

04-06-2001



101657746

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

12/20/00

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 Carus Publishing Company Execution Date
Month Day Year
11172000

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Carus, Andre W.

DBA/AKA/TA _____

Composed of _____ 04/05/2001 GTON11 00000159 75873104

Address (line 1) 315 Fifth Street 01 FC:482 25.00 DP

Address (line 2) P.O. Box 300

Address (line 3) Peru Illinois 61354
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization United State of America

FOR OFFICE USE ONLY

01/09/2001 MTHAI1 00000034 75873104 Adjustment date: 04/05/2001 GTON11

01 FC:481 40.00 DP 01/09/2001 MTHAI1 00000035 75873104

02 FC:482 300.00 DP 03 FC:998 -10.00 DP

03 FC:998 10.00 DP

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.

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

TRADEMARK
REEL: 002265 FRAME: 0599

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)

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.

Steven A. Stender
Name of Person Signing


Signature

December 7, 2000
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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 the Assignment.)

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)

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**LOAN AND SECURITY AGREEMENT
(Demand Loan)**

This LOAN AND SECURITY AGREEMENT (this "**Agreement**"), is made on November 17, 2000 (the "**Effective Date**"), between Andre W. Carus and M. Blouke Carus, with their principal place of business at 315 Fifth Street, P.O. Box 300, Peru, Illinois 61354-0300 (collectively with their successors and assigns "**Secured Party**"); and Carus Publishing Company, an Illinois corporation, with its principal place of business at 315 Fifth Street, P.O. Box 300, Peru, Illinois 61354-0300 ("**Debtor**").

RECITALS

A. Debtor has requested Secured Party to provide Debtor with a demand line of credit loan which will authorize Debtor to draw up to Three Million Dollars (\$3,000,000.00) in principal (the "**Loan**").

B. Proceeds of the Loan will be used to support the working capital needs of Debtor, as well as to pay off existing loans with Citizens Bank of Massachusetts, as assignee of the interests of State Street Bank and Trust Company (the "**Citizens Loan**").

C. Secured Party is willing to make the Loan to Debtor on the terms and conditions set forth in this Agreement.

CLAUSES

In consideration of the Recitals, the representations, warranties, rights, covenants and obligations set forth below, and any loans, advances or extensions of credit which Secured Party previously, currently or subsequently makes for the benefit of Debtor, the parties agree as follows:

Section 1. DEFINITIONS

The following terms, when used in this Agreement or Other Agreements (as hereinafter defined) shall have the meanings set forth herein, and such meanings shall be applicable to the singular and plural form thereof giving effect to the numerical difference.

"Affiliate" shall mean any Person (as defined herein) under common control or having common shareholders owning at least ten percent (10%) thereof, whether such common control is direct or indirect. All of Debtor's officers, shareholders, directors, parent and subsidiary corporations, joint venturers, and partners (whether general or limited) shall be deemed Debtor's Affiliates for purposes of this Agreement.

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which banks in Chicago, Illinois are required to close.

"Charges" shall mean all national, federal, state, county, city, municipal, and/or other governmental (including without limitation, the Pension Benefit Guaranty Corporation) taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to:

- (a) the Collateral,
- (b) the Obligations (as defined herein),
- (c) Debtor's employees, payroll, income and/or gross receipts,

- (d) Debtor's ownership and/or use of any of its assets, or
- (e) any other aspect of Debtor's business.

"Closing Date" shall mean November 17, 2000.

"Collateral" shall mean all of Debtor's tangible and intangible property, whether now or hereafter existing, and whether now or hereafter owned, licensed, leased, consigned or acquired by Debtor, including without limitation, all of Debtor's:

(a) All accounts, Receivables, contract rights, General Intangibles, Intellectual Property, goodwill, trademarks, trade names, copyrights, patent rights, chattel paper, instruments, documents, acceptances, notes, drafts, Inventory, goods, securities, deposits, cash, tax refunds, books, records, customer and supplier lists, ledgers, invoices, purchase and sales orders, data processing, computer and telecommunications systems, including software systems incidental thereto, insurance policies and certificates, guaranties, liens, and other personal property, and all proceeds, products, renewals, substitutions, replacements, additions and accessions thereto; and

(b) All monies, reserves, deposits, deposit accounts and interest or dividends thereon, securities, cash, and cash equivalents and other property now or at any time or times hereafter in the possession or under the control of Secured Party or its bailee; and

(c) All Equipment, including machinery, equipment, apparatus, appliances, furniture, furnishings, fixtures, supplies, whether now owned or hereafter acquired, and all proceeds, substitutions, replacements, additions and accessions; and

(d) All other Collateral or property with respect to which Debtor has or may hereafter grant to Secured Party a lien or security interest.

"Default Rate" shall mean 4% in excess of the rate of interest in effect under Section 4.02.

"Demand Note" shall have the meaning set forth in Section 4.03 hereof.

"Demand Loan" shall mean the demand loan made available by Secured Party to Debtor in accordance with Section 4.01 hereof.

"Equipment" shall mean all items described as "equipment" in Section 9-109(2) of the Code, and all of Debtor's now owned and subsequently acquired equipment and fixtures, including without limitation, furniture, machinery, vehicles and trade fixtures, together with any and all accessories, parts and appurtenances thereto, substitutions therefor and replacements thereof.

"Event of Default" shall mean any of the events listed in Section 9 hereof.

"General Intangibles" shall mean "general intangibles" as defined in Section 9-106 of the Code, and all other intangible assets or intellectual property rights of any type or nature, whether or not registered.

"Indebtedness" shall mean, with respect to any Person, without duplication, (i) all obligations of such Person for borrowed money, or with respect to deposits with such Person or advances to such Person of any kind, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments; (iii) all obligations of such Person upon which interest charges are customarily paid; (iv) all obligations of such Person under conditional sale or other title retention agreements relating to property

purchased by such Person; (v) all obligations of such Person issued or assumed as the deferred purchase price of property or services (other than trade payables and accrued expenses incurred in the ordinary course of business not yet due and payable or not yet more than 60 days in arrears or with respect to which such Person is contesting in good faith the amount or validity thereof; (vi) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed; (vii) capitalized lease obligations; (viii) all guaranties of such Person; (ix) all obligations of such Person under any interest rate protection agreement; and (x) all obligations of such Person under or with respect to letters of credit and bankers acceptances.

"Inventory" shall mean all of Debtor's inventory, whether now owned or hereafter acquired, including without limitation:

(a) all goods manufactured or acquired for sale or lease, and any piece goods, raw materials, work in process and finished merchandise, goods, incidentals, office supplies, packaging materials, and any and all items, including machinery and equipment used or consumed in the operation of the business of Debtor and which contribute to the finished product or to the sale, promotion and shipment thereof, in which Debtor now or at any time hereafter may have an interest whether or not such inventory is listed in this Agreement or on any reports furnished to Secured Party from time to time;

(b) all inventory whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of Debtor or is held by Debtor or by others for Debtor's account, including without limitation all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers;

(c) all inventory which may be located on premises of Debtor or of any carrier, forwarding agents, truckers, warehousemen, vendors, selling agents or third parties;

(d) all general intangibles relating to or arising out of inventory; and

(e) all proceeds and products of the foregoing resulting from the sale, lease or other disposition of inventory, including cash, accounts receivable, other non-cash proceeds and trade-ins.

"Loan Documents" shall mean this Agreement, with attached exhibits and schedules, the Note, Closing Certificates, Uniform Commercial Code financing statements, the Other Agreements and such other instruments and documents as Secured Party may require to evidence and perfect its security interest in the Collateral.

"Loans" shall mean all loans and advances made by Secured Party to Debtor pursuant to this Agreement.

"Maturity Date" shall mean the date Secured Party demands payment of all of Debtor's Indebtedness.

"Net Worth" shall mean as of any time, the difference between: (a) Debtor's total assets as they would normally be shown on Debtor's consolidated balance sheet, including all value attributable to goodwill, patents, trademarks, copyrights, licenses, prepaid expenses and general intangibles; and (b) Debtor's total liabilities and deferred charges as they would usually be shown on Debtor's consolidated balance sheet.

"Notice of Borrowing" shall mean an irrevocable written notice (in form and substance acceptable to Secured Party) or irrevocable telephone notice (immediately confirmed by such written

notice by facsimile) given by Debtor to Secured Party pursuant to which Debtor effects or otherwise requests Loans or advances hereunder.

"Obligations" shall mean and include all loans, advances, debts, liabilities, obligations, covenants and duties owing to Secured Party from Debtor of any kind or nature, present or future, whether or not evidenced by any note, guaranty or other instrument, whether arising under this Agreement or under any other agreement, instrument or document, whether or not for the payment of money, whether arising by reason of an extension of credit, opening of a letter of credit, loan, guaranty, indemnification, or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired. The term includes, without limitation, all interest, charges, expenses, fees, and any other sums chargeable to Debtor under this Agreement or any other Agreement with Debtor. The term further includes, without limitations, all costs and expenses of attorneys engaged by Secured Party, including local counsel fees and costs and expenses incurred by paralegals and other staff employed by such attorneys, and further, the fees, costs and expenses of appraisers, consultants, accountant or other professionals, other than the salaried employees of Secured Party, engaged in connection with the drafting and preparation of this Agreement or the Other Agreements or any amendments, restatements or modifications thereto, and the administration, enforcement and defense of this Agreement, the Other Agreements or the relationships and security interest created thereunder, or the collection of the Obligations. The term further includes all out-of-pocket expenses incurred by Secured Party, or its agents or employees incurred with respect to this Agreement, the Other Agreements, the relationship and security interest created thereunder, or the administration, defense or enforcement thereof and the collection of the Obligations.

"Other Agreements" shall mean all agreements, instruments and documents including, without limitation, the Demand Note, notes, guaranties, mortgages, deeds of trust, pledges, powers of attorney, consents, assignments, contracts, letters of credit, notices, security agreements, leases, financing statements, applications and all other written matter heretofore, now or hereafter executed by or on behalf of Debtor and delivered to Secured Party, or in connection with which Debtor may be indebted, the provisions of which are incorporated herein by reference.

"Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, entity, party or government (whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body, political subdivision or departments thereof).

"Prime Rate" shall mean the prime rate of interest LaSalle Bank National Association quotes or announces from time to time, whether or not such rate is the best or lowest rate available from LaSalle Bank National Association.

"Principal Balance" shall mean the unpaid principal balance of the Loan outstanding from time to time.

"Receivables" shall mean and include all of Debtor's present and future rights to payment for goods, merchandise or Inventory sold or leased or for services rendered, including, without limitation, those which are not evidenced by instruments or chattel paper, and whether or not they have been earned by performance, whether or not the same are listed on any schedules, reports or assignments furnished to Secured Party from time to time, or any letters of credit on which Debtor is named as beneficiary, contract rights, chattel paper, instruments, documents, insurance proceeds, and all such obligations whatsoever owing to Debtor, together with all instruments and all documents of title representing any of the foregoing, all rights in any goods, merchandise or Inventory which any of the same may represent, all rights in any returned or repossessed goods, merchandise and Inventory, and all right, title, security and

guaranties with respect to each of the foregoing, including, without limitation, any right of stoppage in transit, replevin and reclamation and all other rights and remedies of an unpaid vendor or lienor, and any liens held by the Debtor as a mechanic, contractor, subcontractor, processor, materialman, mechanist, manufacturer, artisan or otherwise.

"Receivables Debtor" shall mean that Person obligated to Debtor on any Receivable, whether one or more.

"Subordinated Indebtedness" shall mean Indebtedness of Debtor that is expressly subordinated to Debtor's Obligations hereunder pursuant to Subordination Agreements in form and substance acceptable to Secured Party.

"Total Unsubordinated Liabilities" shall mean all of Debtor's (i) Indebtedness for borrowed money; and (ii) Obligations, but excluding from such calculation all Subordinated Indebtedness.

General - Unless otherwise specifically defined in this Agreement, any accounting terms used in this Agreement that are not specifically defined shall have the meanings customarily given them in accordance with Generally Accepted Accounting Principles ("GAAP"). All other terms contained in this Agreement shall, unless the context indicates otherwise, have the meanings provided for by the Uniform Commercial Code of the State of Illinois ("Code") to the extent the same are defined therein.

Section 2. REPRESENTATIONS AND WARRANTIES

Debtor makes the following representations and warranties to Secured Party and all future holders of any part of the Obligations. Such representations and warranties shall be true in all material respects throughout the entire term of this Agreement and thereafter so long as any of the Obligations remain unpaid.

2.01 Places of Business/Collateral Locations

Debtor's chief executive office, principal place of business and all other offices and locations of the Collateral and books and records related thereto (including, without limitation, computer programs, printouts and other computer materials and records concerning Collateral) are set forth on **Schedule 2.01** attached hereto. No Debtor shall remove its books and records or the Collateral from any such locations (except for removal of items of Inventory upon sale in the ordinary course of business) and shall not open any new offices or relocate any of its books and records or the Collateral except within the continental United States of America, and unless prior to such transfer such Debtor satisfies each of the following: (i) such Debtor provides Secured Party at least thirty (30) days prior written notice of such relocation; (ii) such Debtor specifically identifies the Collateral being transferred in such detail as Secured Party then requests; (iii) such Debtor provides Secured Party with a certificate executed by the duly authorized officer of Debtor which certificate verifies to Secured Party that the location of such Collateral at such new facility shall not in any way release, subordinate, affect, modify, terminate or alter or have any other negative impact whatsoever on the first position security interests in such Collateral granted to Secured Party under this Agreement; and (iv) such Debtor executes and causes to be executed such other documents and filings as Secured Party deems necessary, appropriate or expedient for maintaining Secured Party's first position security interests in such Collateral on a continuing basis following any such relocation of any such Collateral.

2.02 Financials and Information

Debtor has provided Secured Party with copies of its most recent consolidated financial statements, and internal financial statements prepared by Debtor's management. All financial information, statements, warranties, projections, balance sheets, cash flow statements and reports that Debtor provides from time to time to Secured Party shall be referred to as the "**Financial Statements**".

The Financial Statements which Debtor has delivered or will deliver to Secured Party fully and fairly present the financial condition of Debtor, and the results of its operations for the respective periods indicated on such Financial Statements. The Financial Statements were prepared and all future Financial Statements will be prepared in accordance with GAAP, applied on a consistent basis with prior periods. There has been no material adverse change in either Debtor's financial condition or business since the date as of which the most recent internal financials were prepared.

2.03 Liens and Encumbrances

None of the properties or assets of any Debtor is subject to any liens or encumbrances, other than liens in favor of Secured Party.

2.04 Contingent Liabilities

Debtor is not a party to any suretyship, guarantyship, or other similar type agreement; nor has it offered its endorsement to any individual concern or acted or failed to act in any manner that would in any way create a contingent liability that does not appear in the Financials. Debtor has no pending obligations or liabilities, except trade payables arising since the date of the most recent Internal Financials in the ordinary course of business, which would adversely affect its business operations or the Collateral.

2.05 Use of Proceeds

The proceeds of the Loans shall be used to refinance the Citizens Loan and for working capital purposes. In no event shall the proceeds be used, directly or indirectly, to purchase traded securities or to repay indebtedness incurred to purchase such securities.

2.06 Authority

The execution and delivery of this Agreement, and the performance by Debtor of its obligations hereunder and under the Other Agreements has been duly authorized by resolution of the Board of Directors of Debtor, which resolution remains in full force and effect, will not constitute a default under or violate (whether by the lapse of time, the giving of notice or otherwise) any provision of the Articles of Incorporation of Debtor, its Bylaws, or any contract, deed, agreement or other instrument to which Debtor or any of its properties are bound. Debtor has duly executed and delivered each Loan Document and each Loan Document constitutes Debtor's legal, valid and binding obligation, enforceable against it in accordance with said Loan Documents' terms, except as bankruptcy, insolvency, similar laws which affect creditors' rights generally or general equity principles may limit such enforceability.

2.07 Organization

Debtor is duly organized and existing in good standing under the laws of the State of Illinois, is qualified to do business and is in good standing in all other states in which such qualifications and good standing are necessary in order for Debtor to conduct its business and own its property as conducted and owned in such states, and has all requisite powers and authority, corporate or otherwise to conduct its business, to own its property and to execute, deliver and perform all of its obligations under this Agreement.

2.07A. Outside Consents

No Person has any rights to acquire ownership or equity interests in, or the right to control the voting interests of Debtor. Debtor does not have any of its stock or other equity or ownership interests subject to any warrant, redemption, purchase or other obligation in favor of any Person. Debtor does not have to obtain the consent of any governmental authority or other Person for the execution and delivery of this Agreement, the Demand Note or any other Loan Documents or for the consummation of any of

the transactions incident to any of the preceding. Debtor did not issue any of its stock or other equity or ownership interest or securities of any type or nature in violation of any securities or similar laws of any governmental authority. All consents and approvals of, and filings and registrations with, and all other actions by, any Person (whether or not such Person is a governmental authority) required in order to make or consummate the transactions contemplated under this Agreement have been obtained, given, filed or taken and are or will be in full force and effect. Notwithstanding the foregoing, Secured Party acknowledges the restrictions on transfers of shares of stock in Debtor that are set forth in Debtor's Articles of Incorporation.

2.08 Other Identity

During the preceding five (5) years, Debtor has not been known by or done business under any other name, corporate or fictitious.

2.09 Tax Returns, Assessments

Debtor has duly filed all required (federal, state and local) tax returns and has paid all taxes and other sums due to any governmental authority. There are no government liens against Debtor or its property.

2.10 Bankruptcies

During the preceding five (5) years, Debtor has not filed or had filed against it any bankruptcy, receivership or similar petitions nor has it made any assignments for the benefit of creditors.

2.11 Contracts

No contract, governmental or otherwise, to which Debtor is a party, is subject to renegotiation, nor is Debtor in default of any material contract.

2.12 Litigation

No actions or proceedings have been or are expected by Debtor to be filed before any court or administrative agency nor is there any basis or claim therefore which will materially adversely affect the financial condition or operation of Debtor.

2.13 Collective Bargaining Agreements, Employee Benefit Plans

Debtor is not a party to any collective bargaining, union or pension plan agreement.

2.14 ERISA Compliance

No fact, including but not limited to, any "Reportable Event," as that term is defined in Section 4043 of the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time ("**Pension Reform Act**") exists in connection with any Pension Plan (herein called a "**Plan**") of Debtor which constitute grounds for termination of any such Plan by the Pension Benefit Guaranty Corporation or for the appointment by the appropriate United States District Court of a Trustee to administer any such Plan. No "Prohibited Transaction" within the meaning of Section 406 of the Pension Reform Act exists to Debtor's knowledge or will exist upon the execution and delivery of this Agreement or the performance by the parties hereto of their respective duties, and obligations hereunder. Debtor agrees to do all acts, including but not limited to contributions, necessary to maintain compliance with the Pension Reform Act and agrees not to terminate any such Plan in a manner or do or fail to do any act which could result in the imposition of a lien on any property of Debtor pursuant to Section 406B of the Pension Reform Act. Debtor has not incurred any withdrawal liability under the Multiemployer Pension Plan Amendment Act of 1980.

