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UNITED STATES

05-10-2001

TELETYPE OFFICE

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2001 MAY 10 AM 10:59
ASSIGNMENT SERVICES
DIVISION

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Hungry Minds, Inc.
909 Third Avenue
New York, NY 10022

2. Name and address of receiving party:

Fleet National Bank, as
Collateral Agent
100 Federal Street
Boston, MA 02110

3. Nature of conveyance: Trademark Security Agreement

4. Execution Date: May 7, 2001

5. Registration numbers:

See Attached Schedule A

2315E

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

Louis J. Duval, Esq.
Bingham Dana LLP
150 Federal Street
Boston, MA 02110

7. Total number of applications and registrations involved: 92

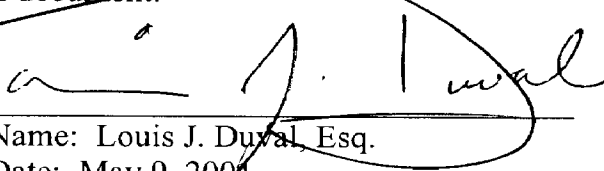
8. Total fee enclosed: \$2,315.00

00000214 2365323
40.00 DP
2275.00 DP
05/10/2001 DBYRNE
FC:481
FC:482

9. Deposit account number: **[Not applicable]**

10. 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.



Name: Louis J. Duval, Esq.
Date: May 9, 2001

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 16

SCHEDULE A

HUNGRY MINDS, INC. Trademark Listing			
Mark	Reg/Serial #	Filing Date	Reg Date
FOR DUMMIES	2,365,323	04/08/99	07/04/00
DUMMIESWORLD	2,360,459	05/25/95	06/20/00
FOR DUMMIES	2,358,718	08/10/96	06/13/00
DUMMIES BOOKS	2,354,334	04/23/97	06/06/00
A ONE STOP REFERENCE	2,355,330	08/24/99	06/06/00
EUROPE FROM \$50 A DAY	2,339,461	04/19/96	04/11/00
TAKE CHARGE COMPUTING FOR TEENS AND PARENTS	2,334,201	09/26/97	03/28/00
DUMMIES MAN logo	2,317,575	07/16/97	02/15/00
DUMMIES TIPS	2,310,565	03/30/98	01/25/00
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DUMMIES.COM	2,294,974	09/22/97	11/30/99
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FOR DUMMIES	2,284,133	07/13/98	10/05/99
LEADING THE KNOWLEDGE REVOLUTION	2,280,750	01/27/98	09/28/99
PERSONAL FINANCE FOR DUMMIES	2,281,852	04/05/94	09/28/99
FOR DUMMIES	2,278,534	07/02/98	09/14/99
FOR DUMMIES	2,273,310	04/23/97	08/31/99
JOIN THE KNOWLEDGE REVOLUTION	2,273,527	10/21/97	08/31/99
TRIDIMENSIONAL	2,271,296	02/02/96	08/24/99
A GAME FOR THE REST OF US!	2,270,829	08/28/98	08/17/99
DUMMIESWORLD	2,269,912	05/25/95	08/10/99
DUMMIES RULE!	2,266,228	09/18/97	08/03/99

IDGB Trademarks - Pending

HUNGRY MINDS logo (Flying pig design)	76/164,020	11/13/00
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FOR DUMMIES	76/155,721	10/27/00
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MASTER VISUALLY	76/146,036	10/12/00
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M&T BOOKS logo	76/131,061	09/15/00
DUMMIES UNIVERSITY	76/102,839	08/04/00
THE KNOWLEDGE PROJECT	76/075,952	06/23/00
HUNGRY MINDS	76/075,953	06/23/00
HUNGRY MINDS.COM	76/075,954	06/23/00
CLIFFSAP	76/012,775	03/29/00
PROFESSIONAL MINDWARE	76/008,828	03/24/00
M&T	76/008,840	03/24/00
M&T PRESS	76/008,841	03/24/00
M&T MEDIA	76/008,842	03/24/00
A MASTER'S BOOKSHELF	76/008,845	03/24/00
READ LESS LEARN MORE	76/003,990	03/20/00

