

03-14-2002



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

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): World Publications II, LLC
Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company-Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Wachovia Bank, N.A.
Internal Address:
Street Address: 191 Peachtree Street, N.E.
City: Atlanta State: GA Zip: 30308
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National 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

OFFICE OF FILED RECORDS
FINANCE SECTION
2002 FEB 17 PM 2:54

3. Nature of conveyance:
Assignment Merger Security Agreement Change of Name Other
Execution Date: November 9, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/891,314
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Sidney R. Brown
Internal Address: Jones, Day, Reavis & Pogue
Street Address: 303 Peachtree Street Suite 3500
City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
Enclosed Authorized to be charged to deposit account
8. Deposit account number:
(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.
Sidney R. Brown Signature Date 2-27-02
Total number of pages including cover sheet, attachments, and document: 13

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

TRADEMARK REEL: 002460 FRAME: 0871

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is made effective as of November 9, 2001, by and among WACHOVIA BANK, N.A., for itself and as agent for certain "Lenders" described below (along with its successors and assigns, the "Agent"); WORLD PUBLICATIONS, LLC, WORLD SPORTS AND MARKETING, LLC, WORLD ENTERTAINMENT SERVICES, LLC (each, a "Borrower" and, collectively, the "Borrowers"); WORLD PUBLICATIONS HOLDING, LLC (the "Parent"); and WORLD PUBLICATIONS II, LLC, and WORLD PUBLICATIONS III, LLC (each, an "Unrestricted Subsidiary" and, collectively, the "Unrestricted Subsidiaries" and, together with the Parent, each a "Guarantor" and, collectively, the "Guarantors"), along with any other Person (defined below) that becomes a party hereto hereafter by execution of a counterpart hereof or a joinder agreement with respect hereto, effective upon its so becoming a party hereto (such Person, the Borrowers, and the Guarantors, each being referred to herein as an "Assignor" and, collectively, as the "Assignors"), in connection with that certain Amended and Restated Credit and Security Agreement dated as of even date herewith, by and among the Borrowers, the Parent, the Unrestricted Subsidiaries, the banks and financial institutions from time to time party thereto (the "Lenders"), and the Agent, for itself and on behalf of the Lenders (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"). This Agreement amends and restates that certain Trademark Security Agreement dated as of December 11, 2000 (the "Original Trademark Security Agreement"), by and among Wachovia Bank, N.A., in its individual capacity as "Lender," and World Publications, Inc., World Sports and Marketing, Inc., World Entertainment Services, Inc., World Publications Management, Inc., World Publications, LLC, and World Publications III, LLC (collectively, the "Original World Entities").

WITNESSETH:

WHEREAS, the parties to that certain Loan and Security Agreement dated as of December 11, 2000, by and among the Original World Entities and Wachovia Bank, N.A. (the "Original Credit Agreement"), and others have agreed to amend and restate the Original Credit Agreement and to such end have entered into the Credit Agreement;

WHEREAS, Wachovia, in its individual capacity, desires to assign its rights under the Original Trademark Assignment to Agent, for itself and on behalf of the Lenders, so that the rights in and to the "Trademark Collateral" described therein shall continue to constitute collateral security for the amended and restated obligations set forth in the Credit Agreement and the documents delivered in connection therewith;

WHEREAS, the Assignors, as the owners of certain trademarks and service marks more fully described in the Schedule annexed hereto and hereby made a part hereof and all signs and symbols associated therewith, together with the goodwill of the Assignors' respective business symbolized and represented by such trademarks and service marks (herein collectively the "Trademark Collateral"), have agreed to secure with the Trademark Collateral the following (collectively, the "Secured Obligations"): (a) in the case of all Assignors, their respective

obligations under the Credit Agreement, including without limitation, the due and punctual payment and performance of the "Obligations" (as such term is described in the Credit Agreement, (b) in the case of the Guarantors, their due and punctual payment and performance of their respective obligations under the Guaranty (as defined in the Credit Agreement) delivered by each such Guarantor to Agent, and (c) in the case of the Borrowers, the due and punctual payment and performance of the "Obligations" (as such term is defined in the Credit Agreement); and

WHEREAS, the parties hereto desire to amend and restate the Original Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors hereby agrees as follows:

1. Wachovia Bank, N.A., in its individual capacity, hereby assigns all of its right, title and interest in and to the Original Trademark Security Agreement to Agent, for itself and on behalf of the Lenders. Each of the Assignors hereby pledges, mortgages, and grants a security interest in and to the Agent, for itself and on behalf of the Lenders, all of its respective right, title and interest in and to the Trademark Collateral, together with all monies and claims for monies now or hereafter due or payable thereon or in respect thereof, to secure the Secured Obligations.

