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J.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

101763918

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

1. Name of conveying party(ies):

Magazine Connection, Inc.

62201

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 11, 2001

2. Name and address of receiving party(ies)

American National Bank and Trust

Name: Company of Chicago, as Agent

Internal

Address:

Street Address: 120 So. LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a national bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s): 1

A. Trademark Application No.(s)

76214052

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

Name: Donna M. Shaw, Esq.

Internal Address: Michael Best & Friedrich LLC

Street Address: 401 No. Michigan Avenue  
Suite 1900

City: Chicago State: IL Zip: 60611

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Donna M. Shaw, Esq.

Name of Person Signing

Signature

June 21, 2001

Date

13

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002321 FRAME: 0566

# TRADEMARK AND SERVICE MARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK AND SERVICE MARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement") is made as of this 11th day of June, 2001 by and between MAGAZINE CONNECTION INC., a Delaware corporation with its principal place of business located at 16 South Wesley Avenue, Mount Morris, Illinois 61054 ("Assignor") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO with its principal banking office located at 120 South LaSalle, Chicago, Illinois 60603-3400 as Agent ("Agent") for the Lenders under the hereafter defined Loan Agreement.

## RECITALS:

The Agent and the Lenders have entered into a Loan Agreement dated September 15, 1998 (said Loan Agreement as it has heretofore been amended and may hereafter be amended or otherwise modified from time to time being the "Loan Agreement" and the terms defined therein and not otherwise defined herein being used as defined therein) with Assignor as well as with Kable News Company, Inc., an Illinois corporation ("Kable") and all other subsidiaries of Kable. The Loan Agreement is secured by among other collateral that certain Security Agreement dated June 29, 2000 executed by and between Assignor and Agent (the "Security Agreement"). Assignor has agreed to assign to Agent for its benefit and the ratable benefit of the Lenders a continuing security interest in all of Assignor's trademark and service mark rights pursuant to this Trademark and Service Mark Collateral Assignment and Security Agreement in furtherance of Assignor's agreements to Agent under the Security Agreement under which the Agent is granted a lien on and security interest in machinery and equipment ("Other Assets") relating to products sold under the Trademarks, whereby Agent shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of a Default under the Loan Agreement which is not remedied at the expiration of any applicable cure period, in order that the owner of the Trademarks may continue the manufacture of products to be sold and/or the services to be performed under the Trademarks and maintain substantially the same product and service specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained and for other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), and in order to induce the Lenders to make the Loans under the Loan Agreement, the parties hereto agree as follows:

1. To secure the complete and timely satisfaction of all of the Obligations now or hereafter existing, whether for principal, interest, fees, costs, disbursements, expenses or otherwise and all obligations of Assignor now or hereafter existing under this Agreement, Assignor hereby grants, assigns and conveys to Agent for its benefit and the ratable benefit of the Lenders a continuing security interest in all of Assignor's right, title and interest in and to the trademark application(s), trademark(s), service mark application(s) and service mark(s)

listed in Schedule A attached hereto and incorporated herein by reference, as the same may be amended pursuant hereto from time to time, including all after acquired trademark applications, trademarks, service mark applications and service marks and also including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are hereinafter collectively referred to as, the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

2. Assignor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) Assignor has not received notice of any claim having been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold and services performed under the Trademarks.

3. Assignor hereby grants to Agent and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts reasonably required by Agent to ensure Assignor's compliance with paragraph 2(g).

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement, including, but not limited to, any license agreements, which is inconsistent with Assignor's obligations under this Agreement, without Agent's prior written consent.

5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new Trademarks, the provisions of Paragraph 1 shall automatically apply thereto and Assignor shall give Agent prompt written notice thereof.

6. Assignor authorizes Agent to modify this Agreement by amending Schedule A to include any future Trademarks covered by Paragraphs 1 and 5 hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement which is not remedied at the expiration of any applicable cure period), Agent hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold and/or services performed by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Agent.

