

01-08-2002  
101936306

018414/114859

To the Honorable Commissioner of

record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SOUTHWEST ART, INC.

10-2401

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

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

3. Nature of conveyance:

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

Execution Date: June 4, 2001

2. Name and address of receiving party(ies)

Name: Citizens Bank of Massachusetts, as Agent

Internal Address:

Street Address: 53 State Street, 8<sup>th</sup> Floor

City: Boston State: MA Zip: 02109

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Massachusetts Savings Bank

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)

76/262,591 (LIVING WEST)  
76/273,935 (ART SOURCE)  
76/273,708 (SOUTHWEST ART'S ART SOURCE)

Additional number(s) attached  Yes  No

B. Trademark Application No.(s)

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

Name: Marie M. Nuguid, Senior Legal Assistant

Internal Address:

Street Address: Goodwin Procter LLP  
Exchange Place, 53 State Street

City: Boston State: MA Zip: 02109-2881

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$90.00

- 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.

Marie M. Nuguid, Senior Paralegal

Marie M. Nuguid

October 24, 2001

Name of Person signing

Signature

Date

01/07/2002 DBYRNE 00000165 76262591

Total number of pages include cover sheet, attachments, and document: 5 pages

01 FC:401  
02 FC:482

10.00  
50.00 Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

## 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) an Amended and Restated Conditional Assignment of Trademarks dated November 4, 1999 among SABOT PUBLISHING, INC., a Virginia corporation ("Sabot") and its wholly owned subsidiaries, BLACK BELT COMMUNICATIONS, INC., a Virginia corporation ("Black Belt"), GARLINGHOUSE, INC., a Virginia corporation ("Garlinghouse"), SOUTHWEST ART, INC., a Delaware corporation ("Southwest"), BETTER NUTRITION, INC., a Virginia corporation ("BNI"), and VEGETARIAN TIMES, INC., a Virginia corporation ("VT, and collectively with Sabot, Black Belt, Garlinghouse, Southwest, and BNI herein the "Assignors") and CITIZENS BANK OF MASSACHUSETTS, a Massachusetts savings bank, as agent for the benefit of itself and the financial institutions party thereto (the "Assignee") and (ii) the Second Agreement of Consent, Amendment and Confirmation of Security Documents dated as of June 4, 2001, the Assignors have 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 Second Amended and Restated Credit Agreement dated as of June 4, 2001 and (ii) the security interests granted by the Assignors to the Assignee in the Collateral defined and described under the Second Amended and Restated Security Agreement of dated as of June 4, 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 4 day of June, 2001.

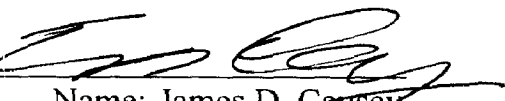
SABOT PUBLISHING, INC.

By:   
Name: James D. Causey  
Title: President

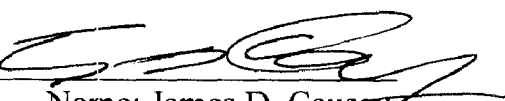
SOUTHWEST ART, INC.

By:   
Name: James D. Causey  
Title: President

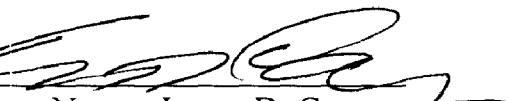
BLACK BELT COMMUNICATIONS, INC.

By:   
Name: James D. Causey  
Title: President

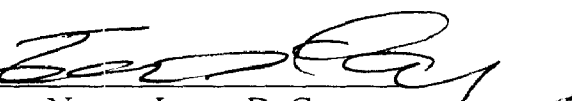
BETTER NUTRITION, INC.

By:   
Name: James D. Causey  
Title: President

GARLINGHOUSE, INC.

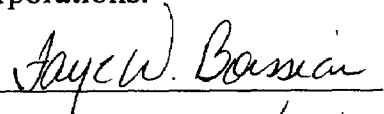
By:   
Name: James D. Causey  
Title: President

VEGETARIAN TIMES, INC.

By:   
Name: James D. Causey  
Title: President

COMMONWEALTH OF VIRGINIA  
COUNTY OF \_\_\_\_\_

On this 4 day of June, 2001, before me personally appeared James D. Causey, President of SABOT PUBLISHING, INC., BLACK BELT COMMUNICATIONS, INC., GARLINGHOUSE, INC., SOUTHWEST ART, INC., BETTER NUTRITION, INC. and VEGETARIAN TIMES, INC., 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: 4/30/05

ACCEPTED AND ACKNOWLEDGED BY:

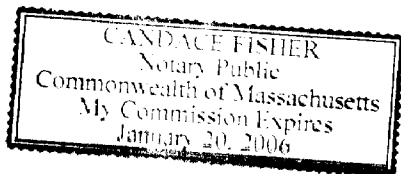
CITIZENS BANK OF MASSACHUSETTS, AS AGENT

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

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

On this 4 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**

<b><u>MARK</u></b>	<b><u>OWNER</u></b>	<b><u>APP NO</u></b>
<b>LIVING WEST</b>	Southwest Art, Inc. (U.S. Registration)	76/262,591 Filing date: May 25, 2001
<b>ART SOURCE</b>	Southwest Art, Inc. (U.S. Registration)	76/273,935 Filing date: June 19, 2001
<b>SOUTHWEST ART'S ART SOURCE</b>	Southwest Art, Inc. (U.S. Registration)	76/273,708 Filing date: June 19, 2001

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