

4/15/02

04-29-2002

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

RECC TI



DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102070808

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

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

2. Name and address of receiving party(ies)
Name: JP Morgan Chase Bank (f/k/a The Chase Manhattan Bank)
Internal Address:
Street Address: 999 Broad Street
City: Bridgeport State: CT Zip: 06604
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other United States 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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: April 12, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached Yes No

B. Trademark Registration No.(s) See Attached

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Amy Span Wergeles
Internal Address:
Street Address: Robinson & Cole LLP
280 Trumbull Street
City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 22
7. Total fee (37 CFR 3.41) \$565.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 18-1685
(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.
Amy Span Wergeles Name of Person Signing
Signature Date 4/15/02

Total number of pages including cover sheet, attachments, and document: 7

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

04/29/2002 LINDLER 0000021 1385987

01 FC:481
02 FC:482

40.00 OP
525.00 OP

TRADEMARK REEL: 002493 FRAME: 0816

**Attachment to Form PTO-1594**

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

<b>Registration Number</b>	<b>Mark</b>
1,385,987	CLASSIC
1,385,988	MERIT
1,389,862	APPROVED
1,389,871	PENNY PRESS & DESIGN
1,391,576	THE JOY OF CROSSWORDS
1,392,346	LOOP-A-WORD & DESIGN
1,403,090	FAMILY
1,436,935	VARIETY PUZZLES AND GAMES & DESIGN
1,438,584	ALL STAR
1,461,842	FILL-IN PUZZLES & DESIGN
743,033	ANALOG SCIENCE FACE SCIENCE FICTION & DESIGN
1,864,272	ASTOUNDING
1,055,090	HOROSCOPE
1,389,847	ISAAC ASIMOV'S SCIENCE FICTION MAGAZINE
719,684	KRISS KROSS PUZZLES
592,447	OFFICIAL CROSSWORD PUZZLES (stylized)
1,248,926	PENCIL PUZZLES & WORD GAMES
592,448	POCKET CROSSWORD PUZZLES (stylized)
1,972,570	TANGLEWORDS
1,966,537	UNKNOWN WORLDS
994,733	WORD SEARCH PUZZLES
597,933	YOUR FUTURE (stylized)

**GRANT OF SECURITY INTEREST IN AND MORTGAGE  
OF UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PENNY PUBLICATIONS, LLC, a Delaware limited liability company (the "Grantor"), hereby assigns, grants and mortgages to JP MORGAN CHASE BANK (formerly known as The Chase Manhattan Bank), with an office at 999 Broad Street, Bridgeport, CT 06604 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS AGREEMENT is entered into to secure the full and prompt performance and payment of all the Liabilities of the Grantor, as such term is defined in the General Security Agreement dated as of April 12, 2001 between the Grantor and the Grantee (as amended from time to time, the "Security Agreement"). Upon the satisfaction of all Liabilities, the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor such statements, documents or other instruments in writing as may be reasonably requested by Grantor releasing the security interest and mortgage in the Marks and Patents granted under this Agreement.

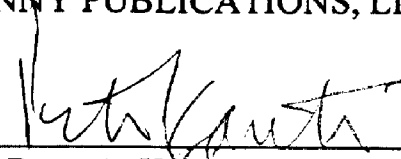
This Agreement has been entered into in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement  
as of April 12, 2001.

Grantor:

PENNY PUBLICATIONS, LLC

By



Peter A. Kanter

Title: Manager

By



Catherine Cappellieri

Title: Vice President of Finance

Grantee:

THE CHASE MANHATTAN BANK

By



Thomas P. Burgdorf

Title: Assistant Vice President



SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
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TRADEMARKS: Penny Press, Inc.

<u>Reg. No.</u>	<u>Mark</u>	<u>Reg. Date</u>
1,385,987	CLASSIC	03/11/1986
1,385,988	MERIT	03/11/1986
1,389,862	APPROVED	04/15/1986
1,389,871	PENNY PRESS & DESIGN	04/15/1986
1,391,576	THE JOY OF CROSSWORDS	04/29/1986
1,392,346	LOOP-A-WORD & DESIGN	05/06/1986
1,403,090	FAMILY	07/29/1986
1,436,935	VARIETY PUZZLES AND GAMES & DESIGN	04/14/1987
1,438,584	ALL STAR	05/05/1987
1,461,842	FILL-IN PUZZLES & DESIGN	10/20/1987
743,033	ANALOG SCIENCE FACE SCIENCE FICTION & DESIGN	01/01/1963
1,864,272	ASTOUNDING	11/22/1994
1,055,090	HOROSCOPE	12/28/1976
1,389,847	ISAAC ASIMOV'S SCIENCE FICTION MAGAZINE	04/15/1986
719,684	KRISS KROSS PUZZLES	08/08/1961
592,447	OFFICIAL CROSSWORD PUZZLES (stylized)	N/A
1,248,926	PENCIL PUZZLES & WORD GAMES	N/A
592,448	POCKET CROSSWORD PUZZLES (stylized)	07/13/1954
1,972,570	TANGLEWORDS	05/07/1996
1,966,537	UNKNOWN WORLDS	04/09/1996
994,733; 437,511 (Can.)	WORD SEARCH PUZZLES	N/A
597,933	YOUR FUTURE (stylized)	N/A

SCHEDULE B

PATENT

PATENT NO.

ISSUE DATE

NONE