8. If any Event of Default shall have occurred and be continuing which is not remedied at the expiration of any applicable cure period, Assignor's license under the Trademarks, as set forth in Paragraph 7, shall terminate forthwith, and the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Chicago, Illinois, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds after payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Agent shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Agent in connection with the

preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks and/or this Agreement, shall be borne and paid by Assignor on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement which shall begin to accrue from the date of Agent's demand for payment hereunder.

11. Assignor shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of Agent, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the prior written consent of Agent, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect the Trademarks, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including attorney's fees, incurred by Agent in the fulfillment of the provisions of this Paragraph 12.

13. In the event of the occurrence of a Default under the Loan Agreement which is not remedied at the expiration of any applicable cure period, Assignor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Agent to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. Assignor agrees that it will join with Agent in executing and, at its own expense, file and refile under the Uniform Commercial Code such financing statements, continuation statements and other documents in such offices as Agent may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve Agent's security interest in the Trademarks, and hereby authorizes Agent to file financing statements and amendments thereto relative to all or any part of the Trademarks without the

signature of the Assignor where permitted by law, and agrees to do such further acts and things and execute and deliver to Agent such additional conveyances, assignments, agreements and instruments as Agent may require or deem advisable to carry into effect the purpose of this Agreement or to better assure and confirm unto Agent its rights, powers and remedies hereunder.

15. If Assignor fails to comply with any of its obligations hereunder, Agent may do so in Assignor's name or in Agent's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Agent in full for all expenses, including reasonable attorney's fees, incurred by Agent in protecting, defending and maintaining the Trademarks.

16. No course of dealing between Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

**21. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY THE LAWS AND DECISIONS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF THE LAWS PRINCIPLES THEREOF) OF THE STATE OF ILLINOIS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN ILLINOIS.**

**22. ASSIGNOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR ILLINOIS STATE COURT SITTING IN CHICAGO, ILLINOIS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND ASSIGNOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN**

RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ASSIGNOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ASSIGNOR AGAINST THE AGENT OR ANY LENDER OR ANY AFFILIATE OF THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN CHICAGO, ILLINOIS.

23. ASSIGNOR, THE AGENT AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

WITNESS the execution hereof under seal as of the day and year first above written.

ASSIGNOR:

MAGAZINE CONNECTION INC.,  
a Delaware corporation

By: Bruce Obendorf  
Name: Bruce Obendorf  
Title: Treasurer

LENDER:

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO AS AGENT FOR  
THE LENDERS AFORESAID

By: Susan B. Kuesi  
Name: SUSAN B. KUESI  
Title: FIRST VICE PRESIDENT

Schedule A to that certain Trademark and Service Mark Collateral Assignment and Security Agreement dated June 11, 2001 executed by and between MAGAZINE CONNECTION INC. and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS AGENT FOR THE LENDERS UNDER THE FOREGOING DEFINED LOAN AGREEMENT

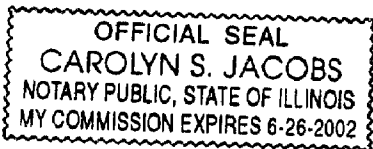
<u>Service Mark Application Serial No.</u>	<u>Country</u>	<u>Service Mark</u>	<u>Application Filing Date</u>
76214052	U.S.	Newsstandsonline	February 22, 2001



CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Illinois )  
 )  
 ) SS.  
COUNTY OF Agee )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 14 day of June, 2001, personally appeared Bruce Obendorf to me known personally, and who, being by me duly sworn, depose and say that he is the Treasurer of MAGAZINE CONNECTION INC., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Bruce Obendorf acknowledged said instrument to be the free act and deed of said corporation.



Carolyn S. Jacobs  
Notary Public

My commission expires: June 26, 2001

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Illinois )  
 )  
 ) SS.  
COUNTY OF Cook )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19 day of June, 2001, personally appeared Susan B. Kuesi to me known personally, and who, being by me duly sworn, depose and say that he is the Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS AGENT FOR THE LENDERS, and that said instrument was signed on behalf of said Bank and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Bank.

Janice A. Walker  
Notary Public

My commission expires:

