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TO: The Commissioner of Patents and

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☒ New

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Conveyance Type

☐ Assignment

☐ License

☐ Security

☐ Nunc Pro Tunc Assignment

☐ Merger

☐ Change of Name

☒ Other

Notice of Grant of Security Interest

Effective Date
Month Day Year
10/09/97

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Atwood Publishing, LLC

Execution Date
Month Day Year

10/09/97

Formerly

☐ Individual

☐ General Partnership

☐ Limited Partnership

☐ Corporation

☐ Association

☒ Other

Limited Liability Company

☒ Citizenship/State of Incorporation/Organization

Delaware

Receiving Party

☐ Mark if additional names of receiving parties attached

Name First Union National Bank, as Agent

DBA/AKA/TA

Composed of

Address (line 1) Charlotte Plaza Building, CP-6

Address (line 2) 201 South College Street

Address (line 3) Charlotte
City

North Carolina
State/Country

28288-0735
Zip Code

☐ Individual

☐ General Partnership

☐ Limited Partnership

☐ Corporation

☐ Association

☒ Other

National Banking Association

☐ Citizenship/State of

Incorporation/Organization

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.)

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TRADEMARK
REEL: 002322 FRAME: 0838

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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)**

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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)

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.*

Steven D. Thomas

Name of Person Signing

Signature

Date Signed

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office


Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of October 9, 1997 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the SA Credit Parties thereto (each a "Credit Party" and, collectively, the "Credit Parties") and First Union National Bank, as administrative agent (the "Agent") for the lenders referenced therein (the "Lenders"), the undersigned Credit Party has granted a continuing security interest in and continuing lien upon (i) the trademarks, service marks and related registrations and applications (the "Trademarks") shown on Schedule A, attached hereto and incorporated herein by reference, to the Agent for the ratable benefit of the Lenders, together with (ii) the goodwill and assets of the business symbolized by such Trademarks and (iii) all actions for infringement concerning the foregoing including the right to sue for and to recover and retain all damages and profits arising from past infringement.

The undersigned Credit Party and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the Trademarks and Trademark applications set forth on Schedule A (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,


ATWOOD PUBLISHING, LLC

By: 
Name: STEVEN J. KURT
Title: VP

Acknowledged and Accepted:

FIRST UNION NATIONAL BANK

as Agent

By: 

Name: David Kraybill

Title: Vice President

SCHEDULE A

**Atwood Publishing, LLC
(Delaware Limited Liability Company)**

U.S. Trademark

Pending Application

Mark	Application Serial No.	Filing Date
PRESENTING COMMUNICATIONS	76-055,072	5/23/00