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CLIFFSTESTPREP	76/012,791	03/08/00	
CLIFFSQUICKREVIEW	76/012,792	03/08/00	
VISUAL	75/931,687	02/29/00	
A MINI REFERENCE FOR THE REST OF US!	75/928,177	02/24/00	
A MINIATURE REFERENCE FOR THE REST OF US!	75/928,178	02/24/00	
CLIFFSNOTES 1999 cover (yellow and black diagonal lines)	75/928,183	02/24/00	
HANGING OUT IN EUROPE	75/923,204	02/18/00	
HANGING OUT	75/923,279	02/18/00	
TEACH YOURSELF	75/922,870	02/17/00	
FOR DUMMIES logo (Hand-holding sign)	75/913,932	02/09/00	
FOR DUMMIES PERSONAL TRAINER	75/903,843	01/27/00	
HAPPY HEALTHY PET	75/889,714	01/21/00	
ANSWERS AT THE SPEED OF LIFE	75/889,716	01/21/00	
WEBSTER'S NEW WORLD logo	75/893,579	01/10/00	
HOW TO COOK EVERYTHING	75/892,528	01/07/00	
THE DUMMIES STORE	75/892,538	01/07/00	
THE DUMMIES STORE	75/892,539	01/07/00	
HOW TO COOK EVERYTHING	75/892,542	01/07/00	
WEEKEND CRASH COURSE	75/883,407	12/30/99	
WEBSTER'S NEW WORLD	75/872,510	12/16/99	
CLIFFSNOTES	75/871,303	12/15/99	
CLIFFSNOTES FOR THE REST OF YOUR LIFE	75/871,723	12/15/99	
WEEKEND CRASH COURSE	75/862,852	12/03/99	
CERTIFICATION FOR THE REST OF US!	75/862,853	12/03/99	
THE FUN AND EASY WAY	75/862,854	12/03/99	
YOUR SHORTCUT TO SUCCESS	75/851,183	11/17/99	
CLIFFSNOTES.COM	75/851,184	11/17/99	
HEALTHY HELP FOR THE REST OF US!	75/841,117	11/04/99	
UNOFFICIAL GUIDE	75/838,733	11/03/99	
HOWELL BOOK HOUSE	75/838,735	11/03/99	
AN OWNER'S GUIDE TO A HAPPY HEALTHY PET	75/838,736	11/03/99	
BEST OF BREED LIBRARY	75/838,813	11/03/99	
NIMBLEHEAD	75/836,733	11/01/99	
CITY-TO-GO	75/836,043	10/29/99	
EKNOW	75/829,662	10/22/99	
CLIFFSNOTE-A-DAY	75/829,664	10/22/99	
FOR DUMMIES & 1999 DUMMIES COVER DESIGN (w/o Dummies Man)	75/825,642	10/18/99	
1999 DUMMIES COVER DESIGN (w/o Dummies Man)	75/825,643	10/18/99	
1999 DUMMIES COVER DESIGN (w/ Dummies Man)	75/825,644	10/18/99	
THE DUMMIES WAY	75/816,088	10/05/99	
CLIFFS NOTES	75/814,279	10/04/99	
CLIFFS	75/814,282	10/04/99	
FOR DUMMIES BESTSELLING BOOK SERIES logo	75/789,525	09/01/99	
ACE IT!	75/784,977	08/26/99	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2001, by and among (i) **HUNGRY MINDS, INC.** (formerly known as "IDG Books WorldWide, Inc."), a Delaware corporation (hereinafter, together with its successors in title and assigns, called the "**Borrower**"), and the Subsidiaries of the Borrower identified as such on Exhibit A hereto (such Subsidiaries being hereinafter, together with their successors in title and assigns, sometimes called the "**Subsidiary Guarantors**") (the Borrower and each Subsidiary Guarantor from time to time party to or otherwise bound by this Agreement being hereinafter called, singly, a "**Grantor**" and, collectively, the "**Grantors**"), and (ii) **FLEET NATIONAL BANK** (formerly known as "BankBoston, N.A."), as collateral agent for the benefit of the Secured Creditors (as defined below) (in such capacity, the "**Collateral Agent**"). Except as otherwise defined herein, terms used herein and defined in or by reference in the Credit Agreement (as defined below) shall be used herein as so defined therein.