2.15 Compliance with Laws, Regulations

Debtor is not in violation of any notice, order, petition, or similar document in connection with or arising out of any environmental, health or safety law, regulation or order, and knows of no basis for any such violation or threat thereof. Debtor is not in violation of any other federal, state or local law, regulation or order. Debtor covenants that it shall file or cause to be filed in a timely manner all other reports, applications, estimates, licenses and other documents required by any governmental authority. If Debtor receives (i) any notice of any violation or administrative or judicial complaint or order having been filed or about to be requiring such Debtor to take any action in connection with the release and or clean-up of any "**Hazardous Material**" (any hazardous, toxic or dangerous waste, substance or material defined as such in or for purposes of "CERCLA" (the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (42 U.S.C. Sec. 9601, et seq.)) and all other applicable federal, state or local laws, ordinances and regulations referred to herein) or (ii) any notice from any governmental body or any other Person alleging that Debtor is or may be liable for costs associated with a response or clean-up of any Hazardous Materials or any damages resulting from such release, Debtor, promptly upon receipt thereof, shall provide Secured Party with a copy of such notice. Debtor shall, without cost and expense to Secured Party, comply or cause compliance with the requirements of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses, and regulations, including, without limitation, CERCLA, the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6901 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300f et seq.), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.), the Clean Air Act (42 U.S.C. Sec. 7401 et seq.) and other comparable federal, state or local laws, rules and/or regulations.

2.16 Licenses, Permits

Debtor possesses adequate licenses and permits to continue to conduct its business as heretofore conducted by it, each of which such licenses and permits Debtor represents to be in good standing and full force and effect. Each material license and permit of Debtor is listed and described on **Schedule 2.16** attached hereto, and Debtor will provide copies of such material licenses and permits upon the request of Secured Party.

2.16A Intellectual Property

All General Intangibles of Debtor, including but not limited to trade secrets, copyrights, trademarks, licenses, patents, software, tool kits, modules, modifications, derivative works and other intangible, industrial or intellectual property of any type or nature which Debtor uses, owns, has applied for, is developing, is licensed to use, is franchised to use, services or which otherwise constitute a part of Debtor's business shall be referred to in this Agreement collectively as "**Intellectual Property**". All Intellectual Property is valid, subsisting, in good standing and uncontested, except as provided for in the settlement agreement referred to in **Schedule 2.16A** attached hereto. Debtor either owns exclusive, full and clear title to its Intellectual Property or has the legal, unencumbered right to use the Intellectual Property it licenses, except that certain photographs and graphic materials used by Debtor are licensed under agreements permitting a single use only. No employees or former employees of Debtor or independent contractors retained by Debtor have any claim to or title in any Intellectual Property, except that certain photographs and graphic materials used by Debtor are licensed under agreements permitting a single use only. None of the Intellectual Property which is or could be a subject of any patent, copyright, trademark or other registration (whether in the United State or any other governmental authority) has been claimed or judged to be invalid or unenforceable in whole or in part. Debtor has taken all actions and effectuated all registrations necessary to protect and to maintain its exclusive title to its Intellectual Property throughout the world, and necessary to maintain the existence of the Intellectual Property in the United States and in any other governmental authority in which such Debtor conducts any business, except for those Cobblestone titles listed on **Schedule 2.16A**, which have not been registered.

Upon demand from Secured Party, Debtor shall deliver to Secured Party copies of all documents that establish or evidence the Intellectual Property in any way, and/or completed an accurate description of all such Intellectual Property. Except as set forth on **Schedule 2.16A** attached hereto, Debtor has no registered Intellectual Property. Debtor has implemented adequate procedures to maintain the confidentiality and/or trade secret status of any Intellectual Property that is confidential and/or a trade secret in nature. The Intellectual Property does not infringe upon any patents, copyrights, trademarks, licenses, trade secrets or franchises which any other Person or entity may own or claim.

2.17 Ownership of Collateral

Debtor has and shall continue to have so long as Debtor is obligated to Secured Party, good, indefeasible and merchantable title to and ownership of the Collateral (except for those items of Collateral that are licensed or leased by Debtor in the ordinary course of business), free and clear of all liens, encumbrances, security interest and claims except the lien and security interests hereby granted Secured Party. Debtor is fully authorized to sell, transfer, pledge and/or grant a security interest in each and every item of the Collateral to Secured Party; all documents and agreements evidencing ownership of Collateral shall be true and correct in all material respects what they purport to be; all signatures and endorsements that appear thereon shall be genuine and all signatories and endorsers shall have full capacity to contract; none of the transactions underlying or giving rise to the Collateral shall violate any applicable state or federal laws or regulations; all documents relating to the Collateral shall be legally sufficient under such laws or regulations and shall be legally enforceable in accordance with their terms; and Debtor agrees to defend the Collateral against the claims of all persons other than Secured Party.

2.18 Additional Instruments

Debtor shall from time to time do whatever Secured Party reasonably may request by way of obtaining, executing, delivering and filing financing statements, landlord's or mortgagee's waivers, and other notices, agreements, documents, instruments and amendments and renewals thereof, and Debtor will take any and all reasonable steps and observe such formalities as Secured Party may request, in order to create and maintain a valid and enforceable first lien upon, pledge of, and paramount security interest in, any and all of the Collateral. Secured Party is authorized to file financing statements without Debtor's signature or to execute and file such financing statements on Debtor's behalf as specified by the Code to perfect or maintain its security interest in all of the Collateral. Debtor agrees that a carbon, photographic, photostatic, or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. All charges, expenses and fees Secured Party may incur in filing any of the foregoing, together with costs and expenses of any lien search required by Secured Party, and any taxes relating thereto, shall be charged to the Loans and added to the Obligations.

2.19 Debtor's Financial Condition

Debtor now has and shall have at all times hereafter capital sufficient to carry on its current business and other transactions and those in which it may hereafter engage. Debtor is now and at all times hereafter shall be solvent and able to pay its debts as they mature. Debtor now owns property having a value, both at fair valuation and at present fair salable value, greater than the amounts required to pay Debtor's debts.

2.20 Ownership of Receivables

Debtor is the true and lawful owner of its Receivables, and has, or at the time each Receivable comes into existence will have, good and clear title to each Receivable, subject to Secured Party's rights thereto.

Each Receivable is, or at the time it comes into existence will be a true and correct statement of:

- (a) the bona fide indebtedness of each Receivable Debtor; and
- (b) the amount owing for merchandise sold and delivered to, or for services performed for and accepted by, such Receivable Debtor.

There are no defenses, counterclaims, discounts or set offs that may be asserted against Receivables. To Debtor's knowledge, there are and will not be any facts, events or occurrences which in any way impair the validity or enforcement of any Receivables or reduce the amount payable thereunder from the amount of the invoice and on all associated contracts, invoices and statements delivered to Secured Party. To Debtor's knowledge, there are and will not be any proceedings or actions which are threatened or pending against any Receivables Debtor which might result in any material adverse change in its financial or other condition.

2.21 Machinery and Equipment - Vehicles

Debtor will deliver to Secured Party, upon request, a certificate of title for each material item of Collateral consisting of vehicles or mobile equipment. In the event any material additions to machinery and equipment consist of vehicles or mobile equipment for which a Certificate of Title is required under the laws of the appropriate state, Debtor shall transfer possession of such Certificate of Title to Secured Party and shall take such other actions as may be required by Secured Party in connection therewith. In addition, each Debtor covenants to report to Secured Party, in writing, no later than ten (10) days prior to the transfer of any item of machinery, equipment or vehicles to any state other than that where it is located at the date of this Agreement when such transfer is likely to be for a period of more than ninety (90) days. Such writing shall identify the item, the point to which it is being transferred and such other information as Secured Party may require.

2.22 Incorporated Representations

All representations and warranties of Debtor contained in the Loan Documents are herein incorporated as if fully set forth herein.

Section 3. COVENANTS

Debtor makes the following covenants which shall survive the initial disbursement of any proceeds of the Loans and shall be in effect throughout the term of this Agreement and so long as any Obligations remain unpaid:

3.01 Insurance

Debtor shall have and maintain at all times:

- (a) with respect to its property, including Inventory, insurance against risks of fire, theft, pilferage, so-called extended coverage and sprinkler leakage,
- (b) with respect to motor vehicles, collision, comprehensive and bodily injury insurance, and
- (c) insurance against other risks (including without limitation product and umbrella liability) customarily insured against by companies engaged in businesses similar to that of such Debtor. All insurance shall be in amounts satisfactory to Secured Party, and shall contain such terms, be in such form, be for such periods and be written by such companies as may be satisfactory to Secured Party. Debtor shall cause Secured Party to be endorsed as a loss payee with a loss payable clause acceptable to Secured Party. In the event of failure to provide and maintain insurance as herein provided, Secured Party may, at its option, provide such insurance and charge the amount thereof to the appropriate Loan account. Debtor shall furnish to Secured Party certificates or other evidence satisfactory to Secured

Party of compliance with the foregoing insurance provisions. In the Event of Default, Secured Party is hereby appointed Debtor's attorney-in-fact to make proofs of loss and claims for insurance, and to receive payments of the insurance and execute all documents, checks and drafts in connection with payment of the insurance.

3.02 Taxes and Charges

Debtor will comply with all applicable statutes and governmental regulations and pay and discharge, before any penalty attaches thereto for nonpayment thereof, all taxes, assessments and governmental charges of any kind levied upon or assessed against Debtor, the Collateral, any income therefrom or upon the subject of the security interest of Secured Party; provided, however, that Debtor shall not be required to pay any such taxes, assessments, or other governmental charges so long as it shall in good faith contest the validity thereof, and if such contest is made Debtor will provide for the payment of the taxes, assessments or other governmental charges so contested in a manner satisfactory to Secured Party. In the event Debtor, at any time, fails to pay such taxes and charges, or to obtain discharges, subject to the provisions of the preceding sentence relative to contesting such items, Secured Party may, in its sole discretion, without waiving or releasing any Obligation or liability of Debtor or any Event of Default, make such payment, or any part thereof, or obtain such discharge or take other action with respect thereto which Secured Party deems advisable. All sums so paid by Security Party and any expenses incurred by Secured Party in connection therewith, including attorney's fees, shall be immediately due and payable from such Debtor to Secured Party.

3.03 Liens

Secured Party shall have the right, but shall not be obligated, to pay and to charge as an advance to the Demand Loan account any lien or other charge upon or against any or all Collateral including, without limitation, those liens or Charges arising under any statute or in favor of landlords, taxing authorities (including but not limited to withholding taxes), governments, public and private warehousemen, common and private carriers, processors, finishers, stevedores, mechanics, artisans, laborers, attorneys, courts or others unless, within ninety (90) days from the accrual of any such liens or Charges, Debtor diligently contests and satisfies or discharges Secured Party against said liens or Charges.

3.04 Notices to Secured Party

Debtor shall give prompt written notice to Secured Party of:

- (a) any dispute that may arise between any Debtor and any governmental regulatory body or law enforcement authority including tax;
- (b) any Event of Default or any event, which, upon a lapse of time or notice or both, would become an Event of Default;
- (c) all litigation where the amount claimed in any one suit or action is Ten Thousand Dollars (\$10,000) or more;
- (d) any labor controversy resulting in or threatening to result in a strike or work stoppage against Debtor;
- (e) any proposal by any public authority to acquire the assets or business of Debtor;
- (f) any proposed or actual change of Debtor's name, identity or corporate structure; or

(g) any other matter, which has resulted or may result in a material adverse change in Debtor's financial condition or operations.

3.05 Merger, Sale or Consolidation

During the term of this Agreement or so long as any of Debtor's Obligations remain unpaid, without Secured Party's prior written consent, Debtor shall not merge into, consolidate with, be acquired by or acquire any other Person or substantially all of the assets of any other Person, or sell or otherwise dispose of substantially all its assets or any of its assets, except in the ordinary course of its business and so long as after the consummation of any such action, Debtor remains in compliance with the financial covenants contained in Section 3.06 below.

3.06 Operation of Debtor's Business

Except with the prior consent of Secured Party, Debtor, jointly and severally, makes the following covenants during the term of this Agreement or so long as any of Debtor's obligations remain unpaid:

(a) Dividends/Distributions

Debtor shall not declare or pay cash or stock dividends upon any of Debtor's stock or make any distributions of Debtor's property or assets or make any loans, advances and/or extensions of credit to, or investments in, any Persons, including without limitation, any of Debtor's Affiliates, officers or employees, if, as a result of any such event, Debtor would not be in compliance with any of the financial covenants hereof;

(b) Capital Structure

Debtor shall not redeem, retire, purchase or otherwise acquire, directly or indirectly, any of Debtor's capital stock, or make any material change in Debtor's capital structure or in any of Debtor's business objectives, purposes and operations which might in any way adversely affect the repayment of the Obligations. All of the outstanding shares of the capital stock of Debtor are validly issued, fully paid and non-assessable, and have been issued in compliance with all applicable federal and state laws, rules and regulations, including, without limitation, all so-called "**Blue-Sky**" laws;

(c) Transactions With Affiliates

Debtor shall not enter into, or be a party to any transaction with one of such Debtor's Affiliates, except in the ordinary course of business and pursuant to the reasonable requirements of Debtor's business and upon fair and reasonable terms which are fully disclosed to Debtor and are no less favorable to Debtor than Debtor would obtain in a comparable arm's length transaction with a Person not Debtor's Affiliate;

(d) Other Transactions

Debtor shall not enter into any transaction which materially and adversely affects its business, operations, assets, or condition (financial or otherwise) or the Collateral or Debtor's ability to repay all Obligations.

(e) Guaranties

Debtor shall not directly or indirectly become liable with respect to the obligations or liabilities of any Person, except as expressly permitted herein;

(f) Deposits/Withdrawals

Debtor shall not, except with respect to transactions otherwise permitted hereunder, make deposits to or withdrawals from any of such Debtor's deposit accounts for the benefit of any of its Affiliates;

(g) Encumbrances

Debtor shall not, except as otherwise expressly permitted herein, encumber, pledge, mortgage, grant a security interest in, assign, sell, lease or otherwise, dispose of or transfer, whether by sale, merger, consolidation, liquidation, dissolution, or otherwise any of Debtor's assets;

(h) Indebtedness

Debtor shall not incur, without consent of Secured Party, Indebtedness for borrowed money other than the Obligations, except in the ordinary conduct of Debtor's business (e.g. trade payables to suppliers of Inventory);

(i) Capital Expenditures

Debtor shall not, in the aggregate make or incur obligations for any capital expenditures in any fiscal year, including, without limitation, capitalized lease obligations, in an amount that exceeds \$250,000.

(j) Contingent Sales

Debtor shall not make a sale to any customer on a bill-and-hold, guaranteed sale, sale and return, sale on approval, consignment, or any other repurchase or return basis;

(k) Books and Records

Debtor shall not remove its respective books and records concerning the Collateral, or the Collateral, from the locations set forth in Section 2.01 or keep any of such books and records or the Collateral at any other office or location, unless Debtor gives Secured Party written notice thereof at least thirty (30) days prior thereto and the same is within the continental United States of America;

(l) Investments

Debtor shall not, other than in the ordinary course of its business, make any investment in the securities of any Person; provided, however, notwithstanding the foregoing, Debtor may make investments in certificates of deposits of a banking institution insured by the Federal Deposit Insurance Corporation the ("FDIC"), in the amounts not to exceed the maximum amount insured by the FDIC;

(m) Type of Business

Debtor shall not make any material change in the type of business it now conducts.

(n) Fiscal Year

Debtor shall not change its fiscal year.

3.07 Inventory

Secured Party may examine and inspect the Inventory upon reasonable advance notice to Debtor. Debtor shall maintain a perpetual Inventory. Debtor agrees to perform any and all steps reasonably requested by Secured Party to protect Secured Party's rights in the Inventory such as leasing warehouses to Secured Party or Secured Party's designee, placing and maintaining signs, appointing custodians, maintaining Inventory records, placing notations on Debtor's books of account to disclose Secured Party's security interest therein, delivering to Secured Party warehouse receipts covering that portion of the Inventory located in warehouses for which warehouse receipts are issued, transferring Inventory to warehouses designated by Secured Party's account and subject to Secured Party's instructions. Debtor will deliver to Secured Party a negotiable document of title to any Inventory becoming subject thereto and any letters of credit on which Debtor is named as beneficiary. From time to time, Debtor shall, upon Secured Party's request, execute and deliver confirmatory written instruments pledging to Secured Party the Inventory described in any such listings or otherwise; provided, however, the Secured Party's failure to execute and deliver such confirmatory instruments shall not affect or limit Secured Party's security interest in other rights in and to the Inventory. Until all Obligations have been fully satisfied, Secured Party's security interest in the Collateral, whether now owned, or hereafter acquired, and all proceeds and products thereof, shall continue in full force and effect.

Debtor shall, upon Secured Party's request, execute and deliver to Secured Party schedules of Inventory specifying Debtor's cost of Inventory and such other matters as Secured Party may request.

3.08 Inspection of Books and Records

Debtor shall permit, upon advanced reasonable notice, representatives of Secured Party to inspect Debtor's books and records during regular business hours, and make copies thereof or extracts therefrom and to arrange for verification of Receivables, under reasonable procedures established by Secured Party, directly with the Receivable Debtors.

3.09 Intentionally Omitted

3.10 Principal Depository/Minimum Balances

During the term of this Agreement, Debtor will open accounts and establish and maintain its primary depository relationship with LaSalle Bank National Association ("LaSalle").

3.11 Machinery and Equipment

(a) **Maintenance.** Debtor shall keep and maintain its machinery and equipment in good operating condition and repair and shall make all necessary replacements thereof so that the value, utility and operating efficiency thereof at all times will be maintained and preserved. Debtor shall promptly inform Secured Party of any material additions to or deletions from the machinery and equipment.. Debtor shall not permit any such items to become affixed to real estate in such manner that such items of machinery and equipment will become a fixture or any accession to other personal property. Debtor shall, upon Secured Party's request, deliver to Secured Party all evidence of ownership of the material machinery and equipment (including, without limitation, bills of sale, certificates of title and applications for title). For purposes of this paragraph, "material" additions or deletions of machinery or equipment shall be defined as additions or deletions of machinery or equipment with a new value of \$25,000 or more.

(b) **Proceeds.** Debtor shall not sell, transfer, lease, grant a security interest in or otherwise dispose of or encumber the machinery and equipment or any part thereof to any Person other than Secured Party; provided however, that in any fiscal year Debtor may sell or otherwise dispose of

machinery and equipment with an aggregate book value not to exceed \$100,000. If any machinery and equipment is sold, transferred or otherwise disposed of as permitted in this Section, and the proceeds of the sale, transfer or disposal of any item exceeds \$25,000, Debtor promptly shall notify Secured Party of such fact and, upon Secured Party's request, deliver all the cash proceeds of such sale, transfer or disposition to Secured Party, which proceeds shall be applied to the repayment of the Obligations; provided, however, that with Secured Party's prior consent Debtor may use the proceeds of such sale, transfer or disposition to finance the purchase or replacement machinery and equipment. Debtor shall deliver to Secured Party written evidence, satisfactory to Secured Party, of the use of the proceeds for such purchase. All replacement machinery and equipment purchased by Debtor shall be free and clear of all liens, claims, security interests and other encumbrances, except for the security interests granted to Secured Party, and purchase money security interests consented to in writing by Secured Party.

3.12 Field Examinations.

Debtor shall allow Secured Party to conduct annual field examinations of Debtor's books and records, facilities, Inventory and other Collateral, assets and premises. Debtor shall cooperate fully with Secured Party in conducting such field examinations and shall reimburse Secured Party for the cost of such field examinations.

