

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 AddressArea Code and Telephone Number
(617) 570-1310Name **Marie M. Nuguid, Senior Legal Assistant**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:

Trademark Application Numbers:

76/023,355 filed April 11, 2000

Number of Properties

Enter the total number of properties involved

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$40.00

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

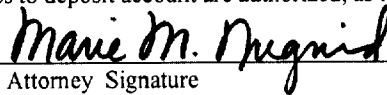
Authorization to charge additional fees: Yes No **Statement and Signature**

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.

Marie M. Nuguid, Senior Paralegal

Attorney Name

Attorney Signature



July 11, 2001

Date Signed

NOTICE OF SECURITY INTEREST IN TRADEMARKS

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

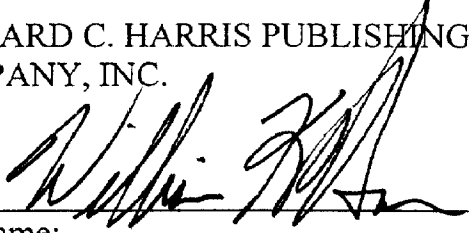
Ladies and Gentlemen:

Pursuant to (i) the Conditional Assignment of Trademarks dated March 30, 2001 by and between BERNARD C. HARRIS PUBLISHING COMPANY, INC., a New York corporation (the "Assignor") and CITIZENS BANK OF MASSACHUSETTS, a Massachusetts savings bank, (the "Assignee") and (ii) the Agreement of Consent, Amendment and Confirmation of Security Documents dated as of June 29, 2001, the Assignor has 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 Amended and Restated Revolving Credit Agreement dated as of June 29, 2001 and (ii) the security interests granted by the Assignor to the Assignee in the Collateral defined and described under the Security Agreement of dated as of March 30, 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 26th day of June, 2001.

BERNARD C. HARRIS PUBLISHING
COMPANY, INC.

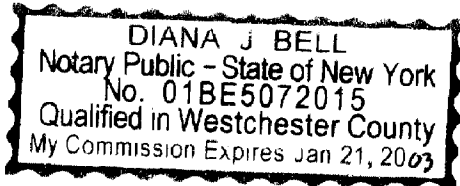
By: 
Name:
Title:

STATE OF NEW YORK
COUNTY OF Westchester

On this 26 day of June, 2001, before me personally appeared William K Harris of BERNARD C. HARRIS PUBLISHING COMPANY, INC., a New York Corporation, 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: 1-21-03



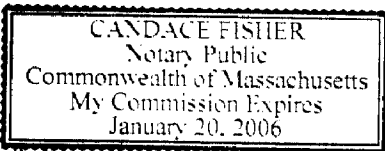
ACCEPTED AND ACKNOWLEDGED BY:

CITIZENS BANK OF MASSACHUSETTS

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

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

On this 29 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.
WHERESEFRANKIE	Bernard C. Harris Publishing Company, Inc.	Application Serial No. 76/023355 Application Date: 4/11/00

LIBC/1183880.1