

08-19-2002

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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

102194498

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. 21100 Erwin Street, Woodland Hills, CA 91367

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

3. Nature of conveyance: [X] Other Notice of Security Interest Execution Date: July 29, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,493,865; 2,553,015

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jason Mark Anderman, Esq., Goodwin Procter LLP Internal Address: Street Address: 7 Becker Farm Road City: Roseland State: NJ Zip: 07068

6. Total number of applications and registrations involved: 35 7. Total fee (37 CFR 3.41): \$ 890.00 8. Deposit account number: 06-0923

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. Jason Mark Anderman, Esq. August 14, 2002

08/19/2002 6TOM11 00000094 060923 2493865

01 FC:411 40.00 CH 02 FC:402 850.00 CH

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

TRADEMARK REEL: 2564 FRAME: 0927

SCHEDULE A

Fleet Bank/Weider Publications, Inc.

ARMED FORCES and Design	75/908,315	02/03/00
FIT PREGNANCY BRAND FRANCHISE ENCYCLOPEDIA	76/363,114	01/25/02
FLEX MAGAZINE	76/394,759	04/08/02
FLEX MAGAZINE	76/394,757	04/08/02
FLEX MAGAZINE	76/394,758	04/08/02
FLEX MAGAZINE	76/394,760	04/08/02
FLEX MAGAZINE	76/394,756	04/08/02
MUSCLE & FITNESS	76/379,152	02/22/02
MUSCLE & FITNESS	76/381,534	03/01/02
MUSCLE & FITNESS	76/381,535	03/01/02
MUSCLE & FITNESS	76/381,533	03/01/02
MUSCLE & FITNESS	76/381,510	02/22/02
MUSCLE & FITNESS	76/379,150	02/22/02
MEN'S FITNESS BAND FRANCHISE ENCYCLOPEDIA	76/363,124	01/25/02
MUSCLE & FITNESS HERS	76/379,154	02/22/02
MUSCLE & FITNESS HERS	76/379,156	02/22/02
MUSCLE & FITNESS HERS	76/379,151	02/22/02
MUSCLE & FITNESS HERS (STYLIZED)	76/379,718	02/22/02
MUSCLE & FITNESS HERS (STYLIZED)	76/379,155	02/22/02
MUSCLE & FITNESS HERS (STYLIZED)	76/379,160	02/22/02
MUSCLE & FITNESS HOMEBODY	76/358,478	01/14/02
MUSCLE & FITNESS HOMEBODY	76/358,479	01/14/02
MUSCLE & FITNESS (Stylized)	76/379,509	02/22/02
MUSCLE & FITNESS (Stylized)	76/379,508	02/22/02
MUSCLE & FITNESS (Stylized)	76/379,506	02/22/02
NATURAL HEALTH BRAND FRANCHISE ENCYCLOPEDIA	76/363,123	01/25/02
SHAPE	76/363,122	01/25/02
SHAPE BRAND FRANCHISE ENCYCLOPEDIA	76/363,111	01/25/02
SHAPE ESCAPE	76/369,132	02/07/02
SHAPE (Stylized)	76/363,121	01/25/02
WEIDER BRAND FRANCHISE ENCYCLOPEDIA	76/363,113	01/25/02
WEIDER'S HOMEBODY	76/358,480	01/14/02
WEIDER'S HOMEBODY	76/358,481	01/14/02

NOTICE OF SECURITY INTEREST

(IN U.S. TRADEMARKS)

This Trademark Notice of Security Interest dated July 29, 2002 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 Interactive Networks, Inc. (f/k/a Weider New Media, Inc.), a Delaware corporation ("WIN"), 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 WIN, 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 the 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 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 the 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 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 _____ day of _____, 2002.

ASSIGNOR:

WEIDER PUBLICATIONS, INC.

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

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

On this 29th day of July, 2002, before me appeared Jill Ause 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 Kaye Smith
My commission expires: July 27, 2004
(Seal)



ACCEPTED AND ACKNOWLEDGED BY:

FLEET NATIONAL BANK



Name: Andre J. Paquette
Title: Vice-President

COMMONWEALTH OF MASSACHUSETTS)

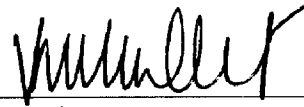
)

COUNTY OF SUFFOLK)

)

On this 2nd day of August, 2002, before me appeared Andre J. Paquette to me personally known, who, being by me duly sworn, did depose and say that he is a Vice-President of Fleet National Bank, a banking association named in and which executed the foregoing instrument; that being duly authorized he 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:

(Seal)

KRISTINE R. MILLET

Notary Public

My Commission Expires April 17, 2003

LIBNJ/1055084.1

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TRADEMARK

RECORDED: 08/19/2002

REEL: 2564 FRAME: 0933