Section 4. LOANS AND TERMS OF PAYMENT

4.01 Amount of Loan and Mechanics of Requesting Advances

(a) **Amount of Loan.** Subject to the terms and conditions of this Agreement on the Closing Date, provided (i) no Event of Default exists and (ii) all of the terms and conditions of this Agreement have been satisfied: Secured Party agrees to lend to Debtor from time to time after the Closing Date and on or before the Maturity Date, such sums for working capital and the refinancing of the Citizens Loan as the Debtor may from time to time request, but not to exceed \$3,000,000. The aggregate principal amount of borrowings at any one time outstanding hereunder shall not be greater than \$3,000,000, as reduced by (i) the amount of all advances Secured Party makes to Debtor hereunder then remaining unpaid, and (ii) all other credits or indulgences Secured Party grants to Debtor under the Demand Loan from time to time, if any.

(b) **Mechanics of Requesting Advances.** In order to effect an advance hereunder, an authorized officer of Debtor shall give Secured Party (and LaSalle) a Notice of Borrowing not later than 11:00 a.m. (Chicago time) on the Business Day of the proposed borrowing date. Each Notice of Borrowing shall specify: (A) the principal amount of the Loans to be made pursuant to such borrowing, and (B) the date of such borrowing (which shall be a Business Day). The records of Secured Party as to the interest rate applicable to a particular advance shall be binding and conclusive absent manifest error. There shall be no minimum advance request. All advances, when aggregated with all other principal then outstanding under the Demand Loan, shall not exceed \$3,000,000. After an Event of Default, Debtor expressly understands and agrees that nothing set forth in this Agreement at any time shall require Secured Party to make loans or other extensions of credit to Debtor.

4.02 Interest

(a) **Interest.** Except as set forth in Section 4.02(g), Debtor's Obligations shall bear interest at a per annum rate equal to the rate of interest set forth in Section 4.04.

(b) **Interest Computation.** Interest shall be computed on the basis of a year consisting of 360 days and charged for actual number of days during the period for which interest is being charged.

(c) **Maximum Interest.** Notwithstanding any provision to the contrary herein contained, Secured Party shall not collect a rate of interest on any obligation or liability due and owing by Debtor to

Secured Party in excess of the maximum contract rate of interest permitted by applicable law. Secured Party and Debtor have agreed that the interest laws of the State of Illinois shall govern the relationship between them. All interest found in excess of that rate of interest allowed and collected by Secured Party shall be applied to the Principal Balance of each Loan in such manner as to prevent the payment and collection of interest in excess of the rate permitted by applicable law.

(d) Prepayment

(i) Voluntary Prepayment. The Debtor may prepay the Principal Balance of the Loans in whole or in part without penalty or premiums.

(ii) Application of Prepayments. All prepayments of the Principal Balance of any of the Loans shall be applied to the Principal Balance of said Loan as directed by Debtor in the inverse order of maturity thereof.

(e) Payments after Event of Default. All payments received by Secured Party during the existence of an Event of Default and after the acceleration of Debtor's Obligations shall be applied to Debtor's Obligations in such manner as Secured Party shall elect.

(f) Method of Payment; Good Funds. Payments on the Note shall not be deemed to have been received by Secured Party until Secured Party is in receipt of funds available to Secured Party at or before 2:00 p.m. Illinois time on a Business Day.

(g) Default Rate. Upon the occurrence of an Event of Default, Debtor's Obligations shall bear interest at the Default Rate, which interest shall be payable on demand. Debtor hereby authorizes Secured Party, in its sole discretion, to charge any of Debtor's accounts to make any payments of principal, interest or fees required by this Agreement.

4.03 Demand Note. The borrowings under Section 4.01 above shall be evidenced by a Demand Note in the principal amount of \$3,000,000 (herein, together with any and all amendments, modifications, renewals, extensions, restatements and substitutions thereof and therefor, collectively called the "**Demand Note**" or the "**Note**"). The Note shall be in the form set forth in Exhibit "A" attached hereto, shall be dated the Closing Date and shall mature on the Maturity Date, unless sooner due in accordance with the terms of this Agreement or the Note. At the time of the initial borrowing under the Demand Loan, and at each time an additional borrowing shall be requested under said Demand Loan, or a repayment made in whole or in part thereon, an appropriate notation thereof shall be entered by Secured Party in its books and records.

4.04 Payments of Principal and Interest. Debtor shall repay all principal and interest due under the Loan as follows: Debtor shall pay monthly payments of interest only on the balance of the principal outstanding from time to time at a rate of interest equal to the applicable Prime Rate, commencing December 1, 2000, and continuing on the last Business Day of each calendar month thereafter until the Maturity Date. Debtor shall pay all principal and accrued but unpaid interest due under the Demand Loan, together with any Default Rate interest and other costs due under said Demand Loan, and all other associated Liabilities, in full on the Maturity Date.

4.05 Intentionally Omitted

4.06 Statement of Account. At least once each month during the term of this Agreement, Secured Party shall render to Debtor a statement of account which statement shall be presumed correct and accurate and shall constitute an account stated between Secured Party and Debtor unless thereafter waived in writing by Secured Party in its sole discretion or unless Debtor notifies Secured Party in writing to the contrary within thirty (30) days of the date on which said statement was sent to Debtor,

specifying the errors or omissions therein, provided that Secured Party's failure to render such statement shall not be considered a breach of this Agreement.

4.07 Terms of Repayment; Waivers. Except as otherwise expressed provided for in this Agreement, Debtor waives presentment and protest of any instrument and notice thereof, notice of default and, to the extent permitted by applicable law, all other notices to which Debtor might otherwise be entitled. Secured Party shall have the continuing and exclusive right to apply or reverse and re-apply any and all payments to any portion of the Obligations. To the extent that Debtor makes a payment or payments to Secured Party or Secured Party receives any payment or proceeds of the Collateral for Debtor's benefit, which payment(s) of proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential set aside and/or required to be repaid to a trustee, debtor in possession, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by Secured Party.

Section 5. SECURITY INTEREST

Debtor, in order to secure its Obligations hereunder, hereby grants to Secured Party, and its successors and assigns, a continuing first and prior security interest in the Collateral, whether now owned or hereafter acquired. The security interests in the Collateral that Debtor has granted to Secured Party under this Agreement are first position, indefeasible security interests in all the Collateral. Notwithstanding any termination of this Agreement, until Debtor pays in full all of the Obligations arising under this Agreement and the Loan Documents, Secured Party shall retain its security interests in the Collateral and all of its rights and remedies under the Agreement and the Loan Documents, and Debtor shall continue to remit to Secured Party collections of Receivables and proceeds of Collateral as provided in this Agreement.

Section 6. FINANCIAL INFORMATION

6.01 Financial Statements and Other Information

Debtor will maintain a standard system of accounting and furnish to Secured Party:

(a) Monthly Financial Statements and Reports

As soon as available, and in any event within twenty (20) days after the end of each calendar month, a copy of (i) the consolidated balance sheet of Debtor, as of the end of such calendar month, (ii) the consolidated statements of income, cash flow, and shareholder's equity for such calendar month, all in reasonable detail, containing such information as Secured Party may require and compiled by Debtor, and certified as complete and correct (subject to year-end adjustments) by the chief financial officer of Debtor and (iii) a certificate of Debtor executed by the chief financial officer confirming the compliance by Debtor of the covenants set forth in Section 3.06 hereof.

(b) Annual Financial Statements

As soon as available and in any event within ninety (90) days after the last day of each fiscal year, the consolidated balance sheet, statements of earnings, statement of cash flow and statement of retained earnings as of the end of each such fiscal year of Debtor, and, in each case setting forth in each case in comparative form with the corresponding figures of the previous fiscal year, all in reasonable detail, and prepared by Debtor, and accompanied by an opinion of Debtor's Accountant, together with a certificate of the Accountants which shall state that (i) the review by the Debtor's Accountant in connection with the preparation of such financial statements has been conducted in accordance with generally accepted auditing standards and that the Accountants believe that the review provides a reasonable basis for their opinion; (ii) such financial statements have been prepared in accordance with

generally accepted accounting principles and that such financial statements prepared are consistent with those prepared by Debtor in prior periods; (iii) such financial statements fairly present the financial position, results of operations and cash flows of Debtor, and (iv) after the examination of the books and records of Debtor, they have no knowledge of any violation of any term or provision of this Agreement.

Section 7. COLLECTION OF RECEIVABLES BY DEBTOR

Until Secured Party exercises its rights to collect the Receivables under Section 8 hereof, Debtor will collect with diligence all Debtor's Receivables.

Section 8. DIRECT COLLECTION OF RECEIVABLES BY SECURED PARTY

Debtor's authority to collect Receivables may be terminated by Secured Party in the event of the occurrence of any of the events or conditions set forth in Article 9 below.

Section 9. DEFAULT

9.01 Events of Default

The following occurrences are Events of Default:

(a) a default by Debtor in the prompt payment of any Obligations within five (5) days after the due date under this Agreement or any Other Agreement;

(b) Debtor fails to perform or observe any agreement, covenant or obligation arising under Sections 3.01, 3.04(b), 3.04(f), 3.05, 3.06(a), 3.06(b), 3.06(d), 3.06(e), 3.06(k), 3.06(m), 3.08 or 3.12 of this Agreement; or within thirty (30) days after notice and demand fails to perform or observe any other agreement, covenant or obligation arising under any other Section or subsection of Article 3 of this Agreement;

(c) failure of Debtor, within thirty (30) days after notice and demand to promptly, fully and faithfully satisfy, perform, discharge, observe any agreement, covenant or obligation arising under this Agreement or any Other Agreement not specifically described above (including the covenants contained in Article 6 above);

(d) any material statement or representation made for the purpose of obtaining credit under this Agreement or Other Agreement, including under Article 2 of this Agreement, proves false in any material respect;

(d) Debtor becomes insolvent, makes assignment for the benefit of creditors, becomes unable to pay its debts as they mature, or ceases business operations;

(e) commencement of any proceeding by or against Debtor under any bankruptcy, reorganization, state receivership, arrangement, readjustment of debts or moratorium law or statute which is not dismissed within sixty (60) days;

(f) issuance of any writ of attachment or execution, garnishment, tax lien or other legal process against the Collateral or any other property of Debtor which is not dismissed within sixty (60) days;

(g) any assessment for taxes against Debtor, other than for real property taxes and taxes being contested in good faith by Debtor, by any federal, state or any local government body or department or agency thereof which has not been discharged or paid within sixty (60) days; or

(h) if there is any material loss, theft or substantial damage to or destruction, sale or encumbrance of any Collateral (except as permitted under the terms of this Agreement) or if at any time Secured Party loses any of its security interests under this Agreement, or if said security interests are in any way diminished, altered or modified in a manner which is or could be to the material detriment of Secured Party; or

(i) if Debtor defaults in the payment when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) of any amount owing in respect of any Indebtedness, or Debtor defaults in the performance or observance of any material obligation or condition with respect to such Indebtedness. An Event of Default also shall exist if any other event occurs or condition exists, if the effect of such event or condition is to accelerate the maturity of any Indebtedness Debtor owes to any Person, or if any such Indebtedness otherwise becomes or is declared to be due and payable prior to its stated maturity other than as a result of a regularly schedule payment, or if any other event of default occurs under any documents evidencing such Indebtedness and/or any law of any governmental authority concerning such Indebtedness.

9.02 Acceleration in Event of Default or Demand

Upon the occurrence of any Event of Default, all Obligations of Debtor to Secured Party, shall, at the option of Secured Party and notwithstanding any time allowed in any instrument evidencing an Obligation or in any Other Agreement, immediately become due and payable without demand and without notice to Debtor. Thereafter, Secured Party shall have no obligation to make any further advances pursuant to this Agreement.

Section 10. REMEDIES UPON DEFAULT

10.01 Remedies

If Debtor fails to pay its Obligations upon the occurrence of an Event of Default or on the Maturity Date thereof, Secured Party may, at its option and without further demand or notice to Debtor and without a prior court hearing, do any one or more of the following:

(a) immediately take possession of the Collateral wherever it may be found, together with all or any of Debtor's records identifying the Collateral, and Debtor waives all claims for damages due to or arising from any such taking;

(b) Secured Party shall have the right to require the Debtor to assemble the Collateral and make it available to Secured Party at a place designated by Secured Party;

(c) proceed in the foreclosure of Secured Party's security interest and sale of the Collateral in any manner permitted by law, or provided for herein or in any other security document;

(d) sell, lease or otherwise dispose of the Collateral in a commercially reasonable manner at public or private sale, with or without having the Collateral at the place of sale, and on terms and in such manner as Secured Party may determine;

(e) retain the Collateral in full satisfaction of the obligations secured by it;

(f) setoff the Obligations against the funds of Debtor on deposit with Secured Party, on demand, or represented by any obligations issued by Secured Party to Debtor;

(g) apply to any court of appropriate jurisdiction for the appointment of a receiver to take possession of the Collateral, to which appointment Debtor hereby expressly consents; or

(h) exercise any other rights or remedies of a secured creditor under the Uniform Commercial Code.

10.02 Alternative Remedies/Waiver by Debtor

Secured Party shall have the right to enforce one or more remedies partially, successively, or concurrently, and any such action shall not stop or prevent Secured Party from pursuing any further remedy that it may have hereunder or by law. Secured Party shall have the right to proceed against any Collateral of any Debtor in any manner or order it so chooses to satisfy all Obligations and Debtor waives any right it may have requiring the Secured Party to proceed against Debtor, or any or all Debtor's Collateral. To the fullest extent permitted by applicable law, Debtor covenants that it will not at any time insist upon or plead or in any manner whatever claim or take any benefit or advantage of any law requiring the marshalling of assets. Secured Party is hereby granted a license or other right to use, without charge, Debtor's labels, patents, copyrights, trade secrets, trade names, trade marks or any property of a similar nature pertaining to the Collateral, and Debtor's rights under all licenses and franchise Agreements shall inure to the benefit of Secured Party.

10.03 Power of Attorney

Upon an Event of Default, Debtor irrevocably designates, makes, constitutes and appoints Secured Party (and all persons designated by Secured Party) as Debtor's attorney-in-fact, with a power coupled with an interest, without notice to Debtor and at such time or times thereafter as Secured Party in its sole and absolute discretion, may determine, in Debtor's or Secured Party's name do as follows:

- (a) to demand payment of Receivables and other Collateral;
- (b) to enforce payment of Receivables and other Collateral by legal proceedings or otherwise;
- (c) to exercise all of Debtor's rights and remedies with respect to the collection of Receivables and other Collateral;
- (d) to settle, adjust, compromise, extend or renew Receivables and other Collateral;
- (e) to settle, adjust or compromise any legal proceedings brought to collect Receivables and other Collateral;
- (f) to sell or assign Receivables and other Collateral upon such terms, for such amounts and at such time or times as Secured Party deems advisable;
- (g) to discharge and release Receivables and other Collateral;
- (h) to take control, in any manner, of any time of payment of proceeds of Collateral;
- (i) to prepare, file and sign Debtor's name on any proof of claim in bankruptcy or similar document against any Receivables Debtor;
- (j) to prepare, file and sign Debtor's name on any notice of lien, assignment or satisfaction of lien or similar document in connection with the Receivables and Collateral;
- (k) to do all acts and things necessary, in Secured Party's sole discretion, to fulfill Debtor's obligations under this Agreement;

(l) to endorse the name of Debtor upon any of the items of payment or proceeds of Collateral and to deposit the same to the account of Secured party to and on account of Debtor's Obligations;

(m) to endorse the name of Debtor upon any chattel paper, document, instrument, invoice, freight bill, bill of lading or similar document or Agreement relating to Receivables and other Collateral;

(n) to sign the name of Debtor to verifications of Receivables and other Collateral and notices thereof to Receivables Debtors; and

(o) to execute, file and deliver such documents, instruments and agreements as Secured Party may deem necessary to perfect and/or protect Secured Party's security interest and the Collateral.

All costs, expenses and fees (including but not limited to attorney's fees) incurred by Secured Party (or for which Secured Party becomes obligated to pay) in connection with the foregoing shall be paid by Debtor to Secured Party upon demand.

10.04 Deficiency

If a sufficient sum is not realized from disposition of the Collateral to pay all Obligations of Debtor to Secured Party, Debtor promises and agrees to pay to Secured Party any deficiency, including any unpaid balance of the Loan.

Section 11. TERM OF AGREEMENT

This Agreement shall commence as of the date first above written and shall continue until the Maturity Date or as otherwise provided in this Agreement. Upon termination of this Agreement, Secured Party shall have no further obligations under this Agreement, including the agreement to advance any further proceeds of the Loans. Notwithstanding anything to the contrary herein contained, all provisions of this Agreement for the benefit of Secured Party shall remain in effect until the Obligations have been satisfied in full.

Section 12. CONDITIONS OF CLOSING

Secured Party's obligations to make the Loan shall be subject to the satisfaction of all of the following conditions on or before the "**Closing Date**", in a manner, form and substance satisfactory to Secured Party:

12.01 Delivery of Instruments

The following shall have been delivered to Secured Party, each duly authorized and executed:

(a) the Loan Instruments including but not limited to this Agreement and the Note;

(b) a solvency affidavit of Debtor;

(c) certificates of good standing for Debtor in its state of incorporation or organization and in such other states as Debtor is qualified to do business;

(d) certified copies of the articles of incorporation and by-laws, and all amendments thereto, of Debtor, as well as certifications by a duly authorized officer of Debtor certifying that the articles of incorporation and by-laws provided to Secured Party have not been changed or amended;

(e) certified copies of resolutions adopted by the board of directors of Debtor authorizing the execution and delivery of the Loan Instruments and the consummation of the transactions completed therein as well as a certificate of incumbency for Debtor (as set forth in a secretary's certificate in form and substance satisfactory to Secured Party);

(f) a confirmation of business accounts;

(g) a closing certificate of Debtor in form and substance satisfactory to Secured Party, certifying to the matters set forth in Sections 12.06, 12.07 and 12.08 below;

(h) a payoff letter from Citizens Bank of Massachusetts, including an acknowledgement therein that upon receipt of amounts due to it under its loans to Debtor, it will terminate its liens on the Collateral and execute and file UCC-3 termination statements, releases and any other documents necessary to evidence its termination of its security interest in the Collateral

(i) documentation evidencing termination of security interests in the Collateral by any other lien holders, all in form and substance satisfactory to Secured Party;

(j) Secured Party's satisfaction with the results of the field audits performed on Debtor's premises; and

(k) such other instruments, documents, certificates, consents and waivers as Secured Party may request, including specifically the items set forth on the closing checklist delivered to Debtor.

12.02 Approvals and Permits

Secured Party shall have received evidence satisfactory to Secured Party to the issuance by appropriate federal, state, county, municipal or local authorities having jurisdiction over the business of Debtor, of all licenses, approvals or permits necessary in connection with the operation of the business of Debtor, including such licenses, approvals and permits relating to environmental protection, if any.

12.03 Opinion of Counsel

LaSalle shall have received from counsel to Debtor, an opinion in form and substance reasonably acceptable to LaSalle, covering matters incident to the transactions contemplated by this Agreement.

12.04 Secured Party's Security Interest

All filings of Uniform Commercial Code Financing Statements and all other recordings and actions necessary to perfect and maintain the security interests as first, valid and perfected liens in Collateral shall have been delivered. Secured Party also shall have received acceptable UCC, tax lien and judgment search results covering Debtor.

12.05 Proceedings and Documents

All corporate and other proceedings in connection with the transaction contemplated by this Agreement and other Loan Instruments as all documents and interests incident to such transaction shall be satisfactory to Secured Party, and Secured Party shall have received all such counterpart originals or certified or other copies as Secured Party reasonably may request.

12.06 Representations and Warranties

On the Closing Date the representations and warranties of Debtor set forth in this Agreement and other Loan Instruments shall be true and correct in all material respects when made and at and as of the

time of Closing, except as affected by the consummation of the transactions contemplated by this Agreement.