2. Subject to the provisions of Paragraph 5 hereof, it is the intention of the parties that the Assignors continue to have the use of the Trademark Collateral, including without limitation the above-described trademarks and service marks and the goodwill of the business associated therewith and represented thereby and to control the nature and quality of the goods manufactured and sold under said trademarks and service marks, and, upon the payment and performance in full of all of the Secured Obligations, or upon the termination of this Agreement pursuant to the Credit Agreement, the security interest of the Agent in the Trademark Collateral shall be released and thereafter the Agent shall no longer have any interest therein.

3. The Assignors will pay all filing fees with respect to the security interest created hereby that the Agent may deem necessary or advisable in order to perfect and continue perfected its security interest in the Trademark Collateral.

4. Each of the Assignors represents and warrants that it lawfully possesses and owns its registered Trademark Collateral and to its knowledge all other of its Trademark Collateral and that, except for the security interest in favor of the Agent granted hereby, the Trademark Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever, other than Permitted Encumbrances (as defined in the Credit Agreement), that such Assignor has not made or given any prior assignments or transfers of the Trademark Collateral or any prior security interests in the Trademark Collateral that have not been fully released; to its knowledge, is and will continue to be, in all material respects, in full force and effect, and that such Assignor has no knowledge of any infringements of the Trademark Collateral, except as expressly disclosed to the Agent.

5. If an "Enforcement Event" has occurred and is continuing, then the Assignors shall be in default hereunder and the Agent shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code and any other applicable state or federal laws. The term "Enforcement Event" means the occurrence of both (i) an Event of Default under the Credit Agreement which has not been cured or waived and (ii) the Agent's or the Lenders' having accelerated the maturity of all of the "Obligations" pursuant to Section 6.01 of the Credit Agreement and such acceleration has not been rescinded by the Agent or the Lenders. The Agent shall give the Assignors reasonable notice of the time and place of any public sale of the Trademark Collateral or the time after which any private sale of the Trademark Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Assignors shown herein at least ten Business Days (as defined in the Credit Agreement) before the date of such sale of disposition. In addition to the foregoing and all other rights and remedies of the Agent, if an Enforcement Event has occurred and is continuing, the Agent shall thereupon have the immediate right to sell, assign and transfer to any other person:

- (a) all right, title and interest in and to the Trademark Collateral, including without limitation the trademarks and service marks specified in the Schedule, together with the goodwill of the Assignors' respective businesses symbolized and associated with such trademarks and service marks; and
- (b) ownership of the Assignors' respective entire inventory of labels and decals not then affixed to their products and ownership of the right to operate and control the businesses under the marks specified in the Schedule.

6. A formal irrevocable power of attorney is being executed and delivered by the Assignors to the Agent concurrently with the execution of this Agreement to enable such rights to be carried out. Each of the Assignors agrees that, in the event the Agent exercises said power in accordance with its terms, after written notification of such exercise from the Agent to the Assignors, unless the Agent shall otherwise consent, the Assignors shall never thereafter, without the written authorization of the owner or owners of the trademarks and service marks specified in the Schedule, use any of the marks specified in the Schedule or any mark closely similar thereto, on or in connection with the same or any closely related goods either in the United States of America, its territories or possessions or in countries outside the United States.

7. The proceeds of any such sale, transfer or disposition of the Trademark Collateral by the Agent shall be applied in the order set forth in the Credit Agreement.

8. The Assignors shall execute and deliver to the Agent any further documentation or papers, and take all such other actions, as are necessary to carry out the intent or purpose of this Agreement, without any charge or expense to the Agent.

9. The Assignors shall defend at its own cost and expense any action, claims or proceeding affecting its respective Trademark Collateral or the interest of the Agent therein. The Assignors shall reimburse the Agent for all costs and expenses incurred by the Agent in defending any such action, claim or proceeding.

