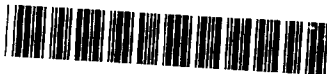


FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

01-29-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**Corrective
Record As
of 1-29-2001**



101578299

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 # 1611 Frame # 0854

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other See Attachment to Brief

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Abrams & Company Publishers, Inc

Execution Date
Month Day Year
7 8 97

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name American Bank of Connecticut

DBA/AKA/TA _____

Composed of _____

Address (line 1) Two West Main Street

Address (line 2) _____

Address (line 3) Waterbury
City

Connecticut
State/Country

06723
Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other Connecticut Savings Bank

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

01/30/2001 AAHMED1 00000030 189312E

01 FC:48
02 FC:48
03 FC:48

40.00 OP
25.00 OP
120.00 OP

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 Practices. 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. 20231

Attachment to
Recordation Form Cover Sheet for
Trademark Registration Nos.1893122 and 1891021

Conveyance Type:

Record to correct nature of conveyance to read "Security Agreement" which had been previously recorded at reel 1611, frame 0854 as "Assignment".

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 (203) 786-8313

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.

#

10

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1893122	<input type="text"/>	<input type="text"/>
1891021	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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.

Gregg J. Lallier

Name of Person Signing

Signature

1/25/01

Date Signed

UPDIKE, KELLY #5

08-01-1997

0002

(Rev. 8-83)

CLASS No. 0451-0011 (sup. 4/94)



R SHERIDAN U.S. DEPARTMENT OF COMMERCE
 Patent and Trademark
 JUL 22 1997
 Attach original documents or copy thereof.

Tab settings 000 ▼

To the Honorable Commissioner

100500753

1. Name of conveying party(ies):

ABRAMS & COMPANY PUBLISHERS, INC.

Handwritten: MFD 7-22-97

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

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

3. Nature of conveyance:

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

Execution Date: July 8, 1997

2. Name and address of receiving party(ies)

Name: American Bank of Connecticut

Internal Address:

Street Address: Two West Main Street

City: Waterbury State: CT ZIP: 06725

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Connecticut Savings Bank

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,893,122
1,891,021

Additional numbers attached? Yes No

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

Name: Melissa J. Bernstein, Esq.

Internal Address: Rosenman & Collin LLP

Street Address: 575 Madison Avenue

17th Floor

City: New York State: N.Y. ZIP: 10022

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65

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.

Signature: Melissa J. Bernstein
Name of Person Signing

Handwritten Signature: Melissa J. Bernstein
Signature

Date: 7/17/97
9

Total number of pages including cover sheet, attachments, and document

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

08/01/1997 T10K
01 FC:461
02 FC:462

**MORTGAGE AND
SECURITY AGREEMENT - TRADEMARKS**

This MORTGAGE AND SECURITY AGREEMENT - TRADEMARKS (the "Mortgage") is made as of this 8th day of July, 1997 by ABRAMS & COMPANY PUBLISHERS, INC., a Delaware corporation, with its chief executive office located at 61 Mattatuck Heights, Suite 7, Waterbury, Connecticut 06705 (the "Borrower") in favor and for the benefit of AMERICAN BANK OF CONNECTICUT, a Connecticut savings bank, with an office located at Two West Main Street, Waterbury, Connecticut 06723 (the "Bank").

WITNESSETH:

WHEREAS, the Bank has, subject to the terms and conditions set forth in a certain Revolving Credit Agreement of even date herewith (the "Agreement"), agreed to make loans and advances and otherwise extend credit to the Borrower, either directly or through one or more Bank Affiliates; and

WHEREAS, the Borrower is the sole and exclusive owner of the United States Trademarks, applications for United States Trademarks and all other corresponding trademarks and applications in any states or foreign countries as set forth on Schedule A annexed hereto and made a part hereof (the "Trademark Rights"); and

WHEREAS, pursuant to a certain security agreement of even date herewith between the Borrower and the Bank (the "Security Agreement"), the Borrower has granted the Bank a security interest in, among other things, the Trademark Rights, on the terms and conditions set forth in the Security Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Bank under the Credit Agreement that the Borrower execute and deliver to the Bank a mortgage in substantially the form hereof; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Security Agreement, the Borrower hereby agrees with the Bank as follows:

1. The Borrower hereby grants to the Bank, its successors and assigns, on the terms and conditions set forth in the Security Agreement, and as security for the obligations and liabilities of the Borrower under the Agreement and all notes executed in connection therewith, the Security Agreement and any and all other documents, instruments and agreements executed and delivered pursuant thereto and in connection therewith (collectively, the "Loan Documents"), whether now existing or hereafter arising, a first lien upon and security interest in all of the Borrower's right, title, and interest in, to and under the Trademark Rights, together with (i) all reissues or extensions thereof and (ii) all claims for damages by reason of past or future infringement of the Trademark Rights with the right to sue for and collect said damages and the

right to collect all royalties under any license agreements with respect to any of the Trademark Rights, whether now or hereafter granted (hereinafter sometimes collectively referred to as the "Collateral").

2. The Borrower represents and warrants unto the Bank that the Borrower has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Collateral.

3. The Borrower represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Trademark Rights.

4. The Borrower represents and warrants that the Trademark Rights are all the trademarks (domestic and foreign) used by the Borrower or in connection with its business.

