

07-13-2000



101402014

HEET

Docket No.:

ILY

6-15-00

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Heller Financial, Inc.**  
500 West Monroe Street  
Chicago, Illinois 60601

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Corrected Release to correct name of assignee at Reel 1859, Frame 0553
- Merger
- Change of Name

Execution Date: \_\_\_\_\_

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

Name: **Johnson Hill Press, Inc.**

Internal Address: \_\_\_\_\_

Street Address: **1233 Janesville Avenue, P.O. Box 803**

City: **Ft. Atkinson** State: **WI** ZIP: **53538**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State **Delaware**
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,939,048	1,487,527	1,654,090	1,680,283
1,715,587	1,843,947	1,654,305	1,142,516
1,680,284	1,632,347	1,675,019	

Additional numbers  Yes  No

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

Name: **Elizabeth Miller Roesel, Esq.**

Internal Address: \_\_\_\_\_

**SHAW PITTMAN**

Street Address: **2300 N Street, N.W.**

City: **Washington, D.C.** State: \_\_\_\_\_ ZIP: **20037**

6. Total number of applications and registrations involved:.....

11

7. Total fee (37 CFR 3.41):.....\$ **\$290.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**50-1390**

07/12/2000 ABCOTT 00000049 501390 1939048

DO NOT USE THIS SPACE

01 FC:481 02 FC:482 230:08 CH

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.

**Elizabeth Miller Roesel**

Name of Person Signing

*Elizabeth M. Roesel*

Signature

*June 15, 2000*

Date

Total number of pages including cover sheet, attachments, and

28

TRADEMARK

REEL: 002099 FRAME: 0403

02-19-1999

HEET  
ILY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Form PTO-1584  
1-31-98

*meo*

*2-17-99*



100966220

Tab settings

To the Honorable Commissioner

attached original documents or copy thereof

1. Name of conveying party(ies):

Heller Financial, Inc.  
500 West Monroe Street  
Chicago, IL 60661

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

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

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

Name: PTN Publishing Company

Internal Address: \_\_\_\_\_

Street Address: 405 General Avenue, Suite 300

City: St. Petersburg State: FL ZIP: 33701

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

\* designee is not domiciled in the United States, a domestic receiver's designation is attached:  Yes  No

Designation must be a secretary's account from Assigment

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other See first attached page
- Merger
- Change of Name

Execution Date: 5/30/97

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: Graybar, Swain & Moore

SBUINS 0000063 1715587

40.00 DP  
1025.00 DP

Street Address: 625 Eighth Avenue

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 42

7. Total fee (37 CFR 3.41): \$ 1065<sup>02</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Cygnus Publishing, Inc. (f/k/a) PTN Publishing Company

Blair Schmidt-Fellner, President

Name of Person Signing

*Blair Schmidt-Fellner*  
Signature

2/9/99  
Date

*27 pages*

TRADEMARK  
REEL: 1859 FRAME: 0553

TRADEMARK  
REEL: 002099 FRAME: 0404

02/18/1999  
01 FC:481  
02 FC:482

Nature of Conveyance: Corrected release to correct assignee and assignor. Incorrect release was recorded on Reel 1679, Frame 613 on October 6, 1997.

[NYCORP;774468.1:4412W:02/04/1999--6:13p]-

TRADEMARK  
REEL: 1859 FRAME: 0554  
TRADEMARK  
REEL: 002099 FRAME: 0405

Resubmission MRD 1-30-98

40 / 481 10257437

D

PTO-1594  
11-92

REGISTRATION STATEMENT SHEET

STATEMENT OF WORK  
Statement and Trademark

MRD 10-6-97

01-30-1998

NLY

AWB

Tab settings >>>



the attached original documents or copy thereof

To the Honorable Commissioner of

100619363

and address of receiving party(ies):

1. Name of conveying party(ies):

PTN Publishing Company  
405 Central Avenue  
Suite 300  
St. Petersburg, FL 33706

Name The Chase Manhattan Bank, as Collateral Agent  
Agent Marian Schuler  
Internal Address \_\_\_\_\_

Street Address: 270 Park Avenue

City New York State NY ZIP 10017

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_

- Individual(s) citizen of \_\_\_\_\_
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- Other \_\_\_\_\_

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

Assignee is not domiciled in the United States; a domestic representation is attached  Yes  No

Designations must be a separate document from Assignment. Additional names & addresses attached?  Yes  No

3. Nature of conveyance:

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

Execution Date May 30th, 1997

4. Application number(s) or registration number(s)

A. Trademark Application No(s)

B. Trademark registration No(s)

Release of Trademark Security Agreement  
(see attached)

1715587

Additional numbers attached?  Yes  No

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

Name: Monica Monroy  
c/o Cravath, Swaine & Moore  
Internal Address: 44th Floor

6. Total number of applications and registrations involved: 42

7. Total fee (37 CFR 3.41) 510.65

- Enclosed
- Authorized to be charged to deposit account

Street Address: 825 Eighth Avenue,

Worldwide Plaza

City: New York State: NY ZIP: 10019

8. Deposit account number:

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

DO NOT USE THIS SPACE

11/15/1997 FTM 08 0000239 1715587  
01 FC: Statement and signature. 44.00 09  
02 FC: 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.

Monica Monroy  
Name of Person Signing

Monica Monroy  
Signature

September 18, 1997  
Date

TRADEMARK  
REEL: 1859 FRAME: 0555

TRADEMARK  
REEL: 002099 FRAME: 0406

Schedule I

Trademarks for PTN Publishing Company

Registered Trademarks

<u>Mark</u>	<u>Issue Date</u>	<u>Registration No.</u>
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
PRO IMAGING SYSTEMS	02/06/90	1,582,056
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
PHOTOGRAPHIC VIDEO TRADE NEWS	06/27/89	1,545,880
ECON ENVIRONMENTAL CONTRACTOR (and Design)	03/08/88	1,479,599
KITCHEN & BATH CONCEPTS (and Design)	09/20/88	1,504,818
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

Renewed Trademarks

BUILDING SERVICES CONTRACTOR	11/05/68	859,723
SOAP COSMETICS CHEMICAL SPECIALTIES (Stylized Letters)	11/14/72	947,445

Pending Trademarks

QUALIFIED REMODELER (Stylized Letters)	11/16/93	74-458,872
QUALIFIED REMODELER INCLUDING RESOURCE DIGEST (Stylized Letters)	11/16/93	74-458,705
COMMERCIAL RENOVATION (Stylized Letters)	11/16/93	74-458,704

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TRADEMARK  
REEL: 1679 FRAME: 0614

TRADEMARK  
REEL: 1859 FRAME: 0556

TRADEMARK  
REEL: 002099 FRAME: 0407

Schedule I

Trademarks for Johnson Hill Press, Inc.

Registered Trademarks

<u>Mark</u>	<u>Issue Date</u>	<u>Registration No.</u>
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
AIRPORT SERVICES	10/02/90	1,616,285
AIRCRAFT TECHNICIAN	10/30/90	1,620,620
AMERICAN AUTOMATIC MERCHANDISER	02/13/90	1,582,508
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
<u>Pending Trademarks</u>		
AIRCRAFT MAINTENANCE TECHNOLOGY	07/13/93	74-412,041
RENTAL PRODUCT NEWS	10/02/92	74-319,887

TRADEMARK

REEL 198 FRAME 89

S. 148501004118198.WP

TRADEMARK  
REEL: 1679 FRAME: 0615

TRADEMARK  
REEL: 1859 FRAME: 0557

TRADEMARK  
REEL: 002099 FRAME: 0408

**RELEASE OF TRADEMARK SECURITY AGREEMENT**

THIS RELEASE is made as of this 31<sup>st</sup> day of May 1997 by HELLER FINANCIAL, INC., a Delaware corporation ("Heller"), having an office at 500 West Monroe Street, Chicago, Illinois 60661, in favor of, a PTN Publishing Company, a Delaware corporation (the "Company"), having an office at 445 Broad Hollow Road, Melville, NY 11747.

For good and valuable consideration, the receipt and adequacy of which hereby acknowledged, Heller, for the benefit of the Company, hereby unconditionally and expressly releases, terminates and extinguishes any and all of its right, title and interest in and to any and all liens and security interest it may have upon (a) all now owned or existing or hereafter arising trademarks, including any of the foregoing listed on Schedule I attached hereto, (b) all goodwill connected with and symbolized by any of the foregoing and (c) all other collateral in which all liens and security interests were established under and pursuant to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on August 8, 1994 at Reel 1198, Frame 0488.

This release shall be binding upon Heller's legal representatives, assigns and successors.

HELLER FINANCIAL INC., a Delaware corporation

By: Daniel O'Donnell  
Name: Daniel O'Donnell  
Title: Senior Vice President

TRADEMARK  
REEL: 1679 FRAME: 0616

TRADEMARK  
REEL: 1859 FRAME: 0558

TRADEMARK  
REEL: 002099 FRAME: 0409

TRADEMARK SECURITY AGREEMENT

WHEREAS, JOHNSON HILL PRESS, INC., a Delaware corporation and wholly-owned subsidiary of PTN (as defined below) ("Grantor"), owns the Trademarks, 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, PTN Publishing Company, a Delaware corporation ("PTN"), has entered into a Credit Agreement dated as of July 29, 1994 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders") providing for extensions of credit and other financial accommodations to be made to PTN by Lenders; and

WHEREAS, pursuant to the terms of a Company Security Agreement dated as of July 29, 1994 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee 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 presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications 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, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

FILED 198 MAR 14 90

TRADE MARK  
REF: 1679 TRADE: 0617  
TRADE MARK  
REEL: 1859 FRAME: 0559

TRADE MARK  
REEL: 002099 FRAME: 0410



(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 or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29th day of July, 1994.