10. This Agreement shall be in addition to all other present and future instruments, documents and agreements between any of the Assignors and the Agent or the other Lenders; it shall not be deemed to affect, modify or limit any of the same or any rights of the Agent or the Lenders thereunder, and all of the Agent's and the Lenders' rights and remedies, hereunder, thereunder, at law or in equity, are cumulative. It is further understood and agreed that, if an Enforcement Event occurs, the Agent shall have no obligation to marshal any assets presently or hereafter pledged to the Agent by the Assignors, whether under this Agreement or otherwise.

11. Any provision hereof contrary to, prohibited by or invalid under, any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

12. The Assignors agree that the validity, interpretation and enforcement of the Agreement and all rights hereunder shall be governed by the internal laws of the State of Georgia and not its laws of conflicts of laws.

13. The Agent and each of the Assignors hereby acknowledge that it is their intent that, as between the Assignors and the Agent, this Agreement creates a security interest in favor of the Agent, for itself and on behalf of the Lenders, and is a secured transaction, with the Assignors remaining as the owner of the Trademark Collateral.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

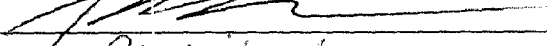
IN WITNESS WHEREOF, each of the Assignors has caused this Amended and Restated Trademark Security Agreement to be executed as of the date first above written.

WITNESS OR ATTEST:

ASSIGNORS:

WORLD PUBLICATIONS HOLDING, LLC
WORLD PUBLICATIONS, LLC
WORLD SPORTS AND MARKETING, LLC
WORLD ENTERTAINMENT SERVICES, LLC
WORLD PUBLICATIONS II, LLC
WORLD PUBLICATIONS III, LLC

Sheri Bass

BY: 
TITLE: President

Address: 460 North Orlando Avenue
Suite 200
Winter Park, Florida 32789
Attention: Terry L. Snow

[Accepted at Atlanta, Georgia]

WACHOVIA BANK, N.A., as Agent

BY: Charles D. Barkan III
TITLE: Vice President

WACHOVIA BANK, N.A., in its individual capacity, for purposes of confirming the assignment of the Original Trademark Assignment as provided above:

BY: Charles D. Barkan III
TITLE: Vice President

STATE OF Florida)
) SS 265-11-7478
COUNTY OF Orange)

On November 9, 2001, before me, the undersigned, a notary public in and for said State, personally appeared Terry L. Snow, known to me to be the President of WORLD PUBLICATIONS, LLC, WORLD SPORTS AND MARKETING, LLC, WORLD ENTERTAINMENT SERVICES, LLC, WORLD PUBLICATIONS HOLDING, LLC, WORLD PUBLICATIONS II, LLC, and WORLD PUBLICATIONS III, LLC, the limited liability companies that executed the within instrument, and acknowledged to me that each of such limited liability companies executed the within instrument pursuant to its operating agreement or a resolution of its managers or members, as applicable.

WITNESS my hand and official seal.

Kathryn A. Diaz
Notary Public



Schedule 3
WORLD PUBLICATIONS, LLC (FL)
Intellectual Property Trademark Collateral

I. Registered Trademarks:

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Sport Fishing The Magazine Of Offshore Fishing (and Design) Magazines in the Field of Fishing and Boating	United States	1,854,625	9/20/94
WaterSki The World's Leading Water Skiing Magazine (Stylized Letters) Magazines in the field of water skiing	United States	1,882,124	3/7/95
Marlin Publication, namely magazine relating to sport fishing	United States	1,607,444	7/24/90
Caribbean Travel and Life Magazine in the field of travel	United States	1,803,247	11/9/93
Sport Diver Publications, namely magazines relating to underwater sports	United States	2,264,599	7/27/99
Wake Boarding Publications, namely magazines relating to water sports	United States	2,264,598	7/27/99
Wake Boarding Publications, namely magazines relating to water sports	Japan	4,223,353	
Wind Surfing Publications, namely magazines in the field of wind surfing	United States	2,303,706	12/28/99
WaterSports Retailer Publications, namely magazines in the fields of water sports and business	United States	2,305,014	12/28/99
Boating Life (Stylized Letters) Computer services, namely providing on-line magazines in the fields of boating, fishing, and recreational water-sports	United States	2,349,151	5/9/00
Caribbean Travel & Life (and Design) Computer services, namely, providing on-line magazines about the Caribbean in the fields of travel, lifestyle and history	United States	2,350,990	5/16/00
Marlin (Stylized Letters) Computer services, namely, providing on-line magazines in the field of sport fishing	United States	2,350,989	5/16/00
Sport Fishing Computer services, namely providing on-line magazines in the field of sport fishing	United States	2,350,988	5/16/00