RECITALS

A. The Borrower, the several financial institutions from time to time party to thereto (the "**Lenders**"), Fleet National Bank (formerly known as "BankBoston, N.A."), as Administrative Agent and Issuing Lender, Wells Fargo Bank, National Association, as Syndication Agent, and Bank One (formerly known as "The First National Bank of Chicago"), as Documentation Agent, have entered into that certain Credit Agreement (as used herein, the term "**Credit Agreement**" means the Credit Agreement described above in this paragraph, as the same may be amended, modified, extended, renewed, replaced, restated or supplemented from time to time, and including any agreement extending the maturity of, restructuring all or any portion of the Indebtedness under such agreement or any successor agreements), dated as July 30, 1999, providing for the making of Loans and the issuance of, and participation in, Letters of Credit, as contemplated therein.

B. The Grantors have executed and delivered to the Collateral Agent, the Security Agreement, dated as of August 2, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors and the Collateral Agent, pursuant to which the Grantors have granted to the Collateral Agent, for the benefit of the Secured Creditors (as defined in the Security Agreement), security interests in all tangible and intangible personal Property of the Grantors in order to secure the payment and performance of all of the Obligations of the Borrower, its Subsidiaries and any other Credit Party under the Credit Agreement and any other Loan Documents.

C. Pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent a supplemental security agreement with respect to certain registered trademarks and service marks, certain trademark and service mark registration applications and certain related Property of the Grantors, and such supplemental security agreement is required to be in or substantially in the form hereof.

NOW, THEREFORE, in consideration of the benefits accruing to each Grantor, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes the following representations and warranties to the Collateral Agent for the benefit of the Secured Creditors and hereby covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

1. Defined Terms. The following terms, when used in this Agreement, including in the preamble and Recitals hereto, shall, except where the context otherwise requires, have the following meanings:

“**Agreement**” means this Trademark Security Agreement.

“**Borrower**” has the meaning specified in the preamble hereto.

“**Collateral Agent**” has the meaning specified in the preamble hereto.

“**Credit Agreement**” as the meaning specified in the Recitals hereto.

“**Marks**” has the meaning specified in the Security Agreement.

“**Secured Creditors**” has the meaning specified in the Security Agreement.

“**Security Agreement**” has the meaning specified in the Recitals hereto.

“**Trademark Collateral**” has the meaning specified in Section 2, hereof.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including the preamble and Recitals hereto, shall have the meanings given to such terms in or by reference in the Credit Agreement.

2. Grant of Security Interests. Each Grantor hereby pledges and assigns to the Collateral Agent and hereby grants to the Collateral Agent, for the benefit of each of the Secured Creditors, continuing security interests in all of such Grantor's rights, title and interests in and to (but does not, for so long as the Collateral Agent has not exercised its rights under the Security Agreement, transfer title to) all Marks, including, without limitation, all of the following Property, whether currently existing or hereafter created, arising or acquired (all of such Property being collectively called the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items hereinbefore identified and described in this clause (a) being collectively called "**Trademarks**"), all registrations and recordings thereof, and in connection therewith, all applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof, including those referred to in Item A and Item B of Attachment 1;

(b) all Trademark licenses and other agreements providing each Grantor with rights to use Trademarks;

(c) all reissues, extensions or renewals of any of the items described in the foregoing clauses (a) and (b);

(d) all of the goodwill of the business of each Grantor connected with the use of, and symbolized by the items described in, clauses (a), (b) and (c); and

(e) all royalties from and all proceeds of, and all rights associated with, the foregoing, including any and all claims by any Grantor (and rights to sue thereunder) against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, Trademark license or trade name referred to in Item A or Item B of Attachment 1, or for any injury to the goodwill associated with any Trademark, Trademark registration, Trademark license or trade name.

Notwithstanding the foregoing, the term "**Trademark Collateral**" shall not include any Property in which the Grantors are not permitted, by Applicable Law, to grant a security interest or Lien; provided, however, that all proceeds of Property described in the foregoing provisions of this paragraph shall in any event constitute "**Trademark Collateral**".

