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_			Assignme	nt	∐ Lie	cense
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Correction of PTO Error			Merger			Effective Date
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Name VEGETARIAN TIMES, INC.				Exe	ecution Date	
Formerly Month Day Year				Day Year		
•					June	4, 2001
☐ Individual ☐ General Partnership ☐ State of Incorporation — Virginia	Limited 1	Partnersi	пр	□ Corp	oration	
						31.431nd
Receiving Party				Mark if add	itional nam	es of receiving attached
Name Citizens Bank of Massachuse	tts, as Agent					
DBA/AKA/TA						
Composed of						
Address (line 1) 53 State Street, 8th Floor						
Address (line 2)						
Address (line 3) City Boston State/Cour	ntry Massachuset	tts	Zip Code	02109		
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						assignment and the receiving party is not domiciled in the United States, an appointme
Other a Massachusetts savings bank						
Other a Massachusetts savings bank State of Incorporation						a domestic representative sh be attached. (Designation n
State of Incorporation	R OFFICE USE ON		ner Cover Sheet	o he recorded	including time	a domestic representative sh be attached. (Designation m be a separate document fron Assignment.)

FORM PTO-1618 Expires 06/30/99	B Docket No: 0	18414/114859 U.S. Department of Commerce U.S. Patent and Trademark Office
OMB 0651-0027	Page 2	TRADEMARK
Domestic Repres	entative Name and Address	Enter for the first Receiving Party only.
Address (line 1)		
Address (line 2)		
Address (line 3)		
Address (line 4)		
Correspondent N	ame and Address	Area Code and Telephone Number
Name	David Loh, Esq.	(617) 570-1744
Address (line 1)	Goodwin Procter LLP	
Address (line 2)	Exchange Place	
Address (line 3)	53 State Street	
Address (line 4)	Boston, MA 02109-2881	
•	nter the total number of pages of the attached convo ocluding any attachments.	eyance document
Trademark Appl	ication Number(s) or Registration Num	aber(s)
Trademark Registratio	n Numbers:	Trademark Application Numbers:
1,526,826 (Vegetar	ian TImes)	76/206,653
		(The Best of Vegetarian Times Delicious Dishes for a Healthy Lifestyle – and Design)
Number of Prope	rties Enter the total number of properties	involved 2
Fee Amount	Fee Amount for Properties Listed (37	CFR 3.41): \$65.00
Method of Pay	-	unt
	osit Account for payment by deposit account or if additional fees can be charged to Deposit A	the account.) account Number: # 07-1700
	Authoriza	tion to charge additional fees: Yes O No □
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	ne best of my knowledge and belief, the foregoing infor riginal document. Charges to deposit account are all the	mation is true and correct and any attached copy is a true copy of orized, as indicated herein.
David Loh, Esq.	Dute	
Attorney Name	Attorney Signature	Date Signed

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LIBC/1178351.1

NOTICE OF SECURITY INTEREST IN TRADEMARKS

Director of U.S. Patent and Trademark Office Box Assignments Washington, DC 20231

Ladies and Gentlemen:

Pursuant to (i) an Amended and Restated Conditional Assignment of Trademarks dated November 4, 1999 among SABOT PUBLISHING, INC., a Virginia corporation ("Sabot") and its wholly owned subsidiaries, BLACK BELT COMMUNICATIONS, INC., a Virginia corporation ("Black Belt"), GARLINGHOUSE, INC., a Virginia corporation ("Garlinghouse"), SOUTHWEST ART, INC., a Delaware corporation ("Southwest"), BETTER NUTRITION, INC., a Virginia corporation ("BNI"), and VEGETARIAN TIMES, INC., a Virginia corporation ("VT, and collectively with Sabot, Black Belt, Garlinghouse, Southwest, and BNI herein the "Assignors") and CITIZENS BANK OF MASSACHUSETTS, a Massachusetts savings bank, as agent for the benefit of itself and the financial institutions party thereto (the "Assignee") and (ii) the Second Agreement of Consent, Amendment and Confirmation of Security Documents dated as of June 4, 2001, the Assignors have granted to the Assignee, a continuing security interest in and conditional assignment of its now owned or licensed (whether as licensee or licensor) or hereafter acquired or licensed (whether as licensee or licensor) registered trademarks and service marks and trademarks and service marks for which applications to register, and in the case of "intent to use" applications, "verified statements of use" under 15 U.S.C. §1060, have been filed and are pending or are hereafter filed with the U.S. Patent and Trademark Office (the "PTO") or any other governmental authority, including but not limited to, those registered trademarks and service marks and trademark and service mark applications listed on Exhibit A attached hereto (as the same may be amended pursuant hereto from time to time), all renewals thereof, all proceeds of infringement suits, the sole right to sue for past, present, future and threatened infringements of and all rights corresponding thereto throughout the world, and any royalties, licenses, fees, proceeds, improvements and subsequent trademarks or service marks obtained in connection therewith (all of the foregoing being hereinafter collectively referred to as the "Trademarks"), together with a continuing security interest in and a conditional assignment of all its right, title and interest in and to the goodwill of the business to which each of the Trademarks relates. The security interests granted herein are granted in conjunction with (i) that certain Second Amended and Restated Credit Agreement dated as of June 4, 2001 and (ii) the security interests granted by the Assignors to the Assignee in the Collateral defined and described under the Second Amended and Restated Security Agreement of dated as of June 4, 2001.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to duly execute this Notice of Security Interest in Trademarks as of this 4 day of June, 2001.

SABOT PUBLISHING, INC.

Name: James D. Cause

Title: President

BLACK BELT COMMUNICATIONS,

INC.

Name: James D. Causey

Title: President

SOUTHWEST ART, INC.

Name: James D. Causey

Title: President

BETTER NUTRITION, INC.

Name: James D. Causey

Title: President

GARLINGHOUSE, INC.

Name: James D. Causey

Title: President

VEGETARIAN TIMES, INC.

Name: James D. Causey

Title: President

COMMONWEALTH OF VIRGINIA
COUNTY OF CITY OF RICHMOND

On this 4 day of June, 2001, before me personally appeared James D. Causey, President of SABOT PUBLISHING, INC., BLACK BELT COMMUNICATIONS, INC., GARLINGHOUSE, INC., SOUTHWEST ART, INC., BETTER NUTRITION, INC. and VEGETARIAN TIMES, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of said corporation, and acknowledged said instrument so executed to be his free act and the free act and deed of said corporations.

Notary Public:

My commission expires:

ACCEPTED AND ACKNOWLEDGED BY:

CITIZENS BANK OF MASSACHUSETTS, AS AGENT

Name: Joanne P. O'Keeffe

Title: Vice President

COMMONWEALTH OF MASSACHUSETTS COUNTY OF SUFFOLK

On this ____ day of June, 2001, before me appeared Joanne P. O'Keeffe to me personally known, who, being by me duly sworn, did depose and say that she is the Vice President of CITIZENS BANK OF MASSACHUSETTS, the Massachusetts bank named in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the bank therein named; and that the foregoing instrument is the free and authorized act and deed of said bank.

Notary Public

My commission expires:

CANDACE FISHER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 20, 2006

EXHIBIT A

TRADEMARKS

MARK	OWNER	APP./REG. NO.
VEGETARIAN TIMES	Vegetarian Times, Inc. (U.S. Registration)	Registration No. 1,526,826 Registration Date: 2/28/89
THE BEST OF VEGETAR- IAN TIMES DELICIOUS DISHES FOR A HEALTHY LIFESTYLE and Design THE BEST OF	Vegetarian Times, Inc. (US Application)	Application Serial No. 76/206,653 Application Date: 2/6/01

RECORDED: 06/08/2001