

10-01-2001



To the Honorable Commissione

101862412

he attached original documents or copy thereof.

1. Name of conveying party(ies):

Weider Publications, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: August 31, 2001

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal

Address: Att: Julie V. Jalelian

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

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

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

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

A. Trademark Application No.(s)

See attached schedule

B. Trademark Registration No.(s)

See attached schedule

Additional number(s) attached  Yes  No

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

Name: Miriam J. Rovner, Senior Legal Assistant

Internal Address:

Street Address: Goodwin Procter LLP  
Exchange Place

City: Boston State: MA Zip: 02109-2881

6. Total number of applications and registrations involved: .....

32

7. Total fee (37 CFR 3.41) ..... \$ 815.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 07-1700

(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.

Diane M. Boissoneault

September 25, 2001

Name of Person signing

Signature

Date

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

7

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

**SCHEDULE II  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**WEIDER PUBLICATIONS, INC.**

**REGISTERED TRADEMARKS**

<b>MARK</b>	<b>SERIAL NO./ REG. NO.</b>	<b>REGISTRATION DATE</b>	<b>COUNTRY</b>
FIT PREGNANCY	1,994,180	08/13/96	United States
FIT PREGNANCY	2,118,470	09/08/98	United States
FLEX	1,340,659	06/11/85	United States
FLEX	2,186,743	09/01/98	United States
FOR GIRLS WHO DARE TO BE REAL	2,162,235	06/02/98	United States
H.U.G.E. HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM	2,433,879	03/06/01	United States
HARD BODY RESPONSE PAK	2,465,029	07/03/01	United States
HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEMS	2,285,899	10/12/99	United States
HERS	2,472,316	07/24/01	United States
JUMP	2,109,655	10/28/97	United States
JUMP	2,186,744	09/01/98	United States
LIVING FIT	2,053,774	04/22/97	United States
LIVING FIT	2,105,850	10/14/97	United States
LIVING FIT	2,291,337	11/09/99	United States
MEN'S FITNESS	1,519,426	01/03/89	United States
MEN'S FITNESS	1,956,592	02/13/96	United States
MEN'S FITNESS	2,197,109	10/20/98	United States
MUSCLE & FITNESS	1,240,271	05/31/83	United States
MUSCLE & FITNESS	2,254,062	06/15/99	United States
NATURAL HEALTH	1,739,267	12/08/92	United States
NATURAL HEALTH	2,259,027	07/06/99	United States
NATURAL HEALTH SHOPPER	1,983,132	06/25/96	United States
NATURAL HEALTH THE GUIDE TO WELL-BEING	1,790,311	08/31/93	United States
PRIME HEALTH & FITNESS	2,429,023	02/20/01	United States
SHAPE	1,495,154	07/05/88	United States
SHAPE	1,525,562	02/21/89	United States
SHAPE	2,189,909	09/15/98	United States
SHAPE (Stylized letters)	1,498,564	08/02/88	United States
SHAPE COOKS	2,134,850	02/03/98	United States
SHAPE COOKS	2,189,911	09/15/98	United States
SHAPE	1,153,429	05/05/81	United States
FIT-X	2,465,029	07/03/01	United States

LIBC/1267892.1

**NOTICE OF SECURITY INTEREST**

**(IN U.S. TRADEMARKS)**

This Trademark Notice of Security Interest dated August 31, 2001 is between WEIDER PUBLICATIONS, INC., a Delaware corporation, with its principal place of business at 21100 Erwin Street, Woodland Hills, CA 91367 (the "Company" or "Assignor"), and FLEET NATIONAL BANK, a national banking association (the "Secured Party"), as Administrative Agent for the lenders party to the Credit Agreement referred to below.

