

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, a Delaware limited liability company (the "Grantor"), is obligated to THE BANK OF NEW YORK, as Administrative Agent (the "Secured Party"), and has entered into a Security Agreement, dated as of March 19, 1998 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

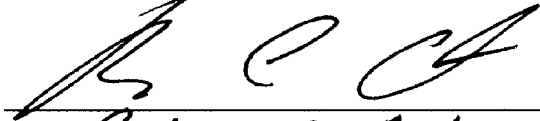
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Upon the cash payment in full of all its Obligations (as defined in the Security Agreement), the Secured Party will take whatever actions are necessary at the Grantor's expense to release or reconvey to the Grantor all right, title and interest of the Grantor in and to the Collateral.

The Administrative Agent's address is: One Wall Street, New York, New York 10286.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 21st day of July, 1999.

JOBSON PUBLISHING L.L.C.

By: 
Name: ROBERT C. AMATO
Title: SR VP - CFO

STATE OF VERMONT)
)
) ss.:
COUNTY OF WINDSOR)

On this 29 day of July, 1999, before me personally came ROGER AMATO to me known, who, being by me duly sworn, did depose and say that he resides at WOODSTOCK, that he is the CFO of JOBSON PUBLISHING L.L.C., the limited liability company described in and which executed the above instrument, and that he signed his name thereto by order of the members thereof.

Ryan L. Tremblay
Notary Public
[Notary's Stamp]

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of July 29, 1999

Trademark Registration No.:

Name:

2149871

Rays

S-1855418

Review of Ophthalmology

1685285

Review of Optometry