

08-23-2002



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

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

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

1. Name of conveying party(ies):

Weider Interactive Networks, Inc. **8-16-02**
21100 Erwin Street, Woodland Hills, CA 91367

- 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 2, 2002

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)

76/363,112

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- 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.

Jason Mark Anderman, Esq.

Name of Person Signing

Signature

August 14, 2002

Date

Total number of pages including cover sheet, attachments, and document: **6**

08/22/2002 TD1A71 00000103 060923 76363112

01 FC:481
02 FC:482

40.00 CH
100.00 CH

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

TRADEMARK
REEL: 002568 FRAME: 0657

SCHEDULE A
Fleet Bank/Weider Interactive Networks, Inc.

PENDING TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILING DATE
ISHAPE	78/131,924	5/29/2002
OPTIMIZE FITNESS SYSTEMS	76/358,799	1/14/2002
OPTIMIZE PERSONAL WEIGHT MANAGEMENT SYSTEMS	76/358,876	1/14/2002
OPTIMIZE PERSONAL FITNESS SYSTEM	76/358,875	1/14/2002



NOTICE OF SECURITY INTEREST

(IN U.S. TRADEMARKS)

This Trademark Notice of Security Interest dated August 2, 2002 is between WEIDER INTERACTIVE NETWORKS, INC. (f/k/a Weider New Media, 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 Publications, Inc., a Delaware corporation ("WPI"), 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 WPI, as borrower, Weider Health and Fitness, a Nevada corporation, WPI Holdings (International) Ltd., a Nevada corporation, and the Company, 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 2nd day of August, 2002.

ASSIGNOR:

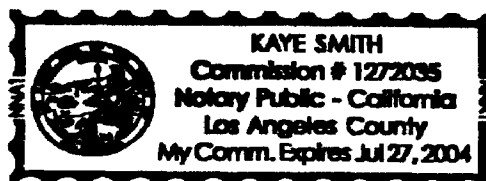
WEIDER INTERACTIVE NETWORKS, INC.

By: Jill Ause
Name: Jill Ause
Title: VP Finance

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)


On this 2nd day of August, 2002, before me appeared Jill Ause to me personally known, who, being by me duly sworn, did depose and say that he/she is the Vice President of Finance at Weider Interactive Networks, Inc., a Delaware corporation named in and which executed the foregoing instrument; that being duly authorized he/she did execute the foregoing instrument on behalf of the Weider Interactive Networks, 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:

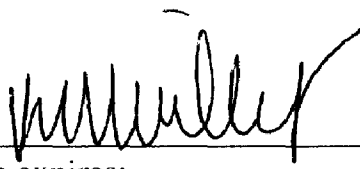
FLEET NATIONAL BANK



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

SCHEDULE A
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