Sportsboats Series of magazines featuring recreational water crafts and boats'	United States	2,064,228	5/20/99
Kite Boarding The Magazine of Kite-Boarding Sports (Stylized Letters) Publications, namely magazines in the fields of kite-powered sports and board sailing.	United States	2,468,559	7/10/01
Wind Rider Magazines featuring sailing activities.	United States	1,221,657	12/28/82

II. Pending Trademark Applications:

<u>Trademark Description</u>	<u>Country</u>	<u>Serial Number</u>	<u>Date of Filing</u>
Fly Fishing in Salt Waters (and Design) Publications, namely magazines in the field of fly fishing, travel, outdoor recreation and the study of saltwater fish species.	United States	78-070,174	6/20/01
Sport Diver Interactive (and Design) Computer services, namely providing on-line magazines in the field of scuba diving, snorkeling, swimming and recreational water-sports.	United States	78-060,306	3/1/01
MU Marlin University (and Design) Educational services, namely, conducting classes, workshops, and conferences in the field of fishing which are designed to teach skills in tackle selection, specific angling skills, bait rigging and presentation, handling fish, boat operating skills, basic navigation, and basic electronics.	United States	78-048,098	2/13/01
Boatinglife The Authority on Recreational Boating (and Design) Publications, namely magazines in the field of boating.	United States	76-165,615	11/1/00

III. State Trademark Registrations:

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Waterski (Stylized Letters)	Florida	T93000000752	6/18/93
Wind Surfing (Stylized Letters)	Florida	T93000000751	6/14/93
Sport Fishing (Stylized Letters)	Florida	T93000000750	6/18/93

IV. Common Law Trademarks¹:

<u>Trademark Description</u>	<u>Country</u>
Kite Powered The Magazine of Kite-Powered Sports (Stylized Letters)	United States
Sport Diver (and Design)	United States
Wake Boarding Magazine (and Design)	United States
Waterski (Stylized Letters)	United States
Wind Surfing (Stylized Letters)	United States
Windfest (Stylized Letters)	United States
Boatinglife (Stylized Letters) ²	

V. Licensed Trademark:

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Saveur	United States	1,910,040	8/8/95

¹ These marks were listed on PTO records in the name of World Publications, Inc. (FL) but have been abandoned.

² This mark is listed on PTO records in name of World Publications, Inc. (FL), but has been cancelled.

**Schedule 3
(continued)
WORLD PUBLICATIONS II, LLC (DEL)
Intellectual Property Trademark Collateral**

I. Pending Trademark Applications:

<u>Trademark Description</u>	<u>Country</u>	<u>Serial Number</u>	<u>Date of Filing</u>
Garden Design Bi-monthly magazine on the subject of residential landscape design	United States	75/891,314	1/7/00

II. Common Law Trademarks:

<u>Trademark Description</u>	<u>Country</u>
Smart Parenting Pre-recorded audio and video tapes and CD-ROM disks featuring information pertaining to parenting; and computer programs recorded for instruction and training in the field of parenting Educational services, namely conducting classes, seminars, conferences, and workshops in the field of parenting and distributing course materials in connection therewith; training in parenting skills Leasing access to computer and electronic bulletin board services in the field of parenting;	United States
Smart Parenting Newsletters and magazines pertaining to child-rearing and parenting issues	United States
Your Source For Smart Parenting Newspapers and magazines pertaining to child-rearing and parenting issues	United States

**Schedule 3
(Continued)
WORLD PUBLICATIONS II, INC. (FL)³
Intellectual Property Trademark Collateral**

I. Common Law Trademark:

Trademark Description

Country

Wind Surfing Magazine (Stylized Letters)

United States

³ Abandoned on PTO records under this name.