12.07 Performance; No Default

Debtor shall have performed and complied with all agreements and conditions contained in the Loan Instruments to be performed by or complied with prior to or at the Closing. No Event of Default shall exist as the time of the Closing.

12.08 Material Adverse Change

No event shall be occurred which has a material adverse effect on the business or the financial condition, property, operations, prospects or profits of any Debtor or upon the ability of any such Debtor to perform its obligations under the Loan Instruments.

12.09 Reimbursement of Expenses

On the Closing Date, Debtor shall have reimbursed Secured Party or paid to the applicable party, all fees and expenses due and payable pursuant to Section 13.11.

Section 13. MISCELLANEOUS.

13.01 Notices

All notices and communications under this Agreement shall be in writing and shall be (i) delivered in person, or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Debtor: Carus Publishing Company
315 Fifth Street
P.O. Box 300
Peru, Illinois 61354-0300
Phone: 815-224-6611

copy to: Steven A. Felsenthal
Sugar, Friedberg & Felsenthal
30 North LaSalle Street
Suite 2600
Chicago, Illinois 60602
Phone: 312-704-9400

To Secured Party: Andre W. Carus
and
M. Blouke Carus
315 Fifth Street
P.O. Box 300
Peru, Illinois 61354-0300
Phone: 815-224-6611

copy to:

Steven A. Stender
Much Shelist Freed Denenberg Ament & Rubenstein, P.C.
200 North LaSalle Street
Suite 2100
Chicago, Illinois 60601
Phone: 312-621-1418

or in such other manner, or to any address, as to either of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Section 13.01 shall be deemed received or (i) if sent by overnight, express carrier, on the next Business Day immediately following the day sent, or (ii) if sent by registered or certified mail, on the third Business Day following the day sent.

13.02 Further Assurances

From time to time, Debtor shall execute and deliver to Secured Party such additional documents as Secured Party may require to carry out the purposes of this Agreement and the Loan Documents and to protect Secured Party's rights hereunder and thereunder.

13.03 Taxes and Fees

Should any tax (other than taxes based upon the net income of Secured Party), recording or filing fees become payable in respect of any of the Loan Documents, or any amendment, modification or supplement thereof, Debtor agrees to pay the same to Secured Party on demand, together with any interest or penalties thereon and agree to hold Secured Party harmless with respect thereto.

13.04 Severability

In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any governmental body or any court, as applicable, this Agreement shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity or any other provisions hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

13.05 Waiver

No delay on the part of Secured Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof, or be deemed to establish a custom or course of dealing or performance between the parties hereto, or preclude the exercise of any other right, power or privilege.

13.06 Modification of Loan Documents

No modification or waiver of any provision of any of the Loan Documents shall be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on Debtor as the case may be in any case shall entitle Debtor to any other or further notice or demand in the same, similar or other circumstances.

13.07 Captions

The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

13.08 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

13.09 Remedies Cumulative

All rights and remedies of Secured Party pursuant to this Agreement, any other Loan Documents or otherwise, shall be cumulative and non-exclusive, and may be exercised singularly or concurrently.

13.10 Entire Agreement, Conflict

This Agreement and the other Loan Documents executed prior or pursuant hereto constitute the entire agreement among the parties hereto with respect to the transactions contemplated hereby or thereby and supersede any prior agreements, whether written or oral, relating to the subject matter hereof. In such event as a conflict between the terms and conditions of this Agreement and any other Loan Document, the terms and conditions of this Agreement shall supersede and govern in all respects.

13.11 Fees and Expenses

Upon demand by Secured Party therefor, Debtor shall reimburse Secured Party for all out-of-pocket costs, fees and expenses incurred by Secured Party, or for which Secured Party become obligated, in connection with the negotiations preparation and conclusion of this Agreement and the Other Agreements, and the agreements between Secured Party and LaSalle, pursuant to which this Loan is made (the "**LaSalle Loan Agreements**"), including, but not limited to, reasonable attorney's fees, costs and expenses, search fees, costs and expenses, title insurance policy fees, costs and expenses, filing and recording fees and all taxes payable in connection with this Agreement, the Other Agreements, and the LaSalle Loan Agreements.

13.12 Attorney Fees

If at any time or times hereafter whether or not Debtor's Obligations are outstanding at such time, Secured Party (a) employs counsel for advice or other representation (i) with respect to the Collateral, this Agreement, the Other Agreements or the administration of Debtor's Obligations, (ii) to represent Secured Party in any litigation, arbitration, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, arbitration, contest, dispute, suit or proceeding (whether instituted by Secured Party, Debtor or any other Person) in any way or respect relating to the Collateral, this Agreement, the Other Agreements, or Debtor's affairs, or (iii) to enforce any rights of Secured Party against Debtor or any other Person which may be obligated to Secured Party by virtue of this Agreement of the Other Agreements, including, without limitation, any obligor; (b) takes any action with respect to the administration of Debtor's Obligations or to protect collect, sell, liquidate or otherwise dispose of the Collateral; and/or (c) attempts to or enforces any of Secured Party's rights or remedies under this Agreement or the Other Agreements, including without limitation, Secured Party's rights or remedies with respect to the Collateral, the reasonable costs and expenses (including but not limited to court costs, expert fees, paralegal fees, attorneys' fees and disbursements, accountant's fees and expenses and court reporter fees and expenses) incurred by Secured Party in any manner or way with respect to the foregoing, shall be part of Debtor's Obligations, payable by Debtor to Secured Party on demand.

13.13 Jurisdiction and Venue

DEBTOR IRREVOCABLY AGREES THAT, SUBJECT TO SECURED PARTY'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, THE OTHER

AGREEMENTS OR THE COLLATERAL SHALL BE LITIGATED ONLY IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. DEBTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. DEBTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST DEBTOR BY SECURED PARTY IN ACCORDANCE WITH THIS PARAGRAPH.

13.14 Waiver and Trial by Jury

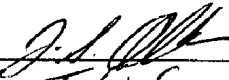
DEBTOR HEREBY IRREVOCABLY WAIVES ANY RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE OTHER AGREEMENTS, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, THE OTHER AGREEMENT, OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION, SUIT, COUNTERCLAIM OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[signatures on following page]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year specified at the beginning hereof.

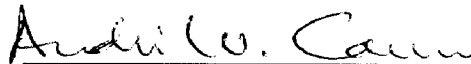
DEBTOR:

CARUS PUBLISHING COMPANY

By: 
Name: John S. Olney
Its: C.E.O.

Accepted this ___ day of November, 2000, at Secured Party's principal place of business in the City of Chicago, State of Illinois.

SECURED PARTY:


André W. Carus



M. Blouke Carus

EXHIBIT A

Form of Demand Note

DEMAND NOTE

\$3,000,000.00

November ____, 2000
Chicago, Illinois

FOR VALUE RECEIVED, CARUS PUBLISHING COMPANY, an Illinois corporation ("**Debtor**"), hereby promises to pay to the order of ANDRE W. CARUS AND M. BLOUKE CARUS ("**Secured Party**"), the principal sum of Three Million and no/100 Dollars (\$3,000,000.00), at the office of Secured Party at 315 Fifth Street, P.O. Box 300, Peru, Illinois 61354-0300, or at such other place as the holder hereof may appoint, plus interest thereon as set forth below.

This Note is delivered by Debtor to Secured Party pursuant to and in accordance with the applicable provisions of the Loan and Security Agreement of even date herewith and executed by and between Debtor and Secured Party (the "**Loan Agreement**"). This Note is the Demand Note evidencing the Demand Loan referred to in the Loan Agreement. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement, the applicable provisions of which are incorporated herein by this reference.

Debtor's Obligations shall bear interest from and after the Closing Date at the annual rate set forth in the Loan Agreement.

All interest payable pursuant to the immediately preceding paragraph and the Principal Balance shall be paid in the manner set forth in Section 4 of the Loan Agreement. All of the Principal Balance and unpaid interest accrued thereon shall become due, if not sooner paid, or due by acceleration or otherwise, on the date of demand by Secured Party (the "**Maturity Date**").

All interest payments shall be: (i) computed on the basis of a year consisting of 360 days and (ii) charged for the actual number of days during the period for which interest is being charged.

If any of Debtor's Obligations shall become past due, then, beginning automatically on the day immediately following the due date thereof, the Debtor's Obligations shall bear interest at the Default Rate, which interest at such Default Rate shall be paid by Debtor to Secured Party immediately upon demand.

The occurrence of an Event of Default under the Loan Agreement shall be an Event of Default under this Note. At the election of the holder hereof, upon the occurrence of an Event of Default, and with the notice, if any, required pursuant to the terms of Section 9 of the Loan Agreement, the Principal Balance, and all accrued and unpaid interest thereon, shall be and become immediately due and payable in full. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent Event of Default, and such

failure shall not be deemed to establish a custom or course of dealing or performance between Debtor and Secured Party. All funds received by Secured Party during the existence of an Event of Default shall be applied in the manner set forth in the Loan Agreement.

Debtor may prepay this Note in whole or in part in accordance with Section 4.02(d) of the Loan Agreement.

All payments to be made by Debtor pursuant to this Note shall be made in accordance with the instructions therefore set forth in the Loan Agreement. Payment shall not be deemed to have been received by Secured Party until Secured Party is in receipt of good funds as provided in Section 4.02(f) of the Loan Agreement.

The proceeds of the loan evidenced by this Note shall be used solely for the purposes specified in Section 4(1)(c) of the Illinois Interest Act, 815 ILCS 205, et seq., as amended, and the principal sum advanced is for a business loan which comes within the purview of such Section. Debtor agrees that the obligation evidenced by this Note is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C., Section 1601 et seq.

If any suit or action is instituted or attorneys are employed to collect this Note or any part thereof, Debtor promises and agrees to pay all costs of collection including reasonable attorneys' fees and court costs as set forth in Section 13.12 of the Loan Agreement.

Debtor hereby waives presentment for payment, protest and demand and notice of protest, demand, dishonor and nonpayment of this Note, and expressly agrees that this Note, or any payment hereunder, may be extended from time to time before, at or after maturity, without in any way affecting the liability of Debtor hereunder or any guarantor hereof.

All funds disbursed to or for the benefit of Debtor will be deemed to have been disbursed in Chicago, Illinois. This Note is to be governed and construed in accordance with the laws and decisions of the State of Illinois. This Note may not be changed or amended orally, but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

Advances under this Note may be made by Secured Party upon oral or written request of any person authorized to make such requests on behalf of Debtor ("**Authorized Person**"). Debtor agrees that Secured Party may act on requests which Secured Party in good faith believes to be made by an Authorized Person, regardless of whether such requests are in fact made by an Authorized Person. Any such advance shall be conclusively presumed to have been made by Secured Party to or for the benefit of Debtor. Debtor does hereby irrevocably confirm, ratify and approve all such advances by Secured Party and agrees to indemnify Secured Party against any and all losses and expenses incurred with respect to any such advances (including reasonable attorneys' fees) and shall hold Secured Party harmless with respect thereto.

This Note shall be binding upon Debtor, its successors and assigns, and shall inure to the benefit of the successors and assigns of Secured Party.

Secured Party in no event shall be construed for any purpose to be a partner, joint venturer or agent of Debtor in the conduct of Debtor's business.

In the event that any provision hereof shall be deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court or any governmental body, this Note shall be construed as not containing such provision and the invalidity of such provision shall not affect the validity of any other provisions hereof, and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

IN WITNESS WHEREOF, Debtor has executed this Note as of the day, month and year first above written.

DEBTOR:

CARUS PUBLISHING COMPANY

By: _____

Name: _____

Its: _____

SCHEDULE 2.01

LOCATIONS OF COLLATERAL

Peru, IL Office: 315 Fifth Street
Peru, Illinois 61354

Chicago Office: 332 South Michigan Ave., 11th Floor
Chicago, IL 60604

Peterborough, NH Office: 30 Grove Street
Suite C
Peterborough, NH 03458

Claremont, NH Office: 91 Main Street
Claremont, NH 03743

SCHEDULE 2.16

LICENSES AND PERMITS

City of Chicago license to do business

Developing and Marketing Agreement dated 1/2/00 between Front Street, Inc. and Carus Publishing Company regarding a children's book line and license to use marks "Font Street" and "Front Street Books"

Agreement dated 2/16/00 between Smithsonian Institution and The Cricket Magazine Group, a division of Carus Publishing Company regarding the use of the *Smithsonian* name and marks

Postal permits to mail magazines at periodical rate

Agreement dated 7/3/97 between Carus Publishing Company and Canadian Museums Association regarding the trademark MUSE

Agreement dated 7/1/00 between Ladybird Books Limited and Carus Publishing Company regarding the trademark LADYBUG

Trademark License Agreement dated as of 3/15/96 between Glencoe/McGraw-Hill, a division of The McGraw-Hill Companies, Inc. and Carus Publishing Company regarding the trademark OPEN COURT

Numerous one-time use agreements with photographers and graphic artists with respect to the use of photographs and graphic arts.

Generally commercially available software licenses.

SCHEDULE 2.16A

Intellectual Property

SCHEDULE 2.16A

**CARUS PUBLISHING COMPANY
REGISTERED TRADEMARKS**

Serial Number	Registered Number	Word Mark	
75873104	(application)	E-CRICKET	
75374734	2216767	CICADA	
75084734	2155401	MUSE	
75084725	2155400	CLICK	
75039942	2100815	CATFEET PRESS	
75038050	2083140	CATFEET P PRESS	
74357865	1875206	SPIDER	
73064175	1107204	CRICKET	
73007026	1032236	A CRICKET BOOK	
74011870	1614847	LADYBUG	
74539662	1982952	BABYBUG	
73643898	1456496	ODYSSEY	
73565498	1419154	FACES THE MAGAZINE ABOUT PEOPLE	
73242533	1163722	COBBLESTONE	

SCHEDULE 2.16A

**CARUS PUBLISHING COMPANY
REGISTERED COPYRIGHTS**

Odyssey **November 1991 to the Present**

<u>Year</u>	<u>Issue</u>	<u>Copyright</u>
2000	May	TX 5-096-471
	April	TX 5-096-469
	March	TX 5-067-173
	February	TX 5-067-180
	January	TX 5-067-179
1999	December	TX 5-019-201
	November	TX 5-019-200
	October	TX 5-019-202
	September	TX 5-019-199
	May	TX 4-960-938
	April	TX 4-960-939
	March	TX 4-857-819
	February	TX 4-857-820
January	TX 4-857-821	
1998	December	TX 4-811-935
	November	TX 4-794-459
	October	TX 4-794-461
	September	TX 4-794-460
	May	TX 4-711-986
	April	TX 4-673-460
	March	TX 4-673-461
	February	TX 4-599-616
	January	TX 4-599-615
1997	December	TX 4-612-188
	November	TX 4-612-194
	October	TX 4-611-601
	September	TX 4-610-265
	May	TX 4-495-920
	April	TX 4-495-921
	March	TX 4-495-922
	February	TX 4-436-735
January	TX 4-436-736	
1996 (9x)	December	TX 4-436-737
	November	TX 4-436-738
	October	TX4 353 552
	September	TX4 353 553

Cobblestone
Registered Copyrights

	May	TX4 281-679
	April	TX4 257 678
	March	TX4 257 677
	February	TX4 224 304
	January	TX4 245 791
1995 (9x)	December	TX4 213 988
	November	TX4 222 535
	October	TX4 149 033
	September	TX4 133 034
	May	TX4 053 284
	April	TX4 025 627
	March	TX4 029 462
	February	TX4 029 461
	January	TX3 982 655
1994 (10x)	December	TX3 952 682
	November	TX3 947 908
	October	TX3 947 975
	September	TX4 322 138
	June	TX4 322 136
	May	TX4 322 137
	April	TX3 804 820
	March	TX3 804 819
	February	TX3 797 150
	January	TX3 773 045
1993 (10x)	December	TX3 689 153
	November	TX3 689 156
	October	TX3 662 624
	September	TX3 662 625
	Jul/Aug	TX3 675 973
	June	TX3 570 150
	May	TX3 570 148
	April	TX3 531 560
	March	TX3 500 801
	Jan/Feb	TX3 478 629
1992 (10x)	December	TX3 447 935
	November	TX3 438 574
	October	TX3 438 587
	September	TX3 438 586
	Jul/Aug	TX3 438 585

Cobblestone
Registered Copyrights

June	TX3 329 627
May	TX3 328 947
April	TX3 301 751
March	TX3 290 455
Jan/Feb	TX3 250 467

1991	December	TX3 218 547
(2x)	November	TX3 213 543

FACES 1984 to the Present

<u>Year</u>	<u>Issue</u>	<u>Copyright</u>
2000	May	TX 5-097-055
	April	TX 5-097-051
	March	TX 5-067-194
	February	TX 5-067-195
	January	TX 5-067-193
1999	December	TX 5-019-192
	November	TX 5-019-193
	October	TX 5-019-194
	September	TX 5-019-187
	May	TX 4-963-486
	April	TX 4-963-484
	March	TX 4-859-404
	February	TX 4-859-403
January	TX 4-859-402	
1998	December	TX 4-822-332
	November	TX 4-798-660
	October	TX 4-798-657
	September	TX 4-798-661
	May	TX 4-711-935
	April	TX 4-673-740
	March	TX 4-673-735
	February	TX 4-599-605
January	TX 4-599-603	
1997	December	TX 4-612-601
	November	TX 4-611-600
	October	TX 4-611-590
	September	TX 4-604-858
	May	TX 4-492-980
	April	TX 4-495-918
	March	TX 4-495-919
	February	TX 4-437-141
January	TX 4-437-144	
1996	December	TX 4-437-142
	November	TX 4-436-734
	October	TX4 353 586

Cobblestone
Registered Copyrights

September TX4 365 090
May TX4-281-677
April TX4 257 633
March TX4 257 637
February TX4 238 744
January TX4 238 746

1995
(9x) December TX4 213 990
November TX4 222 547
October TX4 149 034
September TX4 150 180
May TX4 053 285
April TX4 025 749
March TX4 005 734
February TX4 029 463
January TX3 982 654

1994
(9x) December TX3 947 915
November TX3 947 945
October TX3 947 947
September TX4 322 134
May TX4 322 135
April TX3 804 821
March TX3 804 817
February TX3 797 151
January TX3 797 152

1993
(9x) December TX3 689 159
November TX3 684 184
October TX3 662 627
September TX3 662 626 (English edition)
September TX3 689 154 (Spanish edition)
May TX3 570 122
April TX3 531 564
March TX3 500 751
February TX3 519 991
January TX3 473 833

1992
(9x) December TX3 447 936
November TX3 438 583
October TX3 438 584
September TX3 438 582
May TX3 328 774

Cobblestone
Registered Copyrights

April TX3 301 750
March TX3 290 438
February TX3 275 040
January TX3 250 517

1991
(9x) December TX3 218 546
November TX3 208 425
October TX3 174 490
September TX3 154 602
May TX3 078 646
April TX3 058 329
March TX3 039 459
February TX3 018 948
January TX3 001 287

1990
(10x) December TX3 014 484
November TX2 936 685
October TX2 915 065
September TX2 915 068
June TX2 873 271
May TX2 819 873
April TX2 822 116
March TX2 781 058
February TX2 759 911
January TX2 729 231

1989
(10x) December TX2 729 232
November TX2 718 064
October TX2 651 977
September TX2 651 976
June TX2 575 899
May TX2 554 518
April TX2 572 692
March TX2 531 806
February TX2 502 289
January TX2 492 662

1988
(10x) December TX2 462 452
November TX2 445 092
October TX2 412 667
September TX2 400 174
June TX2 333 725
May TX2 311 150