5. The Borrower covenants and agrees with the Bank that, so long as this Mortgage shall remain in effect:

(a) The Borrower shall pay all fees necessary for the issuance, maintenance, renewal or reissuance of the Trademark Rights and shall do all such other acts and things necessary for maintaining the Trademark Rights.

(b) The Borrower shall endeavor to detect and prevent any infringement of the Trademark Rights, including, in the exercise of its reasonable legal and business judgment, the bringing of infringement suits to enforce the Trademark Rights. The Borrower shall inform the Bank of any actual or suspected infringement of the Trademark Rights of which it has knowledge and of any action contemplated or taken by the Borrower in response to such infringement. The Bank shall have the right, in consultation with the Borrower, to require the Borrower to take such action as the Bank may reasonably determine to be required to enforce such Trademark Rights.

(c) The Borrower shall, in the exercise of its reasonable legal and business judgment, undertake to defend any attack upon the Trademark Rights and upon the validity and enforceability thereof. The Bank shall have the right, in consultation with the Borrower, to require the Borrower to take such action as the Bank may reasonably determine to be required to defend the Trademark Rights.

(d) The Borrower shall not, without the prior written consent of the Bank, permit the Trademark Rights to lapse or otherwise abandon the Trademark Rights.

(e) At any time and from time to time, the Borrower shall, upon the request of the Bank, execute and deliver such further documents and do such other acts and things as the Bank reasonably may require in order to effect the purpose of this Mortgage and of the rights and powers herein granted, including, without limitation, all documents necessary or advisable to record title to the Collateral, including valid, recordable assignments of any or all of the Trademark Rights, and the Borrower does hereby irrevocably appoint the Bank, its successors and assigns, as its attorney-in-fact to execute any or all of such documents and to do such other

things or acts on behalf of the Borrower, its successors and assigns, and the Borrower confirms all such acts said attorney-in-fact may do pursuant to this authority.

6. Until the occurrence of an Event of Default as defined in the Agreement and/or any of the other Loan Documents subject to the provisions of the Agreement and the Security Agreement, the Bank hereby acknowledges the Borrower's exclusive right and license to use the Collateral for the Borrower's own benefit and account, to grant licenses and sublicenses on reasonable terms with respect to the Collateral and to generally deal in the ordinary course of business with the Collateral. The foregoing grant of authority shall not permit the Borrower to take any actions prohibited hereunder.

7. Notwithstanding anything to the contrary, nothing herein contained shall relieve the Borrower from the performance of any covenant, agreement or obligation on the Borrower's part to be performed under any license agreement now existing or hereafter executed by the Borrower licensing the use of the Collateral or any part thereof or from liability to any licensee thereunder or other party or impose any liability on the Bank for the acts or omissions of the Borrower in connection with any such license or license agreement.


8. This Mortgage shall terminate upon written notice by the Bank to the Borrower that all of the obligations secured hereby have been fully paid and performed and, upon such termination, all rights in the Collateral mortgaged and in which a security interest is granted hereunder shall be reconveyed by the Bank to the Borrower and the Bank shall promptly execute and deliver to the Borrower such documents or instruments as the Borrower may reasonable request of such termination.

9. This Mortgage shall be binding upon the Borrower, its successors, and assigns and shall inure to the benefit of the Bank, each Bank Affiliate, and their successors and assigns.

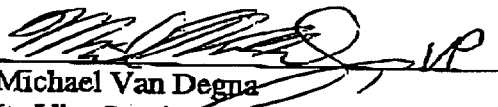
10. This Mortgage may not be amended or modified except with the written consent of the Bank.

IN WITNESS WHEREOF, the Borrower and the Bank have executed this Mortgage as of the date first set forth above.

ABRAMS & COMPANY PUBLISHERS, INC.

By: 
Richard I. Abrams
Its President
Duly Authorized


AMERICAN BANK OF CONNECTICUT

By: 
Michael Van Dagna
Its Vice President
Duly Authorized

STATE OF CONNECTICUT)
) at Hartford
COUNTY OF HARTFORD)

On this the 8th day of July, 1997, before me, the undersigned officer, personally appeared Richard I. Abrams, who acknowledged himself to be the President of Abrams & Company Publishers, Inc., a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporation, by signing the name of the corporation by himself as President.

In Witness Whereof I hereunto set my hand.



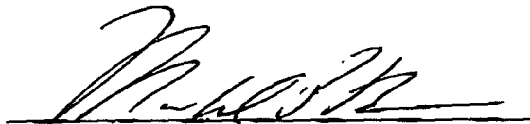
Commissioner of the Superior Court
Notary Public
My Commission Expires:

85515

STATE OF CONNECTICUT)
) at Hartford
COUNTY OF HARTFORD)

On this the 8th day of July, 1997, before me, the undersigned officer, personally appeared Michael Van Degna, who acknowledged himself to be the Vice President of American Bank of Connecticut, a Connecticut savings bank, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the bank, by signing the name of the bank by himself as Vice President.

In Witness Whereof I hereunto set my hand.


Commissioner of the Superior Court
Notary Public
My Commission Expires:

SCHEDULE A
TO MORTGAGE OF TRADEMARKS

85515

RECORDED: 01/29/2001

TRADEMARK
REEL: 002182 FRAME: 0139