

04-06-2001

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



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

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 Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
11172000

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

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 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

01/09/2001 MTRAIL 00000035 75873104

FOR OFFICE USE ONLY

04/05/2001 GTDN11 00000160 75873104

01 FC:482

25.00 GP

01 FC:481 40.00 GP
02 FC:482 300.00 GP
03 FC:483

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Mail 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: 0687

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

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)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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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.)

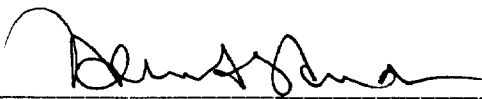
Deposit Account Number: #

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



December 7, 2000

Name of Person Signing

Signature

Date Signed

COLLATERAL ASSIGNMENT OF LOAN DOCUMENTS

This COLLATERAL ASSIGNMENT OF LOAN DOCUMENTS (this "Assignment") made as of the 17th day of November, 2000 by **Andre W. Carus and M. Blouke Carus** ("Assignor"), in favor of **LaSalle Bank National Association**, a national banking association ("Assignee").

RECITALS

A. Assignor is the owner and holder of a Demand Note (the "Note") of even date herewith, made by Carus Publishing Company ("CPC") to Assignor, in the original principal amount of Three Million and 00/100 Dollars (\$3,000,000.00).

B. The Note is described in the Loan and Security Agreement between Assignor and CPC of even date, and other collateral documents described on Exhibit A attached hereto (the "Security Documents").

C. Assignee is making a loan (the "Loan") to Assignor in the principal amount of \$3,000,000.00. The Loan is described in a Loan and Security Agreement between Assignor and Assignee of even date herewith and evidenced by a Revolving Note from Assignor to Assignee bearing even date herewith (as may be hereafter extended, modified, amended, renewed, or refinanced, the "LaSalle Note").

D. The Loan is to Assignor's business and financial advantage and benefit, and, therefore, to induce Assignee to make the Loan to Assignor, Assignor has agreed to assign, pledge and encumber the Note and Security Documents, all as more fully described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained, the receipt of which is acknowledged, Assignor expressly agrees as follows:

1. **Recitals, Defined Terms.** The recitals to this Assignment are incorporated by this reference.

2. **Assignment.** As collateral security for the payment and performance of all obligations and liabilities of Assignor to Assignee, whether now existing or hereafter arising, under the LaSalle Note, and any other indebtedness or liability of Assignor to Assignee, either direct or indirect, joint or several, absolute or contingent, now or hereafter existing, however created or arising, and however evidenced (herein called the "**Obligations**"), Assignor grants Assignee a security interest in all of the right, title and interest of Assignor, whether now existing or hereafter arising or acquired, in, to and under:

(a) the Note and Security Documents; and

(b) all proceeds or sums now or hereafter payable on the Note or Security Documents and any interest accrued or payable thereunder.

Items (a) and (b) are collectively referred to as the "**Collateral**".

3. **Representations, Warranties and Covenants.** Assignor represents, warrants and covenants that:

(a) No presently effective Uniform Commercial Code financing statement covering any of the Collateral is on file with any public office;

(b) All Collateral is genuine and in all respects what it purports to be;

(c) The Assignor is and will be the lawful owner of all Collateral free and clear of any interest or lien of any other person other than the security interest granted hereunder and has full right, power and authority to execute and deliver this Assignment and to subject the Collateral to the security interest under this Assignment;

(d) All information with respect to the Collateral set forth in any schedule, certificate or other writing at any time furnished or to be furnished by Assignor to Assignee, and all other written information furnished or to be furnished by Assignor to Assignee, is and will be true and correct in all respects as of the date furnished; and

(e) The Note and payments required thereunder are current and there are no defaults except those listed on Exhibit B attached hereto.

(f) Assignor will execute such Uniform Commercial Code Financing Statements and all other documents deemed necessary or appropriate by Assignee to consummate or confirm the transactions and interests created under this Assignment.

(g) Assignor will at all times defend against any and all claims by persons adverse to the claims of Assignee and Assignor knows of no defense of any of the obligations under the Security Documents and the Note secured thereby.

(h) Assignor will immediately notify Assignee of any default by the debtors under the Note or any of the Security Documents, and will immediately notify Assignee of any repayment by the debtors of the Note.

4. **Collection.** Upon an Event of Default, Assignor agrees that, except as provided, Assignee shall have full and irrevocable right, power and authority to apply the proceeds of the Collateral to Assignor's Obligations and in furtherance thereof Assignee may, in the name of the Assignor or in the Assignee's own name, demand, collect, withdraw, receive for or sue for all amounts due or to become due and payable upon any Collateral, execute any documents respecting any Collateral, and endorse the name of the Assignor on any or all commercial paper, transfer documents or otherwise given in payment, and at Assignee's discretion to take any other action, including, without limitation, the transfer of any Collateral into Assignee's own name or the name of Assignee's nominee, which Assignee may deem necessary or appropriate to preserve or protect Assignee's interest in any Collateral. Notwithstanding the foregoing, Assignee will not demand payment of the Note from CPC unless an Event of Default occurs under the LaSalle Note.

