

01-15-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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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):

MODUS MEDIA INTERNATIONAL, INC.

- 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

Execution Date: 01/09/2003

2. Name and address of receiving party(ies)

Name: CITICORP USA, INC., as Administrative Agent

Internal Address: Attention: Miles D. McManus

Street Address: 388 Greenwich Street, 19th FL

City: New York State: NY Zip: 10013

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

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 PUBLIC RECORDS 2003 JAN 10 PM 4:02 FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2461359, 2516520, 2413647, 2401568, 2399426, 2401567

Additional number(s) attached Yes No

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

Name: Sidley Austin Brown & Wood LLP

