

11-15-1999



101200217

MRD
11-10-99

RECORDATION FORM COVER SHEET
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

Conveying Party

Mark if additional names of conveying parties attached

Name CITIZENS BANK OF MASSACHUSETTS Execution Date 11-4-99
Month Day Year

Formerly STATE STREET BANK AND TRUST COMPANY

- Individual General Partnership Limited Partnership Corporation Association
- Other Massachusetts Savings Bank
- Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name CITIZENS BANK OF MASSACHUSETTS, AS AGENT

DBA/AKA/TA _____

Composed of _____

Address (line 1) 28 STATE STREET

Address (line 2) ATTN: PUBLISHING

Address (line 3) BOSTON City MA State/Country 02109 Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other Massachusetts Savings Bank
- 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.)

11/12/1999 JSNABAZZ 00000149 1305863
01 FC:481 40.00 OP
02 FC:482 50.00 OP

FOR OFFICE USE ONLY

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 DEBRA M. FEINS ESQ

Address (line 1) OF COUNSEL, SCOTCH + ZALINSKY

Address (line 2) 23 BALLOWAY LANE

Address (line 3) BEDFORD NH 03110-5718

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 5

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)

1,305,863 1,305,865 2,157,017

Number of Properties Enter the total number of properties involved. # 3

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 90.00 E

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.

DEBRA M FEINS

Debra M. Feins

11/9/99

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF

NOTICE OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF NOTICE OF SECURITY INTEREST IN TRADEMARKS (as may be amended, supplemented and otherwise modified from time to time, "Assignment") is made effective as of November 4, 1999, by and between **CITIZENS BANK OF MASSACHUSETTS**, a Massachusetts savings bank (as successor in interest to State Street Bank and Trust Company, a Massachusetts trust company, and including any additional successor, assignee or transferee thereof, "**Citizens**") and **CITIZENS BANK OF MASSACHUSETTS**, a Massachusetts savings bank, as agent (including any successor, participant, assignee or transferee thereof, the "**Agent**") for the lenders who are or may hereafter become a party to the Loan Agreement referred to below (the "**Lenders**").

RECITALS

WHEREAS, Sabot Publishing, Inc., a Virginia corporation ("**Sabot**") and its original subsidiaries (the "**Original Grantors**") are parties to a Revolving Credit Agreement dated as of April 30, 1999 with Citizens (the "**Original Loan Agreement**"), pursuant to which Citizens and the Original Grantors entered into a Conditional Assignment of Trademarks dated April 30, 1999 ("**Original IP Security Agreement**"); and

WHEREAS, pursuant to the Original IP Security Agreement, the Original Grantors have granted to Citizens a continuing security interest in all of their then or thereafter acquired trademarks and trademark applications (as more particularly described in the Original IP Security Agreement, and hereinafter, the "**Trademarks**"); and

WHEREAS, pursuant to the Original IP Security Agreement, Southwest Art, Inc., a Delaware corporation (one of the Original Grantors) and Citizens recorded a Notice of Security Interest in Trademarks dated April 30, 1999 with the United States Patent and Trademark Office (the "**PTO**") on May 14, 1999 at Reel 001898 Frame 0107 with respect to its Trademarks listed on Exhibit A annexed hereto; and

WHEREAS, pursuant to the Original IP Security Agreement, Black Belt Communications, Inc., a Virginia corporation (one of the Original Grantors) and Citizens recorded a Notice of Security Interest in Trademarks dated June 16, 1999 with the PTO on June 28, 1999 at Reel 001921 Frame 0100 with respect to its Trademarks listed on said Exhibit A annexed hereto; and

WHEREAS, concurrently herewith, Sabot and all of its subsidiaries (the "**Grantors**") are entering into an Amended and Restated Revolving Credit Agreement with the Lenders and the Agent (as amended, restated or otherwise modified from time to time, the "**Loan Agreement**") amended and restating the Original Loan Agreement in its entirety, pursuant to which the Grantors, Citizens and the Agent are entering into an Amended and Restated Conditional Assignment of Trademarks (the "**Amended IP Security Agreement**"); and

WHEREAS, pursuant to the Amended IP Security Agreement, Citizens is assigning all of its right, title and interest in each Notice of Security Interests in Trademarks (as recorded) referred to above (together, the “Notices”) to the Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Citizens and the Agent hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein and made a part hereof as though actually stated herein.
2. Assignment. Citizens hereby assigns all of its right, title and interest in and to the Notices (and the security interests represented thereby) to the Agent.
3. Requested Recordation. Agent authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Assignment is submitted) to file and record this Assignment (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Agent’s interest in the Notices and the security interests represented thereby.
4. Further Assurances. Citizens hereby agrees to cooperate with Agent and, from time to time, to execute and deliver such other documents, instruments and assignments and to do all such further acts and things as may be necessary or desirable to assign the Notices (and the security interests thereunder) or otherwise to carry out the intent of the parties hereunder.
5. Miscellaneous. This Assignment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

CITIZENS BANK OF MASSACHUSETTS
(Citizens)

By: James P. Arago

By: Barbara R. Flight
Name: Barbara R. Flight
Title: Vice President

WITNESS:

CITIZENS BANK OF MASSACHUSETTS, as
Agent
(Agent)

By: James P. Arago

By: Barbara R. Flight
Name: Barbara R. Flight
Title: Vice President

ACKNOWLEDGMENT

THE COMMONWEALTH OF MASSACHUSETTS:

: SS

COUNTY OF SUFFOLK

:

Before me, the undersigned, a Notary Public, on this 10 day of ~~October~~ ^{November}, 1999 personally appeared Barbara R. Flight, to me known personally, who, being by me duly sworn, did say that she is a Vice President of Citizens Bank of Massachusetts, in its capacity as Agent and as Lender referred to above, and that said instrument (i.e., the Assignment) was signed on behalf of said Citizens Bank of Massachusetts, on its own behalf and in its capacity as Agent, by authority of its Board of Directors, and the said Barbara R. Flight acknowledged said instrument to be her free act and deed.

Lena R. Horlick
Notary Public

My Commission Expires: July 24, 2003

LENA R. HORLICK
Notary Public
My Comm. Expires July 24, 2003

EXHIBIT A
TRADEMARKS

Owner: Southwest Art, Inc.

1. Mark: Southwest Art
 Registration Number: 1305863
 Registration Date: 11/20/84

2. Mark: Southwest Art (stylized)
 Registration Number: 1305865
 Registration Date: 11/20/84

Owner: Black Belt Communications, Inc.

1. Mark: Black Belt
 Registration Number: 2157017
 Registration Date: 5/12/98