5. **Undertakings and Agreements of Assignor.** So long as this Assignment shall remain in effect, Assignor will:

(a) Not mortgage, assign, pledge, grant a security interest in or otherwise encumber any of its right, title and interest in, under and to the Collateral in favor of anyone other than Assignee;

(b) Upon request of Assignee, execute such Uniform Commercial Code Financing Statements and other agreements, instruments, notices and documents (and pay the cost of filing or recording the same in all public offices deemed appropriate or necessary by Assignor) and do such other acts and things, all as Assignee may from time to time request to establish and maintain a valid pledge of and security interest in the Collateral (free and clear of all other liens, claims, encumbrances and rights of third parties whatsoever) to secure the payment of the Obligations;

(c) Furnish Assignee such information concerning the Collateral as Assignee may from time to time reasonably request, and permit Assignee and its designees, upon reasonable advance notice to the Assignor, to inspect, audit and make copies of all records and other papers in the possession of Assignor which pertain to the Collateral;

(d) Reimburse Assignee for all costs and expenses, including reasonable attorneys' fees, incurred by Assignee in seeking to collect the Collateral or to enforce any of its rights under this Assignment; and

(e) Not sell, transfer or otherwise dispose of the Collateral without the prior written consent of Assignee, which consent may be granted or withheld in Assignee's sole discretion.

6. **Default.** The occurrence of an Event of Default under the LaSalle Note or any other instrument, document or agreement executed and/or delivered by or on behalf of Assignor or Borrower to Assignee shall constitute a "default" under this Assignment. Upon the occurrence of a default under this Assignment and during its continuance, the Assignee is authorized to apply the funds represented by the Collateral to the payment of expenses in connection with the Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such funds shall be applied by Assignee toward the payment of the Obligations in such order of application as Assignee may determine, and to withdraw funds for such purpose at such times and in such amounts as it shall in its sole and absolute discretion determine. Assignor shall continue to be obligated for all Obligations remaining unpaid after such application.

7. **Assignment for Security Purposes Only.** The Collateral is assigned and transferred to Assignee as collateral security only and, accordingly, Assignee by its acceptance shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor, whether provided for by the terms of any Security Documents or arising by operation of law or otherwise, and any such assumption is expressly disclaimed.

8. **Waivers.** Assignor consents to, and waives notice of, any extension, renewal, or modification from time to time of any of the Obligations and the release of any party primarily or secondarily liable, whether as a borrower, guarantor, or otherwise, or of any security, and Assignor further agrees that except as provided in this Assignment, nothing Assignee shall do or leave undone,

with regard to the collection of the Obligations or any other collateral security therefore, shall affect the rights of Assignee under this Assignment.

9. **Possession and Assignment.** Assignee shall retain possession of the original of the Note and any schedule of payments thereto, and a copy of each other Security Document, until all the Obligations hereunder have been satisfied.

10. **Miscellaneous Provisions.**

(a) Any notices or consents required or permitted by this Assignment shall be (i) in writing and (ii) delivered in person or sent by certified or registered mail, postage prepaid, return receipt requested, to the addresses set forth below, unless such address is changed by written notice hereunder, and (iii) deemed given upon compliance with the above.

(b) Neither this Assignment nor any provisions hereof may be amended, modified, waived, discharged or terminated orally except by an instrument in writing duly signed by Assignee.

(c) No delay or failure on the part of Assignee in the exercise of any right, power or remedy shall operate as a waiver thereof, and no single or partial exercise by Assignee of any right, power or remedy shall preclude other or further exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

(d) This Assignment shall remain in full force and effect until all the Obligations have been paid in full.

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

(f) This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns, except that Assignor may not assign, delegate or transfer its interest hereunder without the prior written consent of Assignee.

(g) Any institution, person or entity issuing any Collateral shall be fully protected in acting on an order or direction by Assignee respecting any such Collateral without making any inquiry whatsoever to the Assignee's right or authority to give such order or direction or as to the application of any payment made pursuant thereto, and any payment on such Collateral made to Assignee, pursuant to any such order or

direction shall satisfy and discharge any liability of such institution, person or entity to the Assignor to the extent of such payment.

(h) No action by Assignee in releasing any portion of principal or of any interest due and paid on any Collateral to the Assignor's order (which said action Assignee reserves the right to take or withhold, at its sole discretion, after the occurrence of a default hereunder), shall in any way constitute or be construed as an amendment to or a waiver of any of the terms of this Assignment as to any proceeds not so voluntarily released.

ASSIGNOR:

André W. Carus

André W. Carus

M. Blouke Carus

M. Blouke Carus

Address: 315 Fifth Street
P.O. Box 300
Peru, Illinois 61354-0300

ACCEPTED:

LaSalle Bank National Association

By: _____
Name: _____
Its: _____

Address: 135 South LaSalle Street, Suite 1140
Chicago, Illinois 60603

direction shall satisfy and discharge any liability of such institution, person or entity to the Assignor to the extent of such payment.

(h) No action by Assignee in releasing any portion of principal or of any interest due and paid on any Collateral to the Assignor's order (which said action Assignee reserves the right to take or withhold, at its sole discretion, after the occurrence of a default hereunder), shall in any way constitute or be construed as an amendment to or a waiver of any of the terms of this Assignment as to any proceeds not so voluntarily released.

ASSIGNOR:

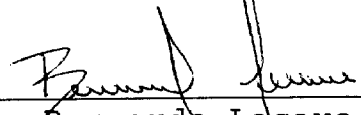
Andre W. Carus

M. Blouke Carus

Address: 315 Fifth Street
P.O. Box 300
Peru, Illinois 61354-0300

ACCEPTED:

LaSalle Bank National Association

By: 
Name: Bernardo Lacayo
Its: Assistant Vice President

Address: 135 South LaSalle Street, Suite 1140
Chicago, Illinois 60603

EXHIBIT A

LIST OF SECURITY DOCUMENTS

1. Loan and Security Agreement, of even date herewith, made by CPC in favor of Assignee.
2. Demand Note, of even date herewith, made by CPC in favor of Assignee.
3. UCC-1 Financing Statement

EXHIBIT B

DEFAULTS UNDER THE NOTE AND SECURITY DOCUMENTS

NONE