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10-25-2000



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

1. Name of conveying party(ies): **Ad-Mart Attractions, Inc.
d/b/a/ Ad-Mart International**

- Individual(s)
 - General Partnership
 - Corporation-State
 - Other New York subchapter S corporation
- Association
 - Limited Partnership

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

3. Nature of conveyance:

- Assignment
 - Security Agreement
 - Other Conditional Assignment of and Security Interest in Trademark Rights
- Merger
 - Change of Name

Execution Date: May 11, 2000

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

Name: The Chase Manhattan Bank, as Administrative Agent
 Internal Address: _____
 Street Address: 4 MetroTech Center, 5th Floor
 City: Brooklyn State: NY ZIP: 11245

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **1,790,420 ; 1,807,557
1,339,248 ; 1,375,071**

Additional numbers attached? Yes No

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

Name: Nihara K. Choudhri, Esq.
 Internal Address: Simpson Thacher & Bartlett

 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Nihara K. Choudhri, Esq.
Name of Person Signing

[Signature]
Signature

10/10/00
Date

Total number of pages comprising cover sheet: 7

10/24/2000 07:08:11 00109118 1730420

01 80:40:01
02 80:40:02

41.00 02
7.00 03

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

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of May __, 2000 is made by Ad-Mart Attractions, Inc. d/b/a/ Ad-Mart International, a New York subchapter S corporation (the "Additional Grantor"), in favor of the Chase Manhattan Bank, a New York banking corporation, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of May 11, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Identity Group, Inc. (the "Borrower"), several additional signatories thereto (the "Grantors"), the Lenders, the Administrative Agent, and the other agents parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Grantors have executed and delivered a Guarantee and Collateral Agreement, dated as of May 11, 1999, in favor of Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower and the Grantors have pledged and granted to the Administrative Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including all Trademarks;

WHEREAS, on May __, 2000, the Additional Grantor executed an Assumption Agreement in favor of the Administrative Agent, under which the Additional Grantor agreed to become a party to the Guarantee and Collateral Agreement as a Grantor thereunder and expressly assumed all obligations and liabilities of a Grantor thereunder; and

WHEREAS, the Additional Grantor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Additional Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and

recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Additional Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Additional Grantor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Additional Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

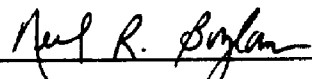
SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AD-MART ATTRACTIONS, INC.
D/B/A AD-MART INTERNATIONAL
("Additional Grantor")

By: 
Name: *A O O'Keefe*
Title: *Secretary*

THE CHASE MANHATTAN BANK
("Administrative Agent")

By: 
Name: **Neil R. Boylan**
Title: **Managing Director**

STATE OF Tennessee)
) SS
COUNTY OF Putnam)


On the 10th day of May, 2000, before me personally came
A O Dilling, who is personally known to me to be the Secretary of
Ad-Mart Attractions, Inc. d/b/a/ Ad-Mart International, a New York subchapter S
corporation; who, being duly sworn, did depose and say that she/he is the
Secretary in such corporation, the corporation described in and which
executed the foregoing instrument; that she/he executed and delivered said instrument pursuant
to authority given by the Board of Directors of such corporation; and that she/he
acknowledged said instrument to be the free act and deed of said corporation.

Wanda Long
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF New York)

On the 16th day of May, 2000, before me personally came
Neil R. Boylan, who is personally known to me to be the Managing Director of
the Chase Manhattan Bank, a New York banking corporation; who, being duy sworn, did
depose and say that she/he is the Managing Director in such corporation, the
corporation described in and which executed the foregoing instrument; that she/he executed
and delivered said instrument pursuant to authority given by the Board of Directors of such
corporation; and that she/he acknowledged said instrument to be the free act and deed of said
corporation.


Notary Public ELSA V GRIFFITH
Notary Public, State of New York
No 01GR4838119
Qualified in Kings County
Commission Expires March 30, 2001

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations

<u>Name of Trademark</u>	<u>Registration No.</u>
ADMART INTERNATIONAL	1,790,420
LETTERS FAST	1,807,557
FASCINATING FORMS	1,339,248
AD-MART	1,375,071