Acknowledged:

HELLER FINANCIAL, INC.,  
as Agent

By: *Timothy C. ...*  
Title: Vice President

JOHNSON HILL PRESS, INC.

By: *Stanley S. Heller*  
Title: CEO

REEL 198 FRAME 91

TRADEMARK  
REEL: 1679 FRAME: 0618

TRADEMARK  
REEL: 1859 FRAME: 0560

TRADEMARK  
REEL: 002099 FRAME: 0411

ACKNOWLEDGEMENT

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On the 29th day of July, 1994 before me personally appeared Stanley S. Siro, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as CEO of Johnson Hill Press, Inc., who being by me duly sworn, did depose and say that he is CEO of said corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Augustine H. Kim  
Notary Public

(Seal)

My commission expires:

AUGUSTINE H. KIM  
NOTARY PUBLIC, State of New York  
NO. 595345  
Qualified in New York County  
Commission Expires May 18, 1998

REEL 198 FRAME 92  
TRADEMARK

RECORDED  
INDEXED OFFICE  
AUG -6 94

TRADEMARK  
REEL: 1679 FRAME: 0619

TRADEMARK  
REEL: 1859 FRAME: 0561

TRADEMARK  
REEL: 002099 FRAME: 0412



RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE is made as of this 3<sup>rd</sup> day of May 1997 by HELLER FINANCIAL, INC., a Delaware corporation ("Heller"), having an office at 500 West Monroe Street, Chicago, Illinois 60661, in favor of, a PTN Publishing Company, a Delaware corporation (the "Company"), having an office at 445 Broad Hollow Road, Melville, NY 11747.

For good and valuable consideration, the receipt and adequacy of which hereby acknowledged, Heller, for the benefit of the Company, hereby unconditionally and expressly releases, terminates and extinguishes any and all of its right, title and interest in and to any and all liens and security interest it may have upon (a) all now owned or existing or hereafter arising trademarks, including any of the foregoing listed on Schedule 1 attached hereto, (b) all goodwill connected with and symbolized by any of the foregoing and (c) all other collateral in which all liens and security interests were established under and pursuant to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on August 8, 1994 at Reel 1202, Frame 0452.

This release shall be binding upon Heller's legal representatives, assigns and successors.

HELLER FINANCIAL, INC., a Delaware corporation

By: Daniel O'Donnell  
Name: Daniel O'Donnell  
Title: Senior Vice President

TRADEMARK  
REEL: 1859 FRAME: 0562

TRADEMARK  
REEL: 002099 FRAME: 0413

STATE OF Illinois  
COUNTY OF Cook ) SS:

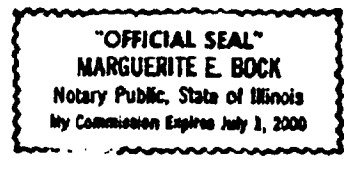
I, Marguerite Bock, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James O'Donnell personally known to me to be the Vice President of HELLER FINANCIAL, INC., who is personally known to me to be the same person whose name is subscribed to the foregoing Release, appeared before me this day in person and acknowledged that he/she signed and delivered the said Release as his/her 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 seal this 30<sup>th</sup> day of May, 1997.

Marguerite S. Bock  
Notary Public

My commission expires:  
July 1, 2000

[NOTARIAL SEAL]



TRADEMARK  
REEL: 1679 FRAME: 0621  
TRADEMARK  
REEL: 1859 FRAME: 0563

TRADEMARK  
REEL: 002099 FRAME: 0414

**SCHEDULE 1**

(See immediately following)

**TRADEMARK**  
**REEL: 1679 FRAME: 0622**

**TRADEMARK**  
**REEL: 1859 FRAME: 0564**  
**TRADEMARK**  
**REEL: 002099 FRAME: 0415**

TRADEMARK SECURITY AGREEMENT

WHEREAS, PTN PUBLISHING COMPANY, a Delaware corporation ("Grantor"), owns the Trademarks, 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, Grantor has entered into a Credit Agreement dated as of July 29, 1994 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders") providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 29, 1994 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee 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 presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications 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, Trademark registration and Trademark application

TRADEMARK  
REEL: 1679 FRAME: 0623

TRADEMARK  
REEL: 1859 FRAME: 0565

TRADEMARK  
REEL: 002099 FRAME: 0416

(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 or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29th day of July, 1994.