Cobblestone
Registered Copyrights

	April	TX2 298 377
	March	TX2 264 575
	February	TX2 264 578
	January	TX2 244 956
1987 (10x)	December	TX2 209 793
	November	TX2 504 019
	October	TX2 174 954
	September	TX2 146 285
	June	TX2 099 219
	May	TX2 076 179
	April	TX2 076 180
	March	TX2 022 061
	February	TX2 022 088
	January	TX1 969 276
1986 (10x)	December	TX1 969 275
	November	TX1 939 676
	October	TX1 918 168
	September	TX1 898 496
	June	TX1 833 054
	May	TX1 834 352
	April	TX1 822 005
	March	TX1 773 616
	February	TX1 777 254
	January	TX1 737 365
1985 (10x)	December	TX1 712 982
	November	TX1 712 983
	October	TX1 748 101
	September	TX1 649 167
	June	TX1 752 632
	May	TX1 752 633
	April	TX1 752 631
	March	TX1 568 938
	February	TX1 568 937
	January	TX1 568 936
1984 (3x)	December	TX1 517 149
	November	TX1 464 973
	October	TX1 440 800

COBBLESTONE

1980 to Present

<u>Year</u>	<u>Issue</u>	<u>Copyright</u>
2000	May	TX 5-097-060
	April	TX 5-097-052
	March	TX 5-067-197
	February	TX 5-067-196
	January	TX 5-067-198
1999	December	TX 5-019-197
	November	TX 5-019-198
	October	TX 5-019-179
	September	TX 5-019-178
	Fall	TX 5-019-196
	May	TX 4-963-491
	April	TX 4-963-482
	March	TX 4-859-399
	February	TX 4-859-401
January	TX 4-859-400	
1998	December	TX 4-827-828
	November	TX 4-798-656
	October	TX 4-802-048
	September	TX 4-802-003
	May	TX 4-711-933
	April	TX 4-673-739
	March	TX 4-673-738
	February	TX 4-599-607
	January	TX 4-599-602
1997	December	TX 4-604-859
	November	TX 4-604-864
	October	TX 4-604-860
	September	TX 4-604-861
	May	TX 4-495-925
	April	TX 4-495-926
	March	TX 4-496-017
	February	TX 4-437-139
	January	TX 4-437-140

Cobblestone
Registered Copyrights

1996	December	TX 4-437-145
	November	TX 4-437-143
	October	TX4 353 550
(9x)	September	TX4 353 551
	May	TX4-281-678
	April	TX4 257 679
	March	TX4 257 680
	February	TX4 245 792
	January	TX4 245 790
1995	December	TX4 213 989
(9x)	November	TX4 222 541
	October	TX4 149 032
	September	TX4 133 033
	May	TX4 053 283
	April	TX4 025 750
	March	TX4 029 460
	February	TX4 029 459
	January	TX3 982 652
1994	December	TX3 952 680
(10x)	November	TX3 952 679
	October	TX3 952 678
	September	TX4 322 140
	June	TX4 322 141
	May	TX4 322 139
	April	TX3 804 816
	March	TX3 828 887
(10x)	February	TX3 797 149
	January	TX3 797 186
1993	December	TX3 689 158
(10x)	November	TX3 689 157
	October	TX3 669 254
	September	TX3 669 255
	June	TX3 565 303
	May	TX3 565 302
	April	TX3 531 563
	March	TX3 500 750
	February	TX3 529 133
	January	TX3 473 832
1992	December	TX3 447 947

Cobblestone
Registered Copyrights

(10x)	November	TX3 438 581
	October	TX3 438 580
	September	TX3 438 589
	June	TX3 375 846
	May	TX3 329 744
	April	TX3 302 249
	March	TX3 290 457
	February	TX3 258 970
	January	TX3 250 464

1991	December	TX3 213 612
(12x)	November	TX3 208 424
	October	TX3 174 500
	September	TX3 154 601
	August	TX3 126 195
	July	TX3 102 631
	June	TX3 117 951
	May	TX3 078 645
	April	TX3 058 328
	March	TX3 035 192
	February	TX3 020 019
	January	TX3 001 288

1990	December	TX3 014 483
(12x)	November	TX2 936 683
	October	TX2 915 066
	September	TX2 915 067
	August	TX2 879 272
	July	TX2 877 218
	June	TX2 856 004
	May	TX2 819 874
	April	TX2 822 361
	March	TX2 781 057
	February	TX2 759 912
	January	TX2 729 230

1989	December	TX2 729 194
(12x)	November	TX2 718 063
	October	TX2 651 980
	September	TX2 651 979
	August	TX2 610 220
	July	TX2 602 608
	June	TX2 575 900

Cobblestone
Registered Copyrights

	May	TX2 552 912
	April	TX2 535 050
	March	TX2 531 807
	February	TX2 502 290
	January	TX2 492 669
1988 (12x)	December	TX2 462 451
	November	TX2 445 093
	October	TX2 412 673
	September	TX2 400 175
	August	TX2 361 624
	July	TX2 358 578
	June	TX2 333 724
	May	TX2 311 147
	April	TX2 298 378
	March	TX2 264 574
	February	TX2 264 632
	January	TX2 249 840
1987 (12x)	December	TX2 257 965
	November	TX2 174 955
	October	TX2 174 953
	September	TX2 146 284
	August	TX2 119 443
	July	TX2 101 154
	June	TX2 101 155
	May	TX2 087 107
	April	TX2 076 178
	March	TX2 022 059
	February	TX2 022 060
	January	TX1 975 721
1986 (12x)	December	TX1 969 277
	November	TX1 939 677
	October	TX1 923 975
	September	TX1 898 495
	August	TX1 904 530
	July	TX1 874 032
	June	TX1 833 066
	May	TX1 834 351
	April	TX1 822 004
	March	TX1 773 615
	February	TX1 777 255

Cobblestone
Registered Copyrights

	January	TX1 737 364
1985 (12x)	December	TX1 712 984
	November	TX1 712 985
	October	TX1 748 100
	September	TX1 649 166
	August	TX1 649 164
	July	TX1 649 165
	June	TX1 605 408
	May	TX1 605 409
	April	TX1 605 407
	March	TX1 568 935
	February	TX1 568 933
	January	TX1 568 934
1984 (12x)	December	TX1 517 148
	November	TX1 464 974
	October	TX1 440 801
	September	TX1 421 757
	August	TX1 420 714
	July	TX1 388 203
	June	TX1 364 790
	May	TX1 364 291
	April	TX1 323 461
	March	TX1 299 654
	February	TX1 279 323
	January	TX1 261 828
1983 (12x)	December	TX1 261 833
	November	TX1 222 868
	October	TX1 204 767
	September	TX1 183 718
	August	TX1 167 927
	July	TX1 145 631
	June	TX1 132 150
	May	TX1 112 394
	April	TX1 096 387
	March	TX1 085 308
	February	TX1 056 973
	January	TX1 044 137
1982 (12x)	December	TX1 023 815
	November	TX1 021 598

Cobblestone
Registered Copyrights

October	TX 994 812 (no #1 with the TX)
September	TX1 013 502
August	TX 951 209
July	TX 951 607
June	TX 917 988
May	TX 903 062
April	TX 892 651
March	TX 864 650
February	TX 853 421
January	TX 827 543

1981 (12x)	December	TX 819 555
	November	TX 804 687
	October	TX 782 133
	September	TX 765 127
	August	TX 752 269
	July	TX 723 930
	June	TX 720 592
	May	TX 684 303
	April	TX 671 721
	March	TX 648 231
	February	TX 648 175
	January	TX 615 027

1980 (12x)	December	TX 596 746
	November	TX 583 797
	October	TX 562 943
	September	TX 588 442
	August	TX 572 075
	July	TX 543 020
	June	TX 491 720
	May	TX 503 888
	April	TX 450 345
	March	TX 450 347
	February	TX 450 346
	January	TX 471 432

Calliope

1983 to the Present

<u>Year</u>	<u>Issue</u>	<u>Copyright</u>
2000	May	TX5 097 057
(9x)	April	TX5 097 053
	March	TX5 067 192
	February	TX5 067 203
	January	TX5 067 199
1999	December	TX5 019 191
(9x)	November	TX5 019 190
	October	TX5 019 189
	September	TX5 019 188
	May	TX4 963-489
	April	TX4-963-481
	March	TX4 858 783
	February	TX4 859-398
	January	TX4 858 784
1998	December	TX4 822 322
(9x)	November	TX4 802 002
	October	TX4 798 663
	September	TX4 798 662
	May	TX4 711 934
	April	TX4 673 734
	March	TX4 673 733
	February	TX4 599 606
	January	TX4 599 604
1997	December	TX4 611 587
(9x)	November	TX4 612 603
	October	TX4 612 602
	September	TX4 612 604
	May/June	TX4 495 924
923, but		LOC file says May/June is 495-
right ok.	Mar/ April	TX4 495 923 we have documents stating # to
	Jan/ Feb	TX4 436 739
1996	Nov/Dec	TX4 436 740
(5x)	Sept/Oct	TX4 353 549
	May/June	TX 4 251 772
	Mar/ April	TX4 257 681

Cobblestone
Registered Copyrights

	Jan/Feb	TX4 247 242
1995 (5x)	Nov/Dec	TX4 222 539
	Sept/Oct	TX4 133 032
	May/June	TX4 053 286
	Mar/ April	TX4 029 457
	Jan/Feb	TX3 982 653
1994 (5x)	Nov/Dec	TX3 952 681
	Sept/Oct	TX4 322 132
	May/June	TX4 322 133
	Mar/ April	TX3 804 818
	Jan/Feb	TX3 772 970
1993 (5x)	Nov/Dec	TX3 689 155
	Sept/Oct	TX3 662 623
	May/June	TX3 570 149
	Mar/ April	TX3 500 752
	Jan/Feb	TX3 478 630
1992 (5x)	Nov/Dec	TX3 438 576
	Sept/Oct	TX3 438 577
	May/June	TX3 328 773
	Mar/ April	TX3 290 456
	Jan/Feb	TX3 250 465
1991 (5x)	Nov/Dec	TX3 209 316
	Sept/Oct	TX3 149 974
	May/June	TX3 078 648
	Mar/ April	TX3 035 340
	Jan/Feb	TX3 001 286
1990 Q	Nov/Dec	TX2 936 684
	Sept/Oct	TX2 915 069
	April	TX2 827 562
	January	TX2 729 234
1989 Q	Nov	TX2 718 062
	Sept	TX2 651 978
	April	TX2 535 047
	Jan	TX2 484 995
1988	Nov	TX2 446 536

Cobblestone
Registered Copyrights

Q	Sept	TX2 400 176	
	April	TX2 330 252	
	Jan	TX2 249 837	
1987	Nov	TX2 174 764	
Q	Sept	TX2 157 890	
	April	TX2 076 176	
	Jan	TX2 022 089	New Calliope
1986	Fall	TX1 939 590	Old Classical Calliope
Q	Summer	TX1 898 494	
	Spring	TX1 918 197	
	Winter	TX1 737 363	
1985	Fall	TX1 712 981	
Q	Summer	TX1 649 163	
	Spring	TX1 625 460	
	Winter	TX1 834 348	
1984	Fall	TX1 464 972	
Q	Summer	TX1 420 713	
	Spring	TX1 323 492	
	Winter	TX1 299 708	
1983	Nov/Dec	TX1 241 538	
(6x)	Sept/Oct	TX1 208 169	
	July/Aug	TX1 184 047	
	May/June	TX1 142 849	
	Mar/April	TX1 127 393	
	Jan/Feb	TX1 127 750	

Footsteps

<u>Year</u>	<u>Issue</u>	<u>Copyright</u>
2000	May/June	TX 5-097-059
	March/ April	TX 5-067-206
	Jan/Feb	TX 5-067-207
1999	Nov/Dec	TX 5-019-180
	Sept/Oct	TX 5-019-181
	May/June	TX 4-963-488
	March/ April	TX 4-963-480
	Jan/Feb	TX 4-861-984
1998	Charter	TX 4-861-983

AppleSeeds

<u>Year</u>	<u>Issue</u>	<u>Copyright</u>
2000	May	TX 5-097-054
	April	TX 5-097-056
	March	TX 5-067-202
	February	TX 5-067-201
	January	TX 5-067-200
1999	December	TX 5-019-182
	November	TX 5-019-184
	October	TX 5-019-183
	September	TX 5-019-195
	May	TX 4-963-485
	April	TX 4-963-487
	March	TX 4-858-222
	February	TX 4-858-224
	January	TX 4-858-223
1998	December	TX 4-822-323
	November	TX 4-802-047
	October	TX 4-802-046
	September	TX 4-798-659
	Charter	TX 4-673-737

California Chronicles

<u>Year</u>	<u>Issue</u>	<u>Copyright</u>
2000	May	TX 5-097-058
	March	TX 5-067-204
	January	TX 5-067-205
1999	November	TX 5-019-185
	September	TX 5-019-186
	May	TX 4-963-490
	March	TX 4-858-225
	January	TX 4-858-785
1998	November	TX 4-798-658
	September	TX 4-802-001
	Charter	TX 4-673-736

Cobblestone Publishing
Copyrights - Teaching With Primary Sources (TWIPS)

Ancient Greece I	TX 5-036-806
Ancient Greece II	TX 5-036-805
Immigrant Experience I	TX 4-369-998
Immigrant Experience II	TX 4-369-997
Civil War: A Survey	TX 4-561-129
George Washington	TX 4-920-680
Ancient Rome I	TX 4-800-259
Ancient Rome II	TX 4-800-260
Archaeology of Colonial Life	TX 4-914-097
Seneca Falls: Women's Rights	TX 4-914-098
California History	TX 4-800-261
Florida History	TX 4-804-643
Texas History	TX 4-804-642
American Frontier 1862-1917	TX 4-540-052
American Frontier 1785-1861	TX 4-540-051
Child Labor in America	TX 4-540-050

**Cobblestone Publishing
Copyrights - Books**

<u>Title</u>	<u>Copyright</u>
Children of the Bible	TX4 323 071
Spanning Time: A Diary Keeper Becomes A Writer	TX4 323 074
In the Path of War: Children of the American Revolution Tell Stories 905 502	TX4
Cobblestone's New York City Reader	TX4 845 804
Meet Kofi, Maria, and Sunita: Family Life in Ghana, Peru and India	TX4 200 707
From Indian Corn to Outer Space: Women Invent in America 140 236	TX4
Mind-Boggling Astronomy	TX4 140 237
Earthmaker's Lodge: Native American Folklore, Activities, and Foods 975 994	TX3
The Struggle For Freedom: Plays on the American Revolution 1762-1788 482-665	PA
The Classical Companion, Second Edition	TX5 120 747
The Classical Companion	TX2 526 052
Myths and Legends of Mount Olympos	TX3 721 870
Classical Ingenuity: Legacy of Greek and Roman Architects, Artists	TX3 632 940
The Cobblestone Companion: A Teacher's Activity Guide 935 936	TX1
The Civil War: Volume 1: A House Divided (outstanding)	
The Civil War: Volume 2: A New Nation (outstanding)	

Copyrights - Indexes

Cobblestone Magazine Indexes

<u>Title</u>	<u>Copyright</u>
Cobblestone Index 1980-95	TX4 329 376
Cobblestone Index 1980	TX 627 477

Calliope Magazine Indexes

<u>Title</u>	<u>Copyright</u>
Calliope Index 1990-1996	TX4 360 734
Calliope Index 1990-1997	TX4 604 853

CD-Roms

<u>Title</u>	<u>Copyright</u>
The Cobblestone American History CD-ROM 1980-1994	TX4 352 490

Cobblestone's American History CD-ROM 1980-1997 Per copyright office specialist on 7/10/00, this CD-ROM is not copyrightable as it contains the exact text (with no additions or changes) as originally appeared in the magazines that are already under copyright. She said that taking the exact text from one format to another is not copyrightable. (Pat Silvestro, Editorial Asst.)

Cobblestone Study Guides 1980-1995
History-Social Science CD-ROM

TX4 442 174
TX4 260-754

Cobblestone Publishing
Copyrights--Teacher's Guides

Title	Copyright
Ancient Civilizations II	TX4-306-036
National Heroes	TX4 197 888
Black History II	TX4 178 481
Introduction to the Solar System	TX3 977 394
Archeology	TX3 977 391
The 1920's & '30's	TX3 977 389
Music	TX3 977 392
Touring the U.S.	TX3 977 393
Flight	TX3 977 390
The Civil War	TX3 954 509
Science & Technology	TX3 951 352
Asia	TX3 951 351
Forces of Nature	TX3 945 492
Wizardry & Magic	TX3 945 494
Transportation	TX3 945 496
Communication	TX3 945 504
Central & South America	TX3 945 490
Animals	TX3 945 495
Ocean Life	TX3 945 498
Revolutionary Era	TX3 945 502
Geography	TX3 939 917
Literature	TX3 939 915
The Environment	TX3 939 914
Introduction to Space	TX3 939 916
Notable Women in U.S. History	TX3 939 918
World War II 1930's - '50's	TX3 945 493
Family	TX3 945 501
Native Americans II	TX3 945 503

Industrialization and Beyond	TX3 945 499
U.S. Foreign Relations	TX3 945 500
Westward Expansion II	TX3 945 491
Egypt	TX3 945 489
U.S. Presidents & First Ladies	TX3 945 497
U.S. Government	TX3 358 686
Multicultural America	TX3 507 297
Exploration & Discovery	TX3 509 407
Ancient Civilizations	TX3 513 890
Art History	TX3 358 685
Black History	TX3 358 684
Westward Expansion	TX3 342 117
Native Americans	TX3 342 116
Colonial Life	TX3 342 118
Out of Print Titles	

Title Copyright

The Dog Watch and Other Stories	SR-34-789
U.S. History Word Finds	TX 2-212-423
Recipes from Around the World	TX 2-212-436
U.S. History Crosswords for Young People	TX 2-212-480
U.S. History Cartoons for Young People	TX 2-212-481

Copyrights Reverted to Authors

Title Copyright

Vermont: A Cultural Patchwork	TX 1-940-426*
Astronomy I: Thinking About the Earth & Sun	TX 4-559-051**
Time	TX 4-559-052**

