

07-22-1999



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RECORDATION FORM

TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year
07161999

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

07161999

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☒ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

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

07/21/1999 TT011 00000085 2241994

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 175.00 OP

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

TRADEMARK
REEL: 001932 FRAME: 0562

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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

☐ Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

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

<input type="text" value="2241994"/>	<input type="text" value="1926775"/>	<input type="text" value="1954295"/>
<input type="text" value="1914369"/>	<input type="text" value="1973076"/>	<input type="text" value="1999461"/>
<input type="text" value="2042719"/>	<input type="text" value="1985495"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

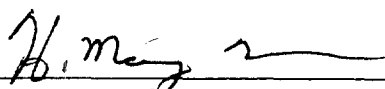
Yes ☐

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

H. Manning Unger



7/16/99

Name of Person Signing

Signature

Date Signed

Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

- | | | |
|----|--|--|
| 1. | Million Dollar "Strike It Rich" Sweepstakes
- Federal Service Mark | Registration No. 2,241,994
Dated April 27, 1999 |
| 2. | "National List Exchange"
- Federal Service Mark | Registration No. 1,914,369
Dated August 22, 1995 |
| 3. | "National Magazine Exchange"
- Federal Service Mark | Registration No. 2,042,719
Dated March 11, 1997 |
| 4. | "National Publishers Exchange"
- Federal Service Mark | Registration No. 1,926,775
Dated October 10, 1995 |
| 5. | "NPE"
- Federal Service Mark | Registration No. 1,973,076
Dated May 7, 1996 |
| 6. | Miscellaneous design of eagle emerging
from book - Federal Service Mark | Registration No. 1,985,495
Dated July 9, 1996 |
| 7. | "Special Data Processing, Inc." and design
- Federal Service Mark | Registration No. 1,954,295
Dated February 6, 1996 |
| 8. | "NME"
- Federal Service Mark | Registration No. 1,999,461
Dated September 10, 1996 |

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

1714894.02
LIB:

TRADEMARK SECURITY AGREEMENT

WHEREAS, SPECIAL DATA PROCESSING CORPORATION, a corporation organized under the laws of Florida ("Grantor"), owns the Trademarks and the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to a Credit Agreement (as amended, restated and otherwise modified, the "Credit Agreement") of even date herewith among the Grantor, such Lenders party thereto (collectively, the "Lenders") and First Union National Bank, as administrative agent for the ratable benefit of itself and the Lenders (the "Administrative Agent"), the Lenders have agreed to extend certain Loans according to the terms and conditions more particularly described in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement of even date herewith (as said Agreement may be amended, restated or otherwise modified from time to time, the "Guaranty and Collateral Agreement;" all capitalized terms defined in the Credit Agreement or the Guaranty and Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Guaranty and Collateral Agreement), between the Grantor, USApubs.com, Inc. and the Administrative Agent, the Grantor has granted to the Administrative Agent for the ratable benefit of itself and the Lenders a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Secured Obligations;

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

(1) each Trademark, including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

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

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto and the trademarks licensed

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LIB:

under any Trademark License, or (b) injury to the goodwill associated with any Trademark or trademark licensed under any Trademark License.

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

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 16th day of July, 1999.

SPECIAL DATA PROCESSING CORPORATION

By:

Name:

Title:

David W. Anderson

David W. Anderson

President

Agreed and Accepted as of the
16th day of July, 1999.

FIRST UNION NATIONAL BANK,
as Administrative Agent

By:

Name:

Title:

DOUGLAS E. BLACKMAN

VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF _____

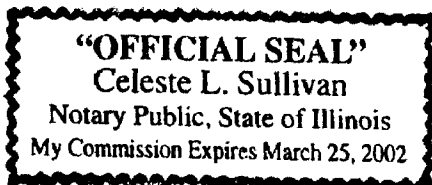
I, Celeste L. Sullivan, a Notary Public for said County and State, do hereby certify that David W Anderson personally appeared before me this day and stated that ~~(s)~~he is President of Special Data Processing Corporation and acknowledged, on behalf of Special Data Processing Corporation the due execution of the foregoing instrument.

Witness my hand and official seal, this 16th day of July, 1999.

Celeste L. Sullivan
Notary Public

My commission expires:

3/25/02



[Trademark Security Agreement]