3. Security Agreement. This Agreement has been executed and delivered to the Collateral Agent by each Grantor for the purpose of registering the grant of the security interests of the Collateral Agent in certain Trademark Collateral with the United States Patent and Trademark Office. The security interests granted pursuant hereto are granted as a supplement to, and not in limitation of, the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, under and as defined in the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Liens.** At such time as the Security Agreement shall have terminated in accordance with Section 10.10 thereof, the Collateral Agent shall, at the expense of the Grantors, execute and deliver to the Grantors all such Instruments and other documents as may be necessary or as may be reasonably requested by the Grantors to release Liens on the Trademark Collateral which have been granted pursuant hereto and pursuant to the Security Agreement.

5. **Acknowledgment.** Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interests and Liens on the Trademark Collateral granted pursuant hereto are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. **Collateral Document, etc.** This Agreement is a Collateral Document and a Loan Document executed and delivered to the Collateral Agent pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with, and subject to, the terms and provisions of the Credit Agreement.

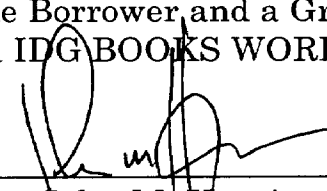
7. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

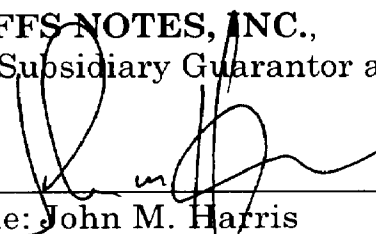
IN WITNESS WHEREOF, the parties hereto have caused this **TRADEMARK SECURITY AGREEMENT** to be duly executed and delivered by their respective officers thereunto duly authorized on and as of the day and in the year first above written.

GRANTORS:

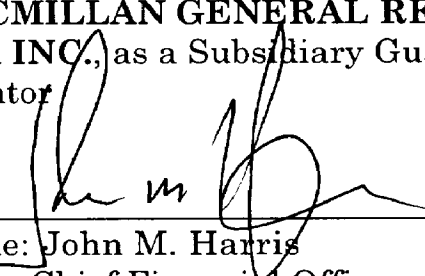
HUNGRY MINDS, INC.,
as the Borrower and a Grantor
(f/k/a IDG BOOKS WORLDWIDE, INC.)

By: 
Name: John M. Harris
Title: Chief Financial Officer

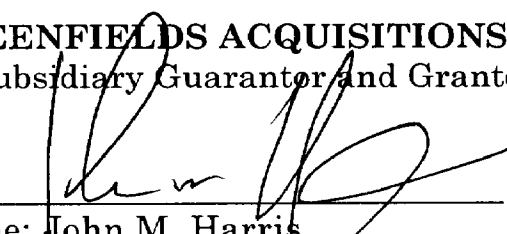
CLIFFS NOTES, INC.,
as a Subsidiary Guarantor and Grantor

By: 
Name: John M. Harris
Title: Chief Financial Officer

**MACMILLAN GENERAL REFERENCE
USA INC.,** as a Subsidiary Guarantor and
Grantor

By: 
Name: John M. Harris
Title: Chief Financial Officer

GREENFIELDS ACQUISITIONS, INC.,
as Subsidiary Guarantor and Grantor

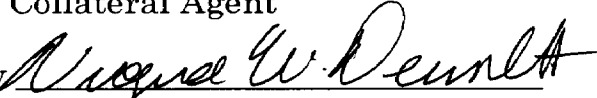
By: 
Name: John M. Harris
Title: Chief Financial Officer

Address of Grantors:

c/o Hungry Minds, Inc.
909 Third Avenue
New York, NY 10022
Attention: John M. Harris, Chief Financial Officer
Telephone: (212) 884-5022
Facsimile: (212) 884-5560

COLLATERAL AGENT:

FLEET NATIONAL BANK
as Collateral Agent

By 
Name: Virginia W. Dennett
Title: Senior Team Leader

Fleet National Bank
100 Federal Street
Mail Stop: MA DE 10006A
Boston, Massachusetts 02110
Attention: Virginia W. Dennett
Facsimile: (617) 434-4775
Telephone: (617) 434-5278

STATE OF NEW YORK)
) ss.
COUNTY OF NY)

Personally appeared before me, the undersigned, a Notary Public in and for said county, John M. Harris personally known to me, who, being by me first duly sworn, declared that he is the Chief Financial Officer of **HUNGRY MINDS, INC.**, a Delaware corporation, that being duly authorized he did sign and seal the said **TRADEMARK SECURITY AGREEMENT** as such officer of and on behalf of such corporation and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 7th day of May, 2001.

MARY KATHERINE GILES FISCHER
Notary Public, State Of New York
No. 01GI4884916
Qualified In Nassau County
Certificate Filed In New York County
Commission Expires April 3, 2003

Mary Katherine Giles Fischer
Notary Public
My Commission Expires:

4/3/03 (April 3, 2003)

STATE OF NEW YORK)
) ss.:
COUNTY OF NY)

Personally appeared before me, the undersigned, a Notary Public in and for said county, John M. Harris, personally known to me, who, being by me first duly sworn, declared that he is the Chief Financial Officer of **CLIFFS NOTES, INC.**, a Nebraska corporation, that being duly authorized he did sign and seal the said **TRADEMARK SECURITY AGREEMENT** as such officer of and on behalf of such corporation and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 7th day of May, 2001.

MARY KATHERINE GILES FISCHER
Notary Public, State Of New York
No. 01GI4884916
Qualified In Nassau County
Certificate Filed In New York County
Commission Expires April 3, 2003

Mary Katherine Giles Fischer
Notary Public
My Commission Expires:

April 3, 2003

STATE OF NEW YORK)
) ss.
COUNTY OF NY)

Personally appeared before me, the undersigned, a Notary Public in and for said county, John M. Harris, personally known to me, who, being by me first duly sworn, declared that he is the Chief Financial Officer of **MACMILLAN GENERAL REFERENCE USA INC.**, a Delaware corporation, that being duly authorized he did sign and seal the said **TRADEMARK SECURITY AGREEMENT** as such officer of and on behalf of such corporation and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 7th day of May, 2001.

MARY KATHERINE GILES FISCHER
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No. 01G14884916
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Certificate Filed In New York County
Commission Expires April 3, 2003

Mary Katherine Giles Fischer
Notary Public
My Commission Expires:
April 3, 2003

STATE OF NEW YORK)
) ss.
COUNTY OF NY)

Personally appeared before me, the undersigned, a Notary Public in and for said county, John M. Harris, personally known to me, who, being by me first duly sworn, declared that he is the Chief Financial Officer of **GREENFIELDS ACQUISITIONS, INC.**, a Delaware corporation, that being duly authorized he did sign and seal the said **TRADEMARK SECURITY AGREEMENT** as such officer of and on behalf of such corporation and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 7th day of May, 2001.

MARY KATHERINE GILES FISCHER
Notary Public, State Of New York
No. 01G14884916
Qualified In Nassau County
Certificate Filed In New York County
Commission Expires April 3, 2003

Mary Katherine Giles Fischer
Notary Public
My Commission Expires:
April 3, 2003

EXHIBIT A

SUBSIDIARY GUARANTORS

1. Cliffs Notes, Inc., a Nebraska corporation
2. Macmillan General Reference USA Inc., a Delaware corporation
3. Greenfields Acquisitions, Inc., a Delaware corporation.

**ATTACHMENT 1
TO THE TRADEMARK SECURITY AGREEMENT,
DATED AS OF FEBRUARY 28, 2001, AMONG
HUNGRY MINDS, INC., CERTAIN OF ITS SUBSIDIARIES,
AND FLEET NATIONAL BANK, AS COLLATERAL AGENT**

ITEM A. Trademarks.

See Attached

ITEM B. Service Marks.

N/A

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CLIFFSCOMPLETE	75/938,639	03/08/00	
CLIFFSTESTPREP	76/012,791	03/08/00	
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