* Copyright reverted to author Elise A. Guyette via letter 1999

** Copyright reverted to Harvard University per agreement dated June 26, 1998

©	Title	Registration #	Reg. Date
1994	BABYBUG - Vol. 1, No. 1 (Premier Issue)	TX 4-082-860	16-May-95
1995	BABYBUG - Vol. 1, No. 2 (10 JAN 95)	TX 4-126-213	15-Jun-95
1995	BABYBUG - Vol. 1, No. 3 (1 MAR 95)	TX 4-079-339	19-Jun-95
1995	BABYBUG - Vol. 1, No. 4 (10 APR 95)	TX 4-362-355	28-Oct-96
1995	BABYBUG - Vol. 1, No. 5 (1 JUN 95)	TX 4-367-883	31-Oct-96
1995	BABYBUG - Vol. 1, No. 6 (15 JUL 95)	TX 4-367-887	31-Oct-96
1995	BABYBUG - Vol. 1, No. 7 (24 AUG 95)	TX 4-367-882	31-Oct-96
1995	BABYBUG - Vol. 1, No. 8 (5 OCT 95)	TX 4-367-888	31-Oct-96
1995	BABYBUG - Vol. 1, No. 9 (5 NOV 95)	TX 4-374-127	15-Nov-96
1996	BABYBUG - Vol. 2, No. 1 (7 JAN 96)	TX 4-374-128	15-Nov-96
1996	BABYBUG - Vol. 2, No. 2 (7 FEB 96)	TX 4-374-129	15-Nov-96
1996	BABYBUG - Vol. 2, No. 3 (19 MAR 96)	TX 4-374-130	15-Nov-96
1996	BABYBUG - Vol. 2, No. 4 (29 APR 96)	TX 4-374-131	15-Nov-96
1996	BABYBUG - Vol. 2, No. 5 (7 JUN 96)	TX 4-374-132	15-Nov-96
1996	BABYBUG - Vol. 2, No. 6 (19 JUL 96)	TX 4-374-133	15-Nov-96
1996	BABYBUG - Vol. 2, No. 7 (30 AUG 96)	TX 4-374-134	15-Nov-96
1996	BABYBUG - Vol. 2, No. 8 (9 OCT 96)	TX 4-374-126	15-Nov-96
1996	BABYBUG - Vol. 2, No. 9 (19 NOV 96)	TX 4-437-233	20-Feb-97
1996	BABYBUG - Vol. 3, No. 1 (27 DEC 96)	TX 4-437-234	20-Feb-97
1997	BABYBUG - Vol. 3, No. 2 (10 JAN 97)	TX 4-898-510	19-Apr-99
1997	BABYBUG - Vol. 3, No. 3 (10 FEB 97)	TX 4-898-871	19-Apr-99
1997	BABYBUG - Vol. 3, No. 4 (10 APR 97)	TX 4-898-875	19-Apr-99
1997	BABYBUG - Vol. 3, No. 5 (10 MAY 97)	TX 4-892-732	19-Apr-99
1997	BABYBUG - Vol. 3, No. 6 (10 JUN 97)	TX 4-892-733	19-Apr-99
1997	BABYBUG - Vol. 3, No. 7 (10 AUG 97)	TX 4-898-872	19-Apr-99
1997	BABYBUG - Vol. 3, No. 8 (10 SEP 97)	TX 4-898-876	19-Apr-99
1997	BABYBUG - Vol. 3, No. 9 (10 OCT 97)	TX 4-898-874	19-Apr-99
1997	BABYBUG - Vol. 4, No. 1 (10 DEC 97)	TX 4-898-873	19-Apr-99
1998	BABYBUG - Vol. 4, No. 2 (10 JAN 98)	TX 4-892-654	29-Apr-99
1998	BABYBUG - Vol. 4, No. 3 (10 FEB 98)	TX 4-898-866	29-Apr-99
1998	BABYBUG - Vol. 4, No. 4 (10 APR 98)	TX 4-898-862	29-Apr-99
1998	BABYBUG - Vol. 4, No. 5 (10 MAY 98)	TX 4-887-616	29-Apr-99
1998	BABYBUG - Vol. 4, No. 6 (10 JUL 98)	TX 4-892-617	29-Apr-99
1998	BABYBUG - Vol. 4, No. 7 (10 AUG 98)	TX 4-898-863	29-Apr-99
1998	BABYBUG - Vol. 4, No. 8 (10 SEP 98)	TX 4-892-655	29-Apr-99
1998	BABYBUG - Vol. 4, No. 9 (10 OCT 98)	TX 4-898-865	29-Apr-99
1999	BABYBUG - Vol. 5, No. 1 JAN 1999	TX 4-906-184	17-May-99
1999	BABYBUG - Vol. 5, No. 2 FEB 1999	TX 4-906-186	17-May-99
1999	BABYBUG - Vol. 5, No. 3 MAR 1999	TX 4-906-185	17-May-99
1999	BABYBUG - Vol. 5, No. 4 APR 1999	TX 4-906-179	17-May-99
1999	BABYBUG - Vol. 5, No. 5 MAY/JUNE 99	TX 4-906-187	17-May-99
1999	BABYBUG - Vol. 5, No. 6 JUL/AUG 99	TX 5-014-032	10-Nov-99
1999	BABYBUG - Vol. 5, No. 7 SEP 1999	TX 5-014-031	10-Nov-99
1999	BABYBUG - Vol. 5, No. 8 OCT 1999	TX 5-014-030	10-Nov-99
1999	BABYBUG - Vol. 5, No. 9 NOV 1999	TX 5-014-048	10-Nov-99
1999	BABYBUG - Vol. 5, No. 10 DEC 1999		
1999	BABYBUG - Vol. 6, No. 1 JAN 2000		
2000	BABYBUG - Vol. 6, No. 2 FEB 2000		
2000	BABYBUG - Vol. 6, No. 3 MAR 2000		

©	Title	Registration #	Reg. Date
1998	CICADA - Vol. 1, No. 1 September/October 1998	TX 4-938-363	17-May-99
1998	CICADA - Vol. 1, No. 2 November/December 1998	TX 4-903-512	17-May-99
1998	CICADA - Vol. 1, No. 3 January/February 1999	TX 4-938-362	17-May-99
1999	CICADA - Vol. 1, No. 4 March/April 1999	TX 4-903-511	17-May-99
1999	CICADA - Vol. 1, No. 5 May/June 1999	TX 4-903-513	17-May-99
1999	CICADA - Vol. 1, No. 6 July/August 1999	TX 4-940-632	25-Jun-99
1999	CICADA - Vol. 2, No. 1 September/October 1999	TX 5-014-029	10-Nov-99
1999	CICADA - Vol. 2, No. 2 November/December 1999	TX 5-014-026	10-Nov-99
1999	CICADA - Vol. 2, No. 3 January/February 2000		
2000	CICADA - Vol. 2, No. 4 March/April 2000		

©	Title	Registration #	Reg. Date
1997	CLICK - Vol. 1, No. 1 January 1998 (Premiere)	TX4-768-800	26-May-98
1998	CLICK - Vol. 1, No. 2 April 1998	TX4-689-175	26-May-98
1998	CLICK - Vol. 1, No. 3 June 1998	TX4-689-176	26-May-98
1998	CLICK - Vol. 1, No. 4 August 1998	TX4-892-997	29-Apr-99
1998	CLICK - Vol. 1, No. 5 October 1998	TX4-892-998	29-Apr-99
1998	CLICK - Vol. 1, No. 6 December 1998	TX4-892-999	29-Apr-99
1998	CLICK - Vol. 2, No. 1 January 1999	TX 4-910-859	17-May-99
1999	CLICK - Vol. 2, No. 2 February 1999	TX 4-910-860	17-May-99
1999	CLICK - Vol. 2, No. 3 March 1999	TX 4-910-050	17-May-99
1999	CLICK - Vol. 2, No. 4 April 1999	TX 4-910-835	17-May-99
1999	CLICK - Vol. 2, No. 5 May/June 1999	TX4-901-442	17-May-99
1999	CLICK - Vol. 2, No. 6 July/August 1999	TX 4-949-268	25-Jun-99
1999	CLICK - Vol. 2, No. 7 September 1999	TX 5-015-650	10-Nov-99
1999	CLICK - Vol. 2, No. 8 October 1999	TX 5-014-054	10-Nov-99
1999	CLICK - Vol. 2, No. 9 November 1999	TX 5-014-053	10-Nov-99
1999	CLICK - Vol. 2, No. 10 December 1999		
1999	CLICK - Vol. 3, No. 1 January 2000		
2000	CLICK - Vol. 3, No. 2 February 2000		
2000	CLICK - Vol. 3, No. 3 March 2000		

©	Title	Registration #	Reg. Date
1973	CRICKET - Vol. 1., No. 1 January 1973	B 819712	15-Feb-73
1973	CRICKET - Vol. 1., No. 1 September 1973	B 873910	3-Oct-73
1973	CRICKET - Vol. 1., No. 2 October 1973	B 875759	10-Oct-73
1973	CRICKET - Vol. 1., No. 3 November 1973	B 882258	5-Nov-73
1973	CRICKET - Vol. 1., No. 4 December 1973	B 888934	3-Dec-73
1973	CRICKET - Vol. 1., No. 5 January 1974	B 896544	7-Jan-74
1974	CRICKET - Vol. 1., No. 6 February 1974	B 906531	7-Feb-74
1974	CRICKET - Vol. 1., No. 7 March 1974	B 911392	4-Mar-74
1974	CRICKET - Vol. 1., No. 8 April 1974	B 919972	3-Apr-74
1974	CRICKET - Vol. 1., No. 9 May 1974	B 928680	6-May-74
1974	CRICKET - Vol. 2, No. 1 September 1974	B 954428	29-Aug-74
1974	CRICKET - Vol. 2, No. 2 October 1974	B 961506	25-Sep-74
1974	CRICKET - Vol. 2, No. 3 November 1974	B 972305	11-Nov-74
1974	CRICKET - Vol. 2, No. 4 December 1974	B 974996	20-Nov-74
1975	CRICKET - Vol. 2, No. 5 January 1975	B 997821	30-Jan-75
1975	CRICKET - Vol. 2, No. 6 February 1975	B 2699	15-Jan-75
1975	CRICKET - Vol. 2, No. 7 March 1975	B 290	21-Feb-75
1975	CRICKET - Vol. 2, No. 8 April 1975	B 43324	19-Mar-75
1975	CRICKET - Vol. 2, No. 9 May 1975	B 17996	24-Apr-75
1975	CRICKET - Vol. 2, No. 10 June 1975	B 32880	27-May-75
1975	CRICKET - Vol. 2, No. 11 July 1975	B 34642	27-Jun-75
1975	CRICKET - Vol. 2, No. 12 August 1975	B 52641	4-Aug-75
1975	CRICKET - Vol. 3, No. 1 September 1975	B 50701	2-Sep-75
1975	CRICKET - Vol. 3, No. 2 October 1975	B 56709	25-Sep-75
1975	CRICKET - Vol. 3, No. 3 November 1975	B 64770	24-Oct-75
1975	CRICKET - Vol. 3, No. 4 December 1975	B 72676	28-Nov-75
1976	CRICKET - Vol. 3, No. 5 January 1976	B 81410	5-Jan-76
1976	CRICKET - Vol. 3, No. 6 February 1976	B 85998	19-Jan-76
1976	CRICKET - Vol. 3, No. 7 March 1976	B 95633	23-Feb-76
1976	CRICKET - Vol. 3, No. 8 April 1976	B 103424	22-Mar-76
1976	CRICKET - Vol. 3, No. 9 May 1976	B 111358	15-Apr-76
1976	CRICKET - Vol. 3, No. 10 June 1976	B 118742	14-May-76
1976	CRICKET - Vol. 3, No. 11 July 1976	B 132246	25-Jun-76
1976	CRICKET - Vol. 3, No. 12 August 1976	B 179524	22-Nov-76
1976	CRICKET - Vol. 4, No. 1 September 1976	B 142727	23-Aug-76
1976	CRICKET - Vol. 4, No. 2 October 1976	B 149867	20-Sep-76
1976	CRICKET - Vol. 4, No. 3 November 1976	B 163588	3-Nov-76
1976	CRICKET - Vol. 4, No. 4 December 1976	B 169700	22-Nov-76
1976	CRICKET - Vol. 4, No. 5 January 1977	B 184443	6-Jan-77
1976	CRICKET - Vol. 4, No. 6 February 1977	B 188506	3-Feb-77
1976	CRICKET - Vol. 4, No. 7 March 1977	B 202309	9-Mar-77
1976	CRICKET - Vol. 4, No. 8 April 1977	B 209361	4-Apr-77
1977	CRICKET - Vol. 4, No. 9 May 1977	B 218621	28-Apr-77
1977	CRICKET - Vol. 4, No. 10 June 1977	B 226553	31-May-77
1977	CRICKET - Vol. 4, No. 11 July 1977	B 235700	5-Jul-77
1977	CRICKET - Vol. 4, No. 12 August 1977	B 241102	25-Jul-77
1977	CRICKET - Vol. 5, No. 1 September 1977	B 287686	22-Aug-77
1977	CRICKET - Vol. 5, No. 2 October 1977	B 266299	11-Oct-77
1977	CRICKET - Vol. 5, No. 3 November 1977	B 271613	3-Nov-77

1977	CRICKET - Vol. 5, No. 4	December 1977	B 282994	5-Dec-77
1977	CRICKET - Vol. 5, No. 5	January 1978	TX 40-691	8-Mar-78
1978	CRICKET - Vol. 5, No. 6	February 1978	TX 9-295	15-Mar-78
1978	CRICKET - Vol. 5, No. 7	March 1978	TX 45-337	10-May-78
1978	CRICKET - Vol. 5, No. 8	April 1978	TX 22-754	6-Apr-78
1978	CRICKET - Vol. 5, No. 9	May 1978	TX 32-325	4-May-78
1978	CRICKET - Vol. 5, No. 10	June 1978	TX 49-817	5-Jun-78
1978	CRICKET - Vol. 5, No. 11	July 1978	TX 95-772	10-Jul-78
1978	CRICKET - Vol. 5, No. 12	August 1978	TX 80-004	3-Aug-78
1978	CRICKET - Vol. 6, No. 1	September 1978	TX 109-780	20-Sep-78
1978	CRICKET - Vol. 6, No. 2	October 1978	TX 159-998	18-Oct-78
1978	CRICKET - Vol. 6, No. 3	November 1978	TX 137-638	8-Nov-78
1978	CRICKET - Vol. 6, No. 4	December 1978	TX 155-598	11-Dec-78
1978	CRICKET - Vol. 6, No. 5	January 1979	TX 183-494	29-Jan-79
1979	CRICKET - Vol. 6, No. 6	February 1979	TX 192-495	16-Feb-79
1979	CRICKET - Vol. 6, No. 7	March 1979	TX 203-329	7-Mar-79
1979	CRICKET - Vol. 6, No. 8	April 1979	TX 226-103	9-Apr-79
1979	CRICKET - Vol. 6, No. 9	May 1979	TX 240-175	7-May-79
1979	CRICKET - Vol. 6, No. 10	June 1979	TX 260-893	4-Jun-79
1979	CRICKET - Vol. 6, No. 11	July 1979	TX 279-609	29-Jun-79
1979	CRICKET - Vol. 6, No. 12	August 1979	TX 296-100	25-Jul-79
1979	CRICKET - Vol. 7, No. 1	September 1979	TX 329-776	17-Sep-79
1979	CRICKET - Vol. 7, No. 2	October 1979	TX 339-062	1-Oct-79
1979	CRICKET - Vol. 7, No. 3	November 1979	TX 365-051	15-Nov-79
1979	CRICKET - Vol. 7, No. 4	December 1979	TX 381-031	14-Dec-79
1979	CRICKET - Vol. 7, No. 5	January 1980	TX 395-994	7-Jan-80
1980	CRICKET - Vol. 7, No. 6	February 1980	TX 413-596	8-Feb-80
1980	CRICKET - Vol. 7, No. 7	March 1980	TX 430-609	10-Mar-80
1980	CRICKET - Vol. 7, No. 8	April 1980	TX 449-214	8-Apr-80
1980	CRICKET - Vol. 7, No. 9	May 1980	TX 489-699	28-Apr-80
1980	CRICKET - Vol. 7, No. 10	June 1980	TX 483-762	2-Jun-80
1980	CRICKET - Vol. 7, No. 11	July 1980	TX 508-427	14-Jul-80
1980	CRICKET - Vol. 7, No. 12	August 1980	TX 532-016	19-Aug-80
1980	CRICKET - Vol. 8, No. 1	September 1980	TX 560-980	6-Oct-80
1980	CRICKET - Vol. 8, No. 2	October 1980	TX 566-645	15-Oct-80
1980	CRICKET - Vol. 8, No. 3	November 1980	TX 585-244	19-Nov-80
1980	CRICKET - Vol. 8, No. 4	December 1980	TX 615-908	21-Jan-81
1980	CRICKET - Vol. 8, No. 5	January 1981	TX 624-328	9-Feb-81
1981	CRICKET - Vol. 8, No. 6	February 1981	TX 623-052	5-Feb-81
1981	CRICKET - Vol. 8, No. 7	March 1981	TX 651-415	16-Mar-81
1981	CRICKET - Vol. 8, No. 8	April 1981	TX 733-680	21-Jul-81
1981	CRICKET - Vol. 8, No. 9	May 1981	TX 733-679	21-Jul-81
1981	CRICKET - Vol. 8, No. 10	June 1981	TX 749-749	17-Aug-81
1981	CRICKET - Vol. 8, No. 11	July 1981	TX 751-069	18-Aug-81
1981	CRICKET - Vol. 8, No. 12	August 1981	TX 777-196	5-Oct-81
1981	CRICKET - Vol. 9, No. 1	September 1981	TX 794-885	2-Nov-81
1981	CRICKET - Vol. 9, No. 2	October 1981	TX 794-884	2-Nov-81
1981	CRICKET - Vol. 9, No. 3	November 1981	TX 821-762	18-Dec-81
1981	CRICKET - Vol. 9, No. 4	December 1981	TX 821-789	18-Dec-81
1981	CRICKET - Vol. 9, No. 5	January 1982	TX 883-489	8-Mar-82

1982	CRICKET - Vol. 9, No. 6	February 1982	TX 865-344	8-Mar-82
1982	CRICKET - Vol. 9, No. 7	March 1982	TX 865-345	8-Mar-82
1982	CRICKET - Vol. 9, No. 8	April 1982	TX 920-984	14-Jun-82
1982	CRICKET - Vol. 9, No. 9	May 1982	TX 921-275	14-Jun-82
1982	CRICKET - Vol. 9, No. 10	June 1982	TX 921-274	14-Jun-82
1982	CRICKET - Vol. 9, No. 11	July 1982	TX 994-810	18-Oct-82
1982	CRICKET - Vol. 9, No. 12	August 1982	TX 994-811	18-Oct-82
1982	CRICKET - Vol. 10, No. 1	September 1982	TX 994-809	18-Oct-82
1982	CRICKET - Vol. 10, No. 2	October 1982	TX 1-078-243	9-Mar-83
1982	CRICKET - Vol. 10, No. 3	November 1982	TX 1-078-242	9-Mar-83
1982	CRICKET - Vol. 10, No. 4	December 1982	TX 1-078-244	9-Mar-83
1982	CRICKET - Vol. 10, No. 5	January 1983	TX 1-078-246	9-Mar-83
1983	CRICKET - Vol. 10, No. 6	February 1983	TX 1-078-247	9-Mar-83
1983	CRICKET - Vol. 10, No. 7	March 1983	TX 1-078-245	9-Mar-83
1983	CRICKET - Vol. 10, No. 8	April 1983	TX 1-179-736	29-Aug-83
1983	CRICKET - Vol. 10, No. 9	May 1983	TX 1-180-465	30-Aug-83
1983	CRICKET - Vol. 10, No. 10	June 1983	TX 1-183-512	2-Sep-83
1983	CRICKET - Vol. 10, No. 11	July 1983	TX 1-181-839	1-Sep-83
1983	CRICKET - Vol. 10, No. 12	August 1983	TX 1-180-467	30-Aug-83
1983	CRICKET - Vol. 11, No. 1	September 1983	TX 1-180-466	30-Aug-83
1983	CRICKET - Vol. 11, No. 2	October 1983	TX 1-523-922	20-Feb-85
1983	CRICKET - Vol. 11, No. 3	November 1983	TX 1-397-344	27-Jul-84
1983	CRICKET - Vol. 11, No. 4	December 1983	TX 1-397-351	27-Jul-84
1983	CRICKET - Vol. 11, No. 5	January 1984	TX 1-397-346	27-Jul-84
1984	CRICKET - Vol. 11, No. 6	February 1984	TX 1-397-352	27-Jul-84
1984	CRICKET - Vol. 11, No. 7	March 1984	TX 1-397-348	27-Jul-84
1984	CRICKET - Vol. 11, No. 8	April 1984	TX 1-397-350	27-Jul-84
1984	CRICKET - Vol. 11, No. 9	May 1984	TX 1-397-347	27-Jul-84
1984	CRICKET - Vol. 11, No. 10	June 1984	TX 1-397-345	27-Jul-84
1984	CRICKET - Vol. 11, No. 11	July 1984	TX 1-397-349	27-Jul-84
1984	CRICKET - Vol. 11, No. 12	August 1984	TX 1-531-160	1-Mar-85
1984	CRICKET - Vol. 12, No. 1	September 1984	TX 1-539-790	14-Mar-85
1984	CRICKET - Vol. 12, No. 2	October 1984	TX 1-539-219	13-Mar-85
1984	CRICKET - Vol. 12, No. 3	November 1984	TX 1-531-157	1-Mar-85
1984	CRICKET - Vol. 12, No. 4	December 1984	TX 1-531-159	1-Mar-85
1984	CRICKET - Vol. 12, No. 5	January 1985	TX 1-528-104	25-Feb-85
1985	CRICKET - Vol. 12, No. 6	February 1985	TX 1-528-103	25-Feb-85
1985	CRICKET - Vol. 12, No. 7	March 1985	TX 1-549-198	29-Mar-85
1985	CRICKET - Vol. 12, No. 8	April 1985	TX 1-577-122	26-Apr-85
1985	CRICKET - Vol. 12, No. 9	May 1985	TX 1-614-345	16-Jul-85
1985	CRICKET - Vol. 12, No. 10	June 1985	TX 1-605-297	26-Jun-85
1985	CRICKET - Vol. 12, No. 11	July 1985	TX 1-669-718	30-Sep-85
1985	CRICKET - Vol. 12, No. 12	August 1985	TX 1-764-409	24-Feb-86
1985	CRICKET - Vol. 13, No. 1	September 1985	TX 1-760-598	25-Feb-86
1985	CRICKET - Vol. 13, No. 2	October 1985	TX 1-758-872	14-Feb-86
1985	CRICKET - Vol. 13, No. 3	November 1985	TX 1-758-871	14-Feb-86
1985	CRICKET - Vol. 13, No. 4	December 1985	TX 1-764-445	24-Feb-86
1985	CRICKET - Vol. 13, No. 5	January 1986	TX 1-914-856	12-Sep-86
1986	CRICKET - Vol. 13, No. 6	February 1986	TX 1-893-680	15-Aug-86
1986	CRICKET - Vol. 13, No. 7	March 1986	TX 1-882-888	18-Aug-86