WHEREAS, the Company and the Secured Party entered into an Intellectual Property Security Agreement dated as of August 31, 2001 (the "Security Agreement"), by and among Company, Weider New Media, Inc., a Delaware corporation ("WNM"), and Secured Party, as administrative agent for itself and for lenders (the "Lenders") which are, or may in the future become, parties to that certain Credit Agreement, dated as of August 31, 2001, by and among the Company, as borrower, Weider Health and Fitness, a Nevada corporation, WPI Holdings (International) Ltd., a Nevada corporation, and WNM, as guarantors, the Lenders and the Secured Party, as administrative agent (as from time to time amended, modified or supplemented, the "Credit Agreement").

WHEREAS, pursuant to the Security Agreement, the Company, in order to secure the payment and performance in full and observance of all obligations of the Company to the Secured Party and the Lenders pursuant to the Security Agreement and Credit Agreement and all other Secured Obligations (as defined in the Security Agreement), has granted to the Secured Party and the Lenders a security interest in all of the Company's intellectual property and rights thereto, whether now owned or hereafter acquired and all products and proceeds thereof, including but not limited to the Trademarks (as defined in the Security Agreement); and

WHEREAS, the Company has adopted, used and is using, and is the owner of the trademarks set forth on Schedule A attached hereto, which trademarks are registered in the United States Patent and Trademark Office (or for which applications for such registration have been filed and are pending);

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of all Secured Obligations, and pursuant to the terms and conditions set forth in the Security Agreement, NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to the Security Agreement, the Company has granted to the Secured Party and the Lenders a security interest in, among other things, the Trademarks, which is inclusive of, without limitation, the trademarks which are the subject of the applications and registrations listed on Schedule A, all trademark registrations and trademark applications whether now or hereafter owned by the Company, and all goodwill appurtenant to, associated with or symbolized by any of the foregoing, all proceeds of the foregoing (including but not limited to all royalties, license fees due, accrued or arising in connection with any of the foregoing, and all rights to enforce or sue and/or recover for any past, present or future infringement of any of the foregoing), all in accordance with the terms and conditions of the Security Agreement.

2. The Company and the Secured Party do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by referenced as if fully set forth herein.

3. This instrument is made pursuant to the Security Agreement. The Company hereby expressly authorizes the Secured Party to record this instrument in the United States Patent and Trademark Office, as well as in any other federal or state office in which any of the Company's rights or interests comprising or connected with the Trademarks have been registered or recorded.

[Signature pages to follow]

IN WITNESS WHEREOF, Assignor has caused this Trademark Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of the 31<sup>st</sup> day of August, 2001.

ASSIGNOR:

WEIDER PUBLICATIONS, INC.

By: Jill Aulse  
Name: Jill Aulse  
Title: Vice President of Finance

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF SUFFOLK )

On this 31<sup>st</sup> day of August, 2001, before me appeared Jill Aulse to me personally known, who, being by me duly sworn, did depose and say that she is the Vice President of Finance at Weider Publications, Inc, a Delaware corporation named in and which executed the foregoing instrument; that being duly authorized she did execute the foregoing instrument on behalf of the Weider Publications, Inc. therein named; and that the foregoing instrument is the free and authorized act and deed of said corporation.

Notary Public Jane A. [Signature]  
My commission expires: 10/20/01  
(Seal)

ACCEPTED AND ACKNOWLEDGED BY:

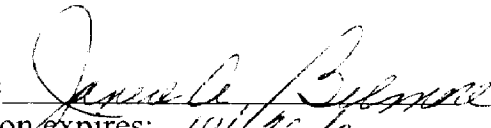
FLEET NATIONAL BANK



Name: Richard E. Anderson

COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF SUFFOLK )

On this 31<sup>st</sup> day of August, 2001, before me appeared Richard E. Anderson to me personally known, who, being by me duly sworn, did depose and say that he/she is the agent of Fleet National Bank, a banking association named in and which executed the foregoing instrument; that being duly authorized she did execute the foregoing instrument on behalf of Fleet National Bank therein named; and that the foregoing instrument is the free and authorized act and deed of said bank.

Notary Public   
My commission expires: 10/20/01  
(Seal)

LIBC/1252937.1

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