

11-08-2000



101510121
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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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)

- Individual General Partnership Limited Partnership Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

TRADEMARK
REEL: 002169 FRAME: 0246

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" value="75636401"/>	<input type="text" value="75671750"/>	<input type="text" value="75700713"/>	<input type="text" value="2330626"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75743090"/>	<input type="text" value="76054594"/>	<input type="text" value="75678262"/>	<input type="text" value="2324376"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75672203"/>	<input type="text" value="75834077"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Marc D. Hauser

Name of Person Signing

[Signature]

Signature

10/16/00

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of October 12, 2000, by and between H&S Media, Inc., an Illinois corporation ("**Borrower**"), and American National Bank and Trust Company of Chicago, a national banking association ("**Lender**").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated as of even date herewith by and among Borrower, ADS Publisher Services, Inc., an Illinois corporation (together with Borrower, the "**Companies**"), and Lender (the "**Loan Agreement**"), Lender has, subject to the satisfaction of certain conditions precedent, agreed to lend monies and/or make advances, extensions of credit and other financial accommodations (collectively, the "**Loans**") to, on behalf or for the benefit of Companies; and

WHEREAS, Lender has required as a condition, among others, to the making of the Loans to Companies, in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations, that the Borrower execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
2. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
3. Security Interest in Trademarks and Licenses. To secure a prompt, complete and timely payment, performance and satisfaction of all of the Secured Obligations, Borrower hereby grants to Lender, for the benefit of Lender, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing or hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications,

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including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith and (v) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's Trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, whether Borrower is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (all of the foregoing are hereinafter referred to collectively as the "**Licenses**").

4. New Trademarks and Licenses. Borrower hereby represents and warrants to Lender that (i) Schedule A sets forth all of the Trademarks owned by Borrower as of the date of this Agreement, (ii) Schedule B sets forth all of the Licenses held by Borrower as of the date of this Agreement and (iii) no other liens, claims or security interests have been granted by Borrower to any other Person in such Trademarks and Licenses. Borrower hereby agrees that if, prior to the termination of this Agreement, Borrower shall obtain rights to any new Trademarks, file any application for registration thereof, become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new License, then (i) the provisions of this Agreement shall automatically apply thereto, (ii) Borrower shall promptly furnish written notice thereof to Lender together with information sufficient to permit Lender, upon its receipt of such notice, to modify this Agreement, as appropriate, by amending Schedules A and B and (iii) Borrower shall execute and deliver, with regard to any Trademarks, any agreements, instruments and documents that Lender may reasonably request from time to time to further effect and confirm the assignment and grant of security interest created by this Agreement in such Trademarks, and Borrower hereby appoints Lender, at all times during the continuance of an Event of Default, its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power,

being coupled with an interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to Borrower.

5. Royalties. Borrower hereby agrees that the use by Lender of the Trademarks and Licenses as authorized hereunder shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Lender to Borrower.

6. Termination of Lender's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Secured Obligations and termination of the Loan Agreement, this Agreement shall terminate.

7. Duties of the Borrower. Borrower shall (i) prosecute diligently any Trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement as Borrower deems appropriate, (ii) make application on registrable trademarks or service marks as Borrower deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of Borrower's rights in all material Trademarks and Licenses whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

8. Lender's Right to Sue. After the occurrence and during the continuation of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks or Licenses and, if the Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Lender for all Costs incurred by Lender in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between Borrower and Lender and no failure or delay on the part of Lender to exercise, or delay in exercising, any right, power or privilege hereunder, under the Loan Agreement or under any other agreement, shall operate as a waiver of any of Lenders' rights, powers or partial exercise of any right, power or privilege hereunder, under the Loan Agreement or under any other agreement.

10. Modification. This Agreement may not be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Borrower and Lender.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Lender with respect to the Trademarks or Licenses, whether established hereby, by any

other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Borrower hereby appoints Lender and all Persons as Lender may designate, in its sole and absolute discretion, as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be revocable until all of the Secured Obligations shall have been paid in full and all financing arrangements between Lender and Borrower shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located or deemed located.

12. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to Lender, for the benefit of Lender, and its nominees. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower. Borrower shall not assign its obligations hereunder without Lender's prior written consent.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with Section 13.10 of the Loan Agreement.

15. Duty of Lender. Lender shall not be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any action necessary or preserve rights in the Trademarks or Licenses against any other Persons but may do so at their option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Secured Obligations secured hereby.


16. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

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IN WITNESS WHEREOF, the parties hereby have duly executed this Trademark Security Agreement on the day and year first above written.

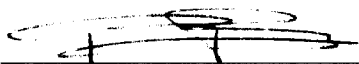
BORROWER:

H&S MEDIA, INC.

By: 
Stephen D. Keen, President

Acknowledged and Agreed to in
Chicago, Illinois, as of this
17th day of October, 2000.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: 
Its: AVP

Schedule A
to
Trademark Security Agreement

Registered Trademarks

Mark	Registration Date	Registration Number
Gold Collectors Series	March 21, 2000	2,330,626
WOW Magazine	February 29, 2000	2,324,376

Trademark Applications

Mark	Application Date	Serial Number
Mary Beth's Bean Bag World	February 8, 1999	75/636,401
Mary Beth's Bean Bag Club	July 2, 1999	75/743,090
WOW Magazine	March 31, 1999	75/672,203
WOW Magazine	March 31, 1999	75/671,750
HOT! HOT! (stylized letters)	May 23, 2000	76/054,594
WOW Sunday Night Slam	October 27, 1999	75/834,077
Yo-Yo World Magazine (stylized letters)	May 7, 1999	75/700,713
Yo-Yo World	April 9, 1999	75/678,262

Unregistered Trademarks

Crafty Kids
TeenStyle
To the MAXX
Core
How to Strike it Rich

Internet Domain Names

www.1001homdec.com
www.beanbagworld.net
www.ecwmagazine.com
www.gesmag.com
www.hsmedia.com
www.lhdi.com
www.wowmagazine.com
www.yo-yoworld.com
www.pojjo.com
www.coresportsmagazine.com

www.hotmagazine.com
www.teenstylemag.com
www.tbandmore.com
www.tothemaxx.com

Schedule B
to
Trademark Security Agreement

Licenses

None.