

10-15-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

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

1. Name of conveying party(ies): Weider Publications, Inc.

10401

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

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

3. Nature of conveyance:

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

Execution Date: August 31, 2001

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal

Address:

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 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):

A. Trademark Application No.(s) (See Schedule A attached)

B. Trademark Registration No.(s)

007 - 4 2001

Additional number(s) attached Yes No

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

Name: Beth Kotran, Esq.

Internal Address: GOODWIN PROCTER LLP

Street Address: Seven Becker Farm Road

City: Roseland State: NJ Zip: 07068

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 3.41): \$ 665.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

06-0923

(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.

Beth Kotran, Esq.

Name of Person Signing

Signature

October 4, 2001

Date

7

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

10/12/2001 6TDN11 00000060 060923 76065912

01 FC:481 40.00 CH FC:482 625.00 CH

TRADEMARK REEL: 002382 FRAME: 0379

SCHEDULE A

Fleet Bank/Weider Publications, Inc.

TRADEMARK	SERIAL NO./REG. NO.	FILING DATE/ REG. DATE
ACTIVE.LIFE.STYLE	76/065912	June 8, 2000
ARMED FORCES	75/908799	February 2, 2000
FIT FOR LIFE RESPONSE PAK	75/747442	July 2, 1999
FLEX-BATTLE OF THE BICEPS	76/272579	June 15, 2001
FLEX-BATTLE OF THE BICEPS	76/272580	June 15, 2001
GIFT-O-METER	75/923079	February 18, 2000
HARD BODY RESPONSE PAK	75/747439	July 2, 1999
JOE WEIDER'S BATTLE OF THE BICEPS	75/272576	June 15, 2001
JOE WEIDER'S BATTLE OF THE BICEPS	76/272577	June 15, 2001
JUMP ON CAMPUS	75/807939	September 27, 1999
MUSCLE & FITNESS - BATTLE OF THE BICEPS	76/272581	June 15, 2001
MUSCLE & FITNESS - BATTLE OF THE BICEPS	76/272582	June 15, 2001
MUSCLE & FITNESS' BIG MAN ON CAMPUS	76/194791	January 10, 2001
MUSCLE & FITNESS' BIG MAN ON CAMPUS	76/198600	January 20, 2001
MUSCLE & FITNESS' BIG MAN ON CAMPUS	76/198601	January 20, 2001
MUSCLE & FITNESS' BIG MAN ON CAMPUS	76/198602	January 20, 2001
NATURAL HEALTH NEWS	76/265048	June 1, 2001
PRIME HEALTH & FITNESS	75/231067	January 24, 1997
REAL GIRL SIGHTINGS	75/425509	January 29, 1998
SHAPE'S ESSENTIAL GUIDE TO ADVENTURE TRAVEL	75/492547	May 28, 1998
SHAPE'S ESSENTIAL GUIDE TO BEAUTY	75/492238	May 23, 1998
SHAPE'S ESSENTIAL GUIDE TO FALL	75/942667	March 13, 2000
SHAPE'S ESSENTIAL GUIDE TO GEAR	75/492546	May 23, 1998
SHAPE'S ESSENTIAL GUIDE TO SUMMER	75/397970	December 1, 1997
SHAPE'S ESSENTIAL GUIDE TO WINTER	75/942666	March 13, 2000
SHAPE'S FIT FOR ADVENTURE	76/272578	June 15, 2001

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.

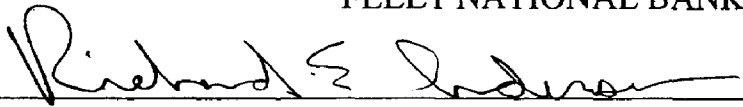
2. The Company and the Secured Party do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein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

ACCEPTED AND ACKNOWLEDGED BY:

FLEET NATIONAL BANK



Name: Richard E. Anderson

COMMONWEALTH OF MASSACHUSETTS)

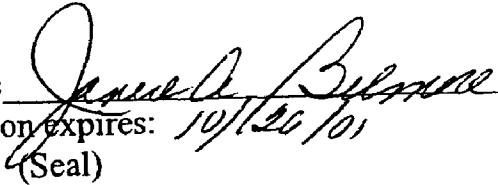
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COUNTY OF SUFFOLK)

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On this 31st 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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