMPUTER		
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	11/03/92	1,729,232
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WOOD DIGEST	08/27/91	1,655,145
AMERICAN INK MAKER	06/26/90	1,603,716
PTN	04/04/89	1,533,063
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
SOAP/COSMETICS/CHEMICAL SPECIALITIES	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
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
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PRO	01/22/91	1,632,347
RENTAL PRODUCT NEWS	07/05/94	1,843,947
FBO GENERAL AVIATION'S SOURCE FOR MANAGEMENT. MARKETING. MERCHADISING NEWS (Stylized Letters)	05/10/88	1,487,527

MODERN REPROGRAPHICS	09/24/96	2,003,291
RV TRADE DIGEST	08/28/90	1,611,192
AIRPORT SERVICES MANAGEMENT	12/09/80	1,142,516
QUALIFIED REMODELER INCLUDING RESOURCE DIGEST (Stylized Letters)	11/21/94	1,863,705
WOMAN SPEEDSKATER	03/19/96	1,962,599
PRINT ON DEMAND BUSINESS	11/12/96	2,016,573

Renewed Trademarks

SOAP COSMETICS CHEMICAL SPECIALITIES	11/14/72	947,445
PRINTING NEWS	08/28/56	633,671
PI A LA MODE	06/30/50	544,627
BUILDING SERVICES CONTRACTOR	11/05/68	859,723

Pending Applications to Register

<u>Trademarks</u>	<u>Filing Date</u>	<u>Serial No.</u>
Wallcoverings, Windows & Interior Fashion & Design	11/13/95	75/020,508
Public Safety Product News	03/17/97	75/258,201
RENTAL TRENDS	09/25/96	75/171,653
PAVEMENT MAINTENANCE & RECONSTRUCTION	09/10/96	75/163,526
ROUTE DRIVER & SERVICE TECHNICIANS		
LAMINATING DESIGN & TECHNOLOGY	03/18/97	75/259,499

Construction Distributions

Foreign Trademark
OEM INDUSTRY

Benelux

530,763

State Trademark
AIRCRAFT TECHNICIAN

Wisconsin

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Snack Professional
Automatic Merchandiser
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Law Enforcement Product News
Micro Publishing News
Digital Imaging
Show Daily
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Print On Demand Solutions
The CPA Software News
Sports Truck Utility Digest