Acknowledged:

HELLER FINANCIAL, INC.,  
as Agent

By: *Terri C. Cassan*  
Title: Vice President

PTN PUBLISHING COMPANY

By: *Stanley J. Heller*  
Title: CEO

FILED  
JUL 29 1994  
FBI - NEW YORK

TRADEMARK  
REEL: 1679 FRAME: 0624

TRADEMARK  
REEL: 1859 FRAME: 0566

TRADEMARK  
REEL: 002099 FRAME: 0417

ACKNOWLEDGEMENT

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) ss.

On the 24th day of July, 1994 before me personally appeared Stanley S. Jills, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as CEO of PTN Publishing Company, who being by me duly sworn, did depose and say that he is CEO of said corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

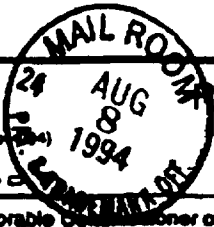
{Seal}

My commission expires:

AUGUSTINE H. KIM  
NOTARY PUBLIC, State of New York  
No. 3956445  
Qualified in New York County  
Commission Expires May 18, 1998

TRADEMARK  
REEL: 1679 FRAME: 0625  
TRADEMARK  
REEL: 1859 FRAME: 0567  
TRADEMARK  
REEL: 002099 FRAME: 0418





# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

14701  
390/482 D

Tab settings 000

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Johnson Mill Press, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Helle Financial, Inc. as Agent

Internal Address: \_\_\_\_\_

Street Address: 500 West Monroe Street

City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware 03 DC
- 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
  - Security Agreement
  - Other
  - Merger
  - Change of Name
- 23

Execution Date: July 29, 1994

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

A. Trademark Application No.(s)

see attached

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: \_\_\_\_\_

Internal Address RETURN TO:  
FEDERAL RESEARCH CORPORATION  
601 PENNSYLVANIA AVE. NW, SUITE 612N  
WASHINGTON DC 20004

070 DE 08/19/94 1715587

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390.00

- Enclosed
- Authorized to be charged to deposit account

482 390.00 CK  
8. Deposit account number: \_\_\_\_\_

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

~~070 DE 08/19/94 1715587~~

DO NOT USE THIS SPACE

~~40.00 CK~~  
~~30.00 CK~~

89183030

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.

070 DE 08/19/94 1715587

Deborah Openheim  
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, statements, and documents: 1679 FRAME: 0568

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TRADEMARK

REEL: 002099 FRAME: 0419

**TRADEMARK SECURITY AGREEMENT**

WHEREAS, PTN PUBLISHING COMPANY, a Delaware corporation ("Grantor"), owns the Trademarks, 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, Grantor has entered into a Credit Agreement dated as of July 29, 1994 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders") providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of July 29, 1994 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee 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 presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications 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, Trademark registration and Trademark application;

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(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 or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29th day of July, 1994.

Acknowledged:

HELLER FINANCIAL, INC.,  
as Agent

By:

*Christy Cannon*

Title: Vice President

PTN PUBLISHING COMPANY

By:

*Stanley P. Heller*

Title: *CEO*

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Schedule I

Trademarks for PTN Publishing Company

Registered Trademarks

<u>Mark</u>	<u>Issue Date</u>	<u>Registration No.</u>
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
PRO IMAGING SYSTEMS	02/06/90	1,582,056
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
PHOTOGRAPHIC VIDEO TRADE NEWS	06/27/89	1,545,880
ECON ENVIRONMENTAL CONTRACTOR (and Design)	03/08/88	1,479,599
KITCHEN & BATH CONCEPTS (and Design)	09/20/88	1,504,818
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)	04/16/83	748,250

Renewed Trademarks

BUILDING SERVICES CONTRACTOR	11/05/68	859,723
SOAP COSMETICS CHEMICAL SPECIALTIES (Stylized Letters)	11/14/72	947,445

Pending Trademarks

QUALIFIED REMODELER (Stylized Letters)	11/16/93	74-458,872
QUALIFIED REMODELER INCLUDING RESOURCE DIGEST (Stylized Letters)	11/16/93	74-458,705
COMMERCIAL RENOVATION (Stylized Letters)	11/16/93	74-458,704

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ACKNOWLEDGEMENT

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On the 14th day of July, 1994 before me personally appeared Shank S. Sills, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as CEO of PTN Publishing Company, who being by me duly sworn, did depose and say that he is CEO of said corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Augustine H. Rom  
Notary Public

{Seal}

My commission expires:

AUGUSTINE H ROM  
NOTARY PUBLIC, State of New York  
No. 495445  
Qualified in New York County  
Commission Expires: 7/17, 1996

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and report the following as of :

Please see attached filing acknowledgment from the Trademark Office.

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**SCHEDULE 1**

(See immediately following)

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