

04-19-2001



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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 First Supplement to Trademark Assignment

ASSIGNMENT
2001
EFFECTIVE DATE
Month Day Year
03 30 2001

Conveying Party

Mark if additional names of conveying parties attached

Name Taylor Publishing Company

Execution Date
Month Day Year
03 30 2001

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Heller Financial, Inc., as Agent

DBA/AKA/TA

Composed of

Address (line 1) 500 W. Monroe Street

Address (line 2)

Address (line 3) Chicago

Illinois/USA

60661

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization Delaware

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.)

FOR OFFICE USE ONLY

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

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

TRADEMARK
REEL: 002275 FRAME: 0318

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="76/178190"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/208495"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/176951"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

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.

Maisha Gibson

April 6, 2001

Name of Person Signing

Signature

Date Signed

FIRST SUPPLEMENT TO TRADEMARK ASSIGNMENT FOR SECURITY

THIS FIRST SUPPLEMENT TO TRADEMARK ASSIGNMENT FOR SECURITY (the "**Mortgage**") made as of this 30th day of March, 2001, by Taylor Publishing Company, a Delaware corporation ("**Mortgagor**"), in favor of Heller Financial, Inc., as agent ("**Agent**") for its own benefit and the benefit of the Lenders (as such term is defined in the Credit Agreement defined below).

W I T N E S S E T H

WHEREAS, Mortgagor, certain affiliates of Mortgagor, Agent and the Lenders are parties to a certain Second Amended and Restated Credit Agreement dated as of even date herewith (as amended from time to time, the "**Credit Agreement**") and other related loan documents of even date therewith (collectively, with the Credit Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent and Lenders to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Agent, for the benefit of itself and the Lenders, of a security interest in certain of Mortgagor's assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, in connection with the Credit Agreement and the additional Financing Agreements, Mortgagor executed and delivered to Agent that certain Trademark Assignment for Security dated as of February 11, 2000 (as amended or otherwise modified from time to time, the "**Trademark Mortgage**");

WHEREAS, Mortgagor desires to amend Schedule A to the Trademark Mortgage on the terms and conditions set forth herein;

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

1. Incorporation. The Financing Agreements and the Trademark Mortgage and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Financing Agreements.

2. Amendment. Mortgagor and Agent hereby agree that Schedule A to the Trademark Mortgage is hereby amended by adding thereto the trademark applications listed on Schedule 1 hereto.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Mortgagor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements and the Trademark Mortgage of, a continuing security interest in Mortgagor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all

registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed and accepted with respect to such applications) in connection therewith, including, without limitation, the trademark applications listed on Schedule 1 attached hereto and made a part hereof and the Trademarks (as defined in that certain Second Amended and Restated Security Agreement of even date herewith executed by Mortgagor and certain of its Affiliates), and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing; all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor's business in connection with the use of and symbolized by the Trademarks.

4. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns. Except as expressly modified hereby, the Trademark Mortgage remains in full force and effect. Mortgagor hereby reaffirms its obligations under the Trademark Mortgage, as modified by this Mortgage.

5. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the date first written above.

TAYLOR PUBLISHING COMPANY

By Shelley P. Benson
Its Secretary

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC., as agent

By Fredrick T. [Signature]
Its Vice President

SCHEDULE 1

Trademarks

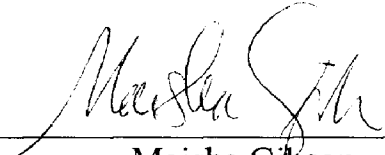
Application No.	Mark
76/178,190	ELITEVISION
76/208,495	SAM & Design
76/176,951	SMART PAY

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

“Express Mail” Mailing Label Number: EL 3827195054S

Date of Deposit: 04/09/01

I hereby certify that the enclosed First Supplement to Trademark Assignment for Security with the Recordation Form for Trademarks is being deposited with the United States Postal Service “Express Mail Post Office to Addressee” service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, 1213 Jefferson Davis Highway, Crystal Gateway 4, Arlington, Virginia 22202-3513.



Maisha Gibson