



**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  
(617) 570-1744

Name David Loh, Esq.

Address (line 1) Goodwin Procter LLP

Address (line 2) Exchange Place

Address (line 3) 53 State Street

Address (line 4) Boston, MA 02109-2881

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

4

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

Mark if additional numbers attached.

**Trademark Registration Numbers:**

1,526,826 (Vegetarian Times)

**Trademark Application Numbers:**

76/206,653

(The Best of Vegetarian Times Delicious Dishes for a  
Healthy Lifestyle – and Design)**Number of Properties**

Enter the total number of properties involved

2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$65.00

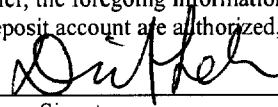
Method of Payment:

Enclosed Deposit Account 

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 07-1700

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.David Loh, Esq.  
Attorney Name  
Attorney SignatureJune 7, 2001  
Date Signed

## NOTICE OF SECURITY INTEREST IN TRADEMARKS

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

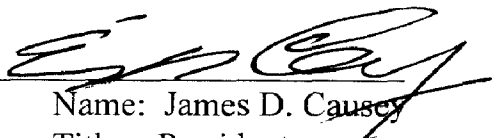
Ladies and Gentlemen:

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.

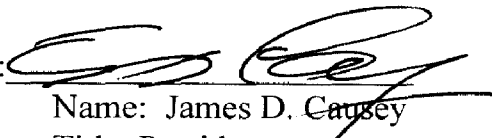
[Signature Page to Follow]

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.

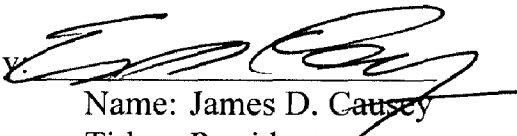
SABOT PUBLISHING, INC.

By:   
Name: James D. Causey  
Title: President

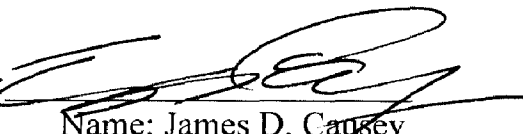
SOUTHWEST ART, INC.

By:   
Name: James D. Causey  
Title: President

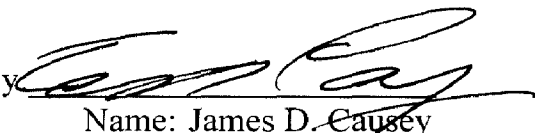
BLACK BELT COMMUNICATIONS, INC.

By:   
Name: James D. Causey  
Title: President


BETTER NUTRITION, INC.

By:   
Name: James D. Causey  
Title: President

GARLINGHOUSE, INC.


By:   
Name: James D. Causey  
Title: President

VEGETARIAN TIMES, INC.

By:   
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: 4/30/05

ACCEPTED AND ACKNOWLEDGED BY:

CITIZENS BANK OF MASSACHUSETTS, AS AGENT

Joanne P. O'Keefe  
Name: Joanne P. O'Keefe  
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

On this 4 day of June, 2001, before me appeared Joanne P. O'Keefe 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 Candace Fisher  
My commission expires:

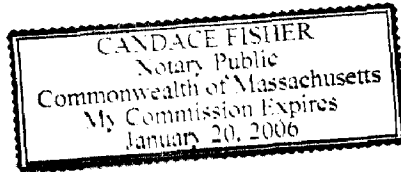



EXHIBIT A

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 VEGETARIAN TIMES DELICIOUS DISHES FOR A HEALTHY LIFESTYLE and Design 	Vegetarian Times, Inc. (US Application)	Application Serial No. 76/206,653  Application Date: 2/6/01