1986	CRICKET - Vol. 13, No. 8	April 1986	TX 1-885-931	11-Aug-86
1986	CRICKET - Vol. 13, No. 9	May 1986	TX 1-893-673	8-Aug-86
1986	CRICKET - Vol. 13, No. 10	June 1986	TX 1-893-674	8-Aug-86
1986	CRICKET - Vol. 13, No. 11	July 1986	TX 2-105-183	1-Jul-87
1986	CRICKET - Vol. 13, No. 12	August 1986	TX 2-101-116	6-Jul-87
1986	CRICKET - Vol. 14, No. 1	September 1986	TX 2-105-184	1-Jul-87
1986	CRICKET - Vol. 14, No. 2	October 1986	TX 2-105-181	1-Jul-87
1986	CRICKET - Vol. 14, No. 3	November 1986	TX 2-101-501	1-Jul-87
1986	CRICKET - Vol. 14, No. 4	December 1986	TX 2-105-182	1-Jul-87
1986	CRICKET - Vol. 14, No. 5	January 1987	TX 2-226-357	22-Dec-87
1987	CRICKET - Vol. 14, No. 6	February 1987	TX 2-219-173	16-Dec-87
1987	CRICKET - Vol. 14, No. 7	March 1987	TX 2-208-601	4-Dec-87
1987	CRICKET - Vol. 14, No. 8	April 1987	TX 2-197-466	3-Dec-87
1987	CRICKET - Vol. 14, No. 9	May 1987	TX 2-208-597	4-Dec-87
1987	CRICKET - Vol. 14, No. 10	June 1987	TX 2-208-641	7-Dec-87
1987	CRICKET - Vol. 14, No. 11	July 1987	TX 2-208-598	4-Dec-87
1987	CRICKET - Vol. 14, No. 12	August 1987	TX 2-197-468	3-Dec-87
1987	CRICKET - Vol. 15, No. 1	September 1987	TX 2-208-600	4-Dec-87
1987	CRICKET - Vol. 15, No. 2	October 1987	TX 2-209-329	7-Dec-87
1987	CRICKET - Vol. 15, No. 3	November 1987	TX 2-209-553	3-Dec-87
1987	CRICKET - Vol. 15, No. 4	December 1987	TX 2-232-566	11-Jan-88
1987	CRICKET - Vol. 15, No. 5	January 1988	TX 2-344-228	16-Jun-88
1988	CRICKET - Vol. 15, No. 6	February 1988	TX 2-351-286	17-Jun-88
1988	CRICKET - Vol. 15, No. 7	March 1988	TX 2-344-229	17-Jun-88
1988	CRICKET - Vol. 15, No. 8	April 1988	TX 2-346-258	20-Jun-88
1988	CRICKET - Vol. 15, No. 9	May 1988	TX 2-337-792	24-Jun-88
1988	CRICKET - Vol. 15, No. 10	June 1988	TX 2-413-250	24-Jun-88
1988	CRICKET - Vol. 15, No. 11	July 1988	TX 2-335-914	24-Jun-88
1988	CRICKET - Vol. 15, No. 12	August 1988	TX 2-434-596	7-Nov-88
1988	CRICKET - Vol. 16, No. 1	September 1988	TX 2-440-050	14-Nov-88
1988	CRICKET - Vol. 16, No. 2	October 1988	TX 2-440-109	14-Nov-88
1988	CRICKET - Vol. 16, No. 3	November 1988	TX 2-511-837	6-Mar-89
1988	CRICKET - Vol. 16, No. 4	December 1988	TX 2-511-836	6-Mar-89
1988	CRICKET - Vol. 16, No. 5	January 1989	TX 2-515-420	7-Mar-89
1989	CRICKET - Vol. 16, No. 6	February 1989	TX 2-699-935	11-Sep-89
1989	CRICKET - Vol. 16, No. 7	March 1989	TX 2-669-051	12-Sep-89
1989	CRICKET - Vol. 16, No. 8	April 1989	TX 2-702-481	12-Sep-89
1989	CRICKET - Vol. 16, No. 9	May 1989	TX 2-643-903	11-Sep-89
1989	CRICKET - Vol. 16, No. 10	June 1989	TX 2-679-950	30-Oct-89
1989	CRICKET - Vol. 16, No. 11	July 1989	TX 2-669-646	24-Oct-89
1989	CRICKET - Vol. 16, No. 12	August 1989	TX 2-668-183	24-Oct-89
1989	CRICKET - Vol. 17, No. 1	September 1989	TX 2-771-229	12-Mar-90
1989	CRICKET - Vol. 17, No. 2	October 1989	TX 2-770-537	12-Mar-90
1989	CRICKET - Vol. 17, No. 3	November 1989	TX 2-775-074	13-Mar-90
1989	CRICKET - Vol. 17, No. 4	December 1989	TX 2-773-980	12-Mar-90
1989	CRICKET - Vol. 17, No. 5	January 1990	TX 2-773-420	13-Mar-90
1990	CRICKET - Vol. 17, No. 6	February 1990	TX 2-778-027	12-Mar-90
1990	CRICKET - Vol. 17, No. 7	March 1990	TX 2-870-281	20-Jul-90
1990	CRICKET - Vol. 17, No. 8	April 1990	TX 2-870-282	20-Jul-90
1990	CRICKET - Vol. 17, No. 9	May 1990	TX 2-872-258	20-Jul-90

1990	CRICKET - Vol. 17, No. 10	June 1990	TX 2-872-257	20-Jul-90
1990	CRICKET - Vol. 17, No. 11	July 1990	TX 2-872-256	20-Jul-90
1990	CRICKET - Vol. 17, No. 12	August 1990	TX 2-915-064	28-Sep-90
1990	CRICKET - Vol. 18, No. 1	September 1990	TX 2-910-925	1-Oct-90
1990	CRICKET - Vol. 18, No. 2	October 1990	TX 3-056-365	28-Feb-91
1990	CRICKET - Vol. 18, No. 3	November 1990	TX 3-031-593	28-Feb-91
1990	CRICKET - Vol. 18, No. 4	December 1990	TX 3-029-478	28-Feb-91
1990	CRICKET - Vol. 18, No. 5	January 1991	TX 3-071-400	28-May-91
1991	CRICKET - Vol. 18, No. 6	February 1991	TX 3-084-252	28-May-91
1991	CRICKET - Vol. 18, No. 7	March 1991	TX 3-073-910	28-May-91
1991	CRICKET - Vol. 18, No. 8	April 1991	TX 3-081-240	28-May-91
1991	CRICKET - Vol. 18, No. 9	May 1991	TX 3-163-338	21-Oct-91
1991	CRICKET - Vol. 18, No. 10	June 1991	TX 3-174-481	21-Oct-91
1991	CRICKET - Vol. 18, No. 11	July 1991	TX 3-162-860	21-Oct-91
1991	CRICKET - Vol. 18, No. 12	August 1991	TX 3-162-858	21-Oct-91
1991	CRICKET - Vol. 19, No. 1	September 1991	TX 3-162-859	21-Oct-91
1991	CRICKET - Vol. 19, No. 2	October 1991	TX 3-162-226	21-Oct-91
1991	CRICKET - Vol. 19, No. 3	November 1991	TX 3-244-682	31-Jan-92
1991	CRICKET - Vol. 19, No. 4	December 1991	TX 3-246-326	3-Feb-92
1991	CRICKET - Vol. 19, No. 5	January 1992	TX 3-244-614	3-Feb-92
1992	CRICKET - Vol. 19, No. 6	February 1992	TX 3-289-118	6-Apr-92
1992	CRICKET - Vol. 19, No. 7	March 1992	TX 3-308-718	7-Apr-92
1992	CRICKET - Vol. 19, No. 8	April 1992	TX 3-352-130	21-Jul-92
1992	CRICKET - Vol. 19, No. 9	May 1992	TX 3-352-129	21-Jul-92
1992	CRICKET - Vol. 19, No. 10	June 1992	TX 3-346-739	17-Jul-92
1992	CRICKET - Vol. 19, No. 11	July 1992	TX 3-468-031	21-Jan-93
1992	CRICKET - Vol. 19, No. 12	August 1992	TX 3-467-817	19-Jan-93
1992	CRICKET - Vol. 20, No. 1	September 1992	TX 3-467-837	19-Jan-93
1992	CRICKET - Vol. 20, No. 2	October 1992	TX 3-493-800	19-Jan-93
1992	CRICKET - Vol. 20, No. 3	November 1992	TX 3-521-976	19-Mar-93
1992	CRICKET - Vol. 20, No. 4	December 1992	TX 3-506-929	22-Mar-93
1992	CRICKET - Vol. 20, No. 5	January 1993	TX 3-506-925	22-Mar-93
1993	CRICKET - Vol. 20, No. 6	February 1993	TX 3-516-162	19-Mar-93
1993	CRICKET - Vol. 20, No. 7	March 1993	TX 3-597-909	21-Jun-93
1993	CRICKET - Vol. 20, No. 8	April 1993	TX 3-597-908	21-Jun-93
1993	CRICKET - Vol. 20, No. 9	May 1993	TX 3-553-022	21-Jun-93
1993	CRICKET - Vol. 20, No. 10	June 1993	TX 3-640-980	14-Sep-93
1993	CRICKET - Vol. 20, No. 11	July 1993	TX 3-709-385	13-Sep-93
1993	CRICKET - Vol. 20, No. 12	August 1993	TX 3-640-867	13-Sep-93
1993	CRICKET - Vol. 21, No. 1	September 1993	TX 3-801-339	25-Apr-94
1993	CRICKET - Vol. 21, No. 2	October 1993	TX 3-829-023	19-Apr-94
1993	CRICKET - Vol. 21, No. 3	November 1993	TX 3-828-804	25-Apr-94
1993	CRICKET - Vol. 21, No. 4	December 1993	TX 3-828-803	25-Apr-94
1993	CRICKET - Vol. 21, No. 5	January 1994	TX 3-931-133	20-Oct-94
1994	CRICKET - Vol. 21, No. 6	February 1994	TX 3-926-118	20-Oct-94
1994	CRICKET - Vol. 21, No. 7	March 1994	TX 3-926-117	20-Oct-94
1994	CRICKET - Vol. 21, No. 8	April 1994	TX 3-927-341	18-Oct-94
1994	CRICKET - Vol. 21, No. 9	May 1994	TX 3-947-518	14-Nov-94
1994	CRICKET - Vol. 21, No. 10	June 1994	TX 3-946-492	14-Nov-94
1994	CRICKET - Vol. 21, No. 11	July 1994	TX 3-949-566	14-Nov-94

1994	CRICKET - Vol. 21, No. 12	August 1994	TX 3-940-160	16-Nov-94
1994	CRICKET - Vol. 22, No. 1	September 1994	TX 4-120-658	15-Jun-95
1994	CRICKET - Vol. 22, No. 2	October 1994	TX 4-100-101	15-Jun-95
1994	CRICKET - Vol. 22, No. 3	November 1994	TX 4-067-049	15-Jun-95
1994	CRICKET - Vol. 22, No. 4	December 1994	TX 4-079-858	15-Jun-95
1994	CRICKET - Vol. 22, No. 5	January 1995	TX 4-150-557	23-Oct-95
1995	CRICKET - Vol. 22, No. 6	February 1995	TX 4-150-620	23-Oct-95
1995	CRICKET - Vol. 22, No. 7	March 1995	TX 4-154-090	26-Oct-95
1995	CRICKET - Vol. 22, No. 8	April 1995	TX 4-378-355	31-Oct-96
1995	CRICKET - Vol. 22, No. 9	May 1995	TX 4-451-618	31-Oct-96
1995	CRICKET - Vol. 22, No. 10	June 1995	TX 4-451-617	31-Oct-96
1995	CRICKET - Vol. 22, No. 11	July 1995	TX 4-365-342	29-Oct-96
1995	CRICKET - Vol. 22, No. 12	August 1995	TX 4-371-131	15-Nov-96
1995	CRICKET - Vol. 23, No. 1	September 1995	TX 4-371-125	15-Nov-96
1995	CRICKET - Vol. 23, No. 2	October 1995	TX 4-371-190	15-Nov-96
1995	CRICKET - Vol. 23, No. 3	November 1995	TX 4-383-650	15-Nov-96
1995	CRICKET - Vol. 23, No. 4	December 1995	TX 4-383-652	15-Nov-96
1995	CRICKET - Vol. 23, No. 5	January 1996	TX 4-430-984	20-Feb-97
1996	CRICKET - Vol. 23, No. 6	February 1996	TX 4-430-983	20-Feb-97
1996	CRICKET - Vol. 23, No. 7	March 1996	TX 4-430-977	20-Feb-97
1996	CRICKET - Vol. 23, No. 8	April 1996	TX 4-430-976	20-Feb-97
1996	CRICKET - Vol. 23, No. 9	May 1996	TX 4-430-975	20-Feb-97
1996	CRICKET - Vol. 23, No. 10	June 1996	TX 4-430-974	20-Feb-97
1996	CRICKET - Vol. 23, No. 11	July 1996	TX 4-430-982	20-Feb-97
1996	CRICKET - Vol. 23, No. 12	August 1996	TX 4-430-981	20-Feb-97
1996	CRICKET - Vol. 24, No. 1	September 1996	TX 4-430-980	20-Feb-97
1996	CRICKET - Vol. 24, No. 2	October 1996	TX 4-430-989	20-Feb-97
1996	CRICKET - Vol. 24, No. 3	November 1996	TX 4-430-988	20-Feb-97
1996	CRICKET - Vol. 24, No. 4	December 1996	TX 4-430-987	20-Feb-97
1996	CRICKET - Vol. 24, No. 5	January 1997	TX 4-898-877	19-Apr-99
1997	CRICKET - Vol. 24, No. 6	February 1997	TX 4-901-567	19-Apr-99
1997	CRICKET - Vol. 24, No. 7	March 1997	TX 4-901-572	19-Apr-99
1997	CRICKET - Vol. 24, No. 8	April 1997	TX 4-901-573	19-Apr-99
1997	CRICKET - Vol. 24, No. 9	May 1997	TX 4-901-571	19-Apr-99
1997	CRICKET - Vol. 24, No. 10	June 1997	TX 4-901-574	19-Apr-99
1997	CRICKET - Vol. 24, No. 11	July 1997	TX 4-887-652	19-Apr-99
1997	CRICKET - Vol. 24, No. 12	August 1997	TX 4-887-653	19-Apr-99
1997	CRICKET - Vol. 25, No. 1	September 1997	TX 4-887-650	19-Apr-99
1997	CRICKET - Vol. 25, No. 2	October 1997	TX 4-887-649	19-Apr-99
1997	CRICKET - Vol. 25, No. 3	November 1997	TX 4-887-654	19-Apr-99
1997	CRICKET - Vol. 25, No. 4	December 1997	TX 4-901-568	19-Apr-99
1997	CRICKET - Vol. 25, No. 5	January 1998	TX 4-892-988	29-Apr-99
1998	CRICKET - Vol. 25, No. 6	February 1998	TX 4-892-989	29-Apr-99
1998	CRICKET - Vol. 25, No. 7	March 1998	TX 4-892-994	29-Apr-99
1998	CRICKET - Vol. 25, No. 8	April 1998	TX 4-892-995	29-Apr-99
1998	CRICKET - Vol. 25, No. 9	May 1998	TX 4-892-991	29-Apr-99
1998	CRICKET - Vol. 25, No. 10	June 1998	TX 4-893-004	29-Apr-99
1998	CRICKET - Vol. 25, No. 11	July 1998	TX 4-893-005	29-Apr-99
1998	CRICKET - Vol. 25, No. 12	August 1998	TX 4-893-003	29-Apr-99
1998	CRICKET - Vol. 26, No. 1	September 1998	TX 4-892-993	29-Apr-99

1998	CRICKET - Vol. 26, No. 2	October 1998	TX 4-892-992	29 arp 99
1998	CRICKET - Vol. 26, No. 3	November 1998	TX 4-885-400	29-Apr-99
1998	CRICKET - Vol. 26, No. 4	December 1998	TX 4-892-996	29-Apr-99
1998	CRICKET - Vol. 26, No. 5	January 1999	TX 4-910-834	17-May-99
1999	CRICKET - Vol. 26, No. 6	February 1999	TX 4-910-841	17-May-99
1999	CRICKET - Vol. 26, No. 7	March 1999	TX 4-910-840	17-May-99
1999	CRICKET - Vol. 26, No. 8	April 1999	TX 4-893-089	17-May-99
1999	CRICKET - Vol. 26, No. 9	May 1999	TX 4-910-832	17-May-99
1999	CRICKET - Vol. 26, No. 10	June 1999	TX 4-929-655	25-Jun-99
1999	CRICKET - Vol. 26, No. 11	July 1999	TX 4-936-090	25-Jun-99
1999	CRICKET - Vol. 26, No. 12	August 1999	TX 5-014-056	10-Nov-99
1999	CRICKET - Vol. 27, No. 1	September 1999	TX 5-014-055	10-Nov-99
1999	CRICKET - Vol. 27, No. 2	October 1999	TX 5-015-652	10-Nov-99
1999	CRICKET - Vol. 27, No. 3	November 1999	TX 5-015-651	10-Nov-99
1999	CRICKET - Vol. 27, No. 4	December 1999		
1999	CRICKET - Vol. 27, No. 5	January 2000		
2000	CRICKET - Vol. 27, No. 6	February 2000		
2000	CRICKET - Vol. 27, No. 7	March 2000		

