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To the Honorable Commissioner of Patents and T

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al documents or copy thereof.

1. Name of conveying party(ies):

Krause Publications, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State *Ill*
- 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:

Trademark Collateral Agreement

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

Execution Date: June 1, 1999

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

A. Trademark Application No.(s)

See Schedule A-1

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached? Yes No

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

Name: Federal Research Corp.

Internal Address:

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 3.41).....\$540⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

07/19/1999 NTHA11 00000123 1812098

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 500.00 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.

Gregory T. Pealer

Name of Person Signing

Signature

July 1, 1999

Date

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

8

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	REG. DATE
Collector's Mart	1,812,098	December 21, 1993
Comics Buyer's Guide & Design	1,325,179	March 12, 1985
Comics Retailer & Design	1,785,033	July 27, 1993
Deer & Deer Hunting	2,205,053	November 24, 1998
Numismatic News/KP, Inc.	641,564	May 29, 1956
Numismatic News	2,190,531	September 22, 1998
Old Cars	975,247	December 18, 1973
Trapper & Predator Caller & Design	1,556,794	September 19, 1989
Tuff Stuff's Fantasy Baseball Guide	2,208,589	December 8, 1998
Tuff Stuff Magazine Presents Gamer	2,153,489	April 28, 1998
Tuff Stuff's Fantasy Football Guide	2,133,193	January 27, 1998
Tuff Stuff's RPM Racing-Prices- Memorabilia	2,062,141	May 13, 1997
Tuff Stuff's Collect!	1,868,261	December 20, 1994
Tuff Stuff	1,697,612	June 30, 1992
Toy Trader	1,904,380	July 11, 1995
The Antique Trader	687,250	October 27, 1959
The Antique Trader Antiques and Collectibles Price Guide	1,744,508	January 5, 1993
The Antique Trader Price Guide to Antiques and Collectors' Items	1,745,772	January 12, 1993

The Antique Trader Weekly	1,748,434	January 26, 1993
Antique Trader's Collector Magazine & Price Guide	1,965,203	April 2, 1996

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
Sports Cards Presents...Fantasy Sports & Design	75-44,519	March 4, 1998

COMMON LAW MARKS AND TRADE NAMES

None

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

None

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

None

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None

TRADEMARK COLLATERAL AGREEMENT

This 1st day of June, 1999, Krause Publications, Inc., a Wisconsin corporation ("*Debtor*") with its principal place of business and mailing address at 700 East State Street, Iola, Wisconsin, 54990, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe, Chicago, Illinois, 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KRAUSE PUBLICATIONS, INC.

(CORPORATE SEAL)

By 
Its Executive Vice President

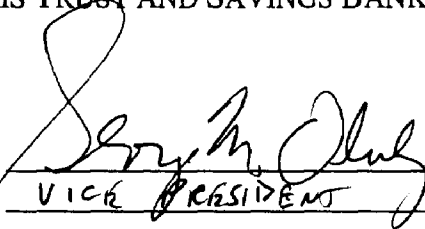
ATTEST:


Its Secretary

Roger Case
(Type or Print Name)

Giles Heuer
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By 
Its VICE PRESIDENT

GEORGE M. DEWITT
(Type or Print Name)

STATE OF WISCONSIN)
) SS
COUNTY OF WAUPACA)

I, Beverly Dallman a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roger Case, Executive Vice President of Krause Publications, Inc., a Wisconsin corporation, and Giles Heuer, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Roger Case and Giles Heuer Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said Giles Heuer Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of June, 1999.

(NOTARIAL SEAL)

Beverly Dallman
Notary Public

Beverly Dallman

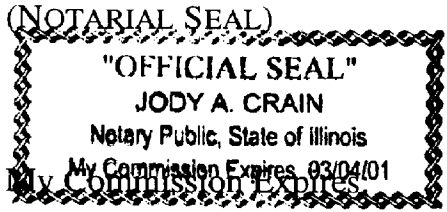
My Commission Expires: 1/13/2002

(Type or Print Name)

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Jody A. Crain, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Duhya, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of June, 1999.



03/04/01

[Signature]
Notary Public

Jody A. Crain
(Type or Print Name)