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1999	Mop to the Rescue	TX 4-982-825	17-May-99
1999	Casebook of a Private (Cat's) Eye		
1999	Two Suns in the Sky	TX4-982-794	17-May-99
1999	Oh No, It's Robert		
1999	The Boy Trap		
1999	Running on Eggs		
1999	Eleanor Hill		

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1989	LADYBUG - Vol. 1, No. 1 September 1990 (Premier Issue)	TX 2-935-167	9-Oct-90
1989	LADYBUG - Vol. 1, No. 1 September 1990	TX 2-975-643	21-Dec-90
1990	LADYBUG - Vol. 1, No. 2 October 1990	TX 3-063-965	19-Apr-91
1990	LADYBUG - Vol. 1, No. 3 November 1990	TX 3-057-326	25-Apr-91
1990	LADYBUG - Vol. 1, No. 4 December 1990	TX 3-072-883	19-Apr-91
1990	LADYBUG - Vol. 1, No. 5 January 1991	TX 3-073-493	19-Apr-91
1991	LADYBUG - Vol. 1, No. 6 February 1991	TX 3-071-814	17-Jun-91
1991	LADYBUG - Vol. 1, No. 7 March 1991	TX 3-115-677	17-Jun-91
1991	LADYBUG - Vol. 1, No. 8 April 1991	TX 3-099-979	18-Jun-91
1991	LADYBUG - Vol. 1, No. 9 May 1991	TX 3-174-441	4-Nov-91
1991	LADYBUG - Vol. 1, No. 10 June 1991	TX 3-186-742	4-Nov-91
1991	LADYBUG - Vol. 1, No. 11 July 1991	TX 3-188-523	5-Nov-91
1991	LADYBUG - Vol. 1, No. 12 August 1991	TX 3-188-582	4-Nov-91
1991	LADYBUG - Vol. 2, No. 1 September 1991	TX 3-186-741	4-Nov-91
1991	LADYBUG - Vol. 2, No. 2 October 1991	TX 3-186-740	4-Nov-91
1991	LADYBUG - Vol. 2, No. 3 November 1991	TX 3-246-930	3-Feb-92
1991	LADYBUG - Vol. 2, No. 4 December 1991	TX 3-250-110	3-Feb-92
1991	LADYBUG - Vol. 2, No. 5 January 1992	TX 3-250-035	3-Feb-92
1992	LADYBUG - Vol. 2, No. 6 February 1992	TX 3-328-776	6-Apr-92
1992	LADYBUG - Vol. 2, No. 7 March 1992	TX 3-318-597	6-Apr-92
1992	LADYBUG - Vol. 2, No. 8 April 1992	TX 3-355-923	17-Jul-92
1992	LADYBUG - Vol. 2, No. 9 May 1992	TX 3-349-281	20-Jul-92
1992	LADYBUG - Vol. 2, No. 10 June 1992	TX 3-349-282	20-Jul-92
1992	LADYBUG - Vol. 2, No. 11 July 1992	TX 3-496-905	19-Jan-93
1992	LADYBUG - Vol. 2, No. 12 August 1992	TX 3-467-818	19-Jan-93
1992	LADYBUG - Vol. 3, No. 1 September 1992	TX 3-467-819	19-Jan-93
1992	LADYBUG - Vol. 3, No. 2 October 1992	TX 3-459-343	19-Jan-93
1992	LADYBUG - Vol. 3, No. 3 November 1992	TX 3-521-043	19-Mar-93
1992	LADYBUG - Vol. 3, No. 4 December 1992	TX 3-500-821	19-Mar-93
1992	LADYBUG - Vol. 3, No. 5 January 1993	TX 3-500-775	19-Mar-93
1993	LADYBUG - Vol. 3, No. 6 February 1993	TX 3-500-820	19-Mar-93
1993	LADYBUG - Vol. 3, No. 7 March 1993	TX 3-691-548	21-Jun-93
1993	LADYBUG - Vol. 3, No. 8 April 1993	TX 3-691-549	21-Jun-93
1993	LADYBUG - Vol. 3, No. 9 May 1993	TX 3-603-127	21-Jun-93
1993	LADYBUG - Vol. 3, No. 10 June 1993	TX 3-661-109	15-Sep-93
1993	LADYBUG - Vol. 3, No. 11 July 1993	TX 3-641-081	14-Sep-93
1993	LADYBUG - Vol. 3, No. 12 August 1993	TX 3-641-006	14-Sep-93
1993	LADYBUG - Vol. 4, No. 1 September 1993	TX 3-840-417	25-Apr-94
1993	LADYBUG - Vol. 4, No. 2 October 1993	TX 3-822-988	25-Apr-94
1993	LADYBUG - Vol. 4, No. 3 November 1993	TX 3-824-672	25-Apr-94
1993	LADYBUG - Vol. 4, No. 4 December 1993	TX 3-824-673	25-Apr-94
1993	LADYBUG - Vol. 4, No. 5 January 1994	TX 3-926-119	20-Oct-94
1994	LADYBUG - Vol. 4, No. 6 February 1994	TX 3-930-954	31-Oct-94
1994	LADYBUG - Vol. 4, No. 7 March 1994	TX 3-927-283	31-Oct-94
1994	LADYBUG - Vol. 4, No. 8 April 1994	TX 3-927-284	31-Oct-94
1994	LADYBUG - Vol. 4, No. 9 May 1994	TX 3-940-907	14-Nov-94
1994	LADYBUG - Vol. 4, No. 10 June 1994	TX 3-646-549	14-Nov-94
1994	LADYBUG - Vol. 4, No. 11 July 1994	TX 3-646-448	14-Nov-94

1994	LADYBUG - Vol. 4, No. 12	August 1994	TX 3-936-375	14-Nov-94
1994	LADYBUG - Vol. 5, No. 1	September 1994	TX 4-038-476	19-Jun-95
1994	LADYBUG - Vol. 5, No. 2	October 1994	TX 4-059-381	19-Jun-95
1994	LADYBUG - Vol. 5, No. 3	November 1994	TX 4-053-200	15-Jun-95
1994	LADYBUG - Vol. 5, No. 4	December 1994	TX 4-062-621	15-Jun-95
1994	LADYBUG - Vol. 5, No. 5	January 1995	TX 4-150-247	23-Oct-95
1995	LADYBUG - Vol. 5, No. 6	February 1995	TX 4-154-109	23-Oct-95
1995	LADYBUG - Vol. 5, No. 7	March 1995	TX 4-154-108	23-Oct-95
1995	LADYBUG - Vol. 5, No. 8	April 1995	TX 4-374-074	31-Oct-96
1995	LADYBUG - Vol. 5, No. 9	May 1995	TX 4-373-973	31-Oct-96
1995	LADYBUG - Vol. 5, No. 10	June 1995	TX 4-365-341	29-Oct-96
1995	LADYBUG - Vol. 5, No. 11	July 1995	TX 4-362-288	29-Oct-96
1995	LADYBUG - Vol. 5, No. 12	August 1995	TX 4-383-651	15-Nov-96
1995	LADYBUG - Vol. 6, No. 1	September 1995	TX 4-371-128	15-Nov-96
1995	LADYBUG - Vol. 6, No. 2	October 1995	TX 4-371-126	15-Nov-96
1995	LADYBUG - Vol. 6, No. 3	November 1995	TX 4-383-696	15-Nov-96
1995	LADYBUG - Vol. 6, No. 4	December 1995	TX 4-383-695	15-Nov-96
1995	LADYBUG - Vol. 6, No. 5	January 1996	TX 4-431-166	20-Feb-97
1996	LADYBUG - Vol. 6, No. 6	February 1996	TX 4-431-163	20-Feb-97
1996	LADYBUG - Vol. 6, No. 7	March 1996	TX 4-437-738	20-Feb-97
1996	LADYBUG - Vol. 6, No. 8	April 1996	TX 4-437-739	20-Feb-97
1996	LADYBUG - Vol. 6, No. 9	May 1996	TX 4-431-170	20-Feb-97
1996	LADYBUG - Vol. 6, No. 10	June 1996	TX 4-431-169	20-Feb-97
1996	LADYBUG - Vol. 6, No. 11	July 1996	TX 4-431-168	20-Feb-97
1996	LADYBUG - Vol. 6, No. 12	August 1996	TX 4-431-167	20-Feb-97
1996	LADYBUG - Vol. 7, No. 1	September 1996	TX 4-430-978	20-Feb-97
1996	LADYBUG - Vol. 7, No. 2	October 1996	TX 4-431-165	20-Feb-97
1996	LADYBUG - Vol. 7, No. 3	November 1996	TX 4-431-164	20-Feb-97
1996	LADYBUG - Vol. 7, No. 4	December 1996	TX 4-430-990	20-Feb-97
1996	LADYBUG - Vol. 7, No. 5	January 1997	TX 4-952-036	19-Apr-99
1997	LADYBUG - Vol. 7, No. 6	February 1997	TX 4-901-575	19-Apr-99
1997	LADYBUG - Vol. 7, No. 7	March 1997	TX 4-887-645	19-Apr-99
1997	LADYBUG - Vol. 7, No. 8	April 1997	TX 4-887-646	19-Apr-99
1997	LADYBUG - Vol. 7, No. 9	May 1997	TX 4-887-647	19-Apr-99
1997	LADYBUG - Vol. 7, No.10	June 1997	TX 4-887-648	19-Apr-99
1997	LADYBUG - Vol. 7, No.11	July 1997	TX 4-901-570	19-Apr-99
1997	LADYBUG - Vol. 7, No.12	August 1997	TX 4-895-581	19-Apr-99
1997	LADYBUG - Vol. 8, No. 1	September 1997	TX 4-901-569	19-Apr-99
1997	LADYBUG - Vol. 8, No. 2	October 1997	TX 4-892-403	19-Apr-99
1997	LADYBUG - Vol. 8, No. 3	November 1997	TX 4-892-402	19-Apr-99
1997	LADYBUG - Vol. 8, No. 4	December 1997	TX 4-892-401	19-Apr-99
1997	LADYBUG - Vol. 8, No. 5	January 1998	TX 4-884-450	29-Apr-99
1998	LADYBUG - Vol. 8, No. 6	February 1998	TX 4-884-451	29-Apr-99
1998	LADYBUG - Vol. 8, No. 7	March 1998	TX 4-884-447	29-Apr-99
1998	LADYBUG - Vol. 8, No. 8	April 1998	TX 4-884-448	29-Apr-99
1998	LADYBUG - Vol. 8, No. 9	May 1998	TX 4-884-449	29-Apr-99
1998	LADYBUG - Vol. 8, No. 10	June 1998	TX 4-884-452	29-Apr-99
1998	LADYBUG - Vol. 8, No. 11	July 1998	TX 4-884-453	29-Apr-99
1998	LADYBUG - Vol. 8, No. 12	August 1998	TX 4-884-454	29-Apr-99
1998	LADYBUG - Vol. 9, No. 1	September 1998	TX 4-884-455	29-Apr-99

1998	LADYBUG - Vol. 9, No. 2	October 1998	TX 4-884-456	29-Apr-99
1998	LADYBUG - Vol. 9, No. 3	November 1998	TX 4-884-445	29-Apr-99
1998	LADYBUG - Vol. 9, No. 4	December 1998	TX 4-884-446	29-Apr-99
1998	LADYBUG - Vol. 9, No. 5	January 1999	TX 4-910-839	17-May-99
1999	LADYBUG - Vol. 9, No. 6	February 1999	TX 4-910-836	17-May-99
1999	LADYBUG - Vol. 9, No. 7	March 1999	TX 4-910-837	17-May-99
1999	LADYBUG - Vol. 9, No. 8	April 1999	TX 4-910-838	17-May-99
1999	LADYBUG - Vol. 9, No. 9	May 1999	TX 4-901-378	17-May-99
1999	LADYBUG - Vol. 9, No. 10	June 1999	TX 4-929-651	25-Jun-99
1999	LADYBUG - Vol. 9, No. 11	July 1999	TX 4-929-652	25-Jun-99
1999	LADYBUG - Vol. 9, No. 12	August 1999	TX 5-014-060	10-Nov-99
1999	LADYBUG - Vol. 10, No. 1	September 1999	TX 5-014-059	10-Nov-99
1999	LADYBUG - Vol. 10, No. 2	October 1999	TX 5-015-649	10-Nov-99
1999	LADYBUG - Vol. 10, No. 3	November 1999	TX 5-014-058	10-Nov-99
1999	LADYBUG - Vol. 10, No. 4	December 1999		
1999	LADYBUG - Vol. 10, No. 5	January 2000		
2000	LADYBUG - Vol. 10, No. 6	February 2000		
2000	LADYBUG - Vol. 10, No. 7	March 2000		

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1996	MUSE - Vol. 1, No. 1 January 1997 (Premiere Issue)	TX 4-379-229	19-Nov-96
1997	MUSE - Vol. 1, No. 2 March 1977	TX 4-546-864	24-Sep-97
1997	MUSE - Vol. 1, No. 3 May 1977	TX 4-546-863	24-Sep-97
1997	MUSE - Vol. 1, No. 4 August 1977	TX 4-546-697	24-Sep-97
1997	MUSE - Vol. 1, No. 5 October 1977	TX 4-546-691	24-Sep-97
1997	MUSE - Vol. 1, No. 6 December 1997	TX 4-689-174	26-May-98
1997	MUSE - Vol. 2, No. 1 February 1998	TX 4-689-173	26-May-98
1998	MUSE - Vol. 2, No. 2 April 1998	TX 4-689-172	26-May-98
1998	MUSE - Vol. 2, No. 3 June 1998	TX 4-689-171	26-May-98
1998	MUSE - Vol. 2, No. 4 August 1998	TX 4-891-028	29-Apr-99
1998	MUSE - Vol. 2, No. 5 October 1998	TX 4-891-027	29-Apr-99
1998	MUSE - Vol. 2, No. 6 December 1998	TX 4-885-322	29-Apr-99
1998	MUSE - Vol. 3, No. 1 January 1999	TX 4-910-029	17-May-99
1999	MUSE - Vol. 3, No. 2 February 1999	TX 4-910-845	17-May-99
1999	MUSE - Vol. 3, No. 3 March 1999	TX 4-910-844	17-May-99
1999	MUSE - Vol. 3, No. 4 April 1999	TX 4-910-843	17-May-99
1999	MUSE - Vol. 3, No. 5 May/June 1999	TX 4-910-842	17-May-99
1999	MUSE - Vol. 3, No. 6 July/August 1999	TX 4-929-656	25-Jun-99
1999	MUSE - Vol. 3, No. 7 September 1999	TX 5-014-062	10-Nov-99
1999	MUSE - Vol. 3, No. 8 October 1999	TX 5-015-653	10-Nov-99
1999	MUSE - Vol. 3, No. 9 November 1999	TX 5-015-654	10-Nov-99
1999	MUSE - Vol. 3, No. 10 December 1999		
1999	MUSE - Vol. 4, No. 1 January 2000		
2000	MUSE - Vol. 4, No. 2 February 2000		
2000	MUSE - Vol. 4, No. 3 March 2000		

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1931	The Devil in Legend and Literature	R 245639	17-Nov-59
1933	The New Orient. A Series of Monographs on Oriental Culture	R 286976	18-Dec-61
1934	The New Orient. Series of Monographs Oriental Cult, Vol 2	R 286977	18-Dec-61
1936	William Torrey Harris. 1835-1935. A Collection of Essays	R 310032	7-Feb-63
1947	Perseus and the Gorgon	R 601195	27-Mar-75
1947	An Analysis of Knowledge and Valuation	R 601196	27-Mar-75
1951	Nature, Mind and Death	RE 34-437	28-Sep-79
1956	Toward a Perspective Realism	TX 1-329-229	21-Nov-83
1959	India and Christendom	A 432255	7-Mar-60
1959	Modern Trends in World Religions	A 432256	7-Mar-60
1960	The Revolt Against Dualism	A 478059	30-Dec-60
1961	John Colet and the Platonic Tradition Series: Fishers with Platonic	A 526477	18-Oct-61
1961	The English Debate on Suicide from Donne to Hume	A 543096	29-Dec-61
1962	Saint Anselm, Basic Writings	A 578708	4-Sep-62
1962	T.S. Eliot: Aesthetics & History	A 599124	19-Dec-62
1962	The Logic of Perfection and Other Essays in Neoclassical Metaphy	A 560617	11-May-62
1962	Philosophy and Its History	A 604527	17-Jan-63
1962	Thinking and Perceiving	A 556314	2-Apr-62
1963	What Is Value?	A 629206	20-May-63
1964	In the Hope of Nibbana	A 717696	28-Sep-64
1964	The Theory of Practical Reason	A 785647	2-Jun-65
1965	Anselm's Discovery	A 817517	23-Feb-66
1965	Hegel's Phenomenology	A 781078	11-Aug-65
1966	Concept and Quality	A 950261	13-Nov-67
1967	A Natural Theology for Our Time	A 914173	29-May-67
1970	Creative Synthesis & Philosophic Method	A-B 12087	10-Aug-70
1971	Basic Issues in the Philosophy of Time	A 321692	5-Apr-72
1971	What Is Value? (Second Edition)	A 255359	14-Jul-71
1973	Marx and Burke: A Revisionist View	A 442229	12-Jun-73
1973	The Uses of a Liberal Education	A 509275	4-Mar-74
1973	Education and the Taming of Power	A 496063	24-Jan-74
1973	Hoffer's America	A 477345	2-Nov-73
1973	Breathes There the Man	A 508188	4-Mar-74
1973	Karma/Nirvana	A 508187	4-Mar-74
1974	Some of My Best Friends are Christians	A 580651	18-Oct-74
1974	Modern France	A 558569	21-Aug-74
1974	Magic Squares	A 580649	18-Oct-74
1974	The Golden Dragon Alfred the Great and His Times	A 593022	13-Jan-75
1974	Up Against Daley	A 580652	18-Oct-74
1974	Zen Meditation of Christians	A 560640	16-Sep-74
1974	Christianity Meets Buddhism	A 593021	13-Jan-75
1974	A Prince of Journalists	A 591078	24-Oct-74
1974	The History of the Devil and the Idea of Evil	A 580653	18-Oct-74
1974	The Roots of Reference	A 522372	12-Apr-74
1974	The Twelve-Year Sentence	A 556155	24-Jun-74
1974	The Balancing Act	A 603468	11-Nov-74
1974	On the Fourfold Root of the Principle of Sufficient Reason	A 580650	18-Oct-74
1974	Tradition and Reform in Education	A 531387	13-May-74
1974	Whose FBI?	A 591079	24-Oct-74

1975	Unready Kilowatts	A 607546	20-Feb-75
1975	A Tolkien Compass	A 622214	2-Apr-75
1975	Spinoza: Essays in Interpretation	A 600351	22-Jan-75
1976	Some Questions About Language	A 771025	16-Aug-76
1976	The Abdication of Philosophy	A 771024	16-Aug-76
1976	Lord Acton: Historian of Liberty	A 891028	20-Jul-77
1978	Trial & Error & The Idea of Progress	TX 23-464	10-Apr-78
1980	Projection and Re-Collection in Jungian Psychology	TX 600-289	22-Sep-80
1980	Kant, The Architectonic and Development of His Philosophy	TX 596-198	22-Sep-80
1980	The Oxidation of Organic Compounds by Permanganate Ion and H	TX 600-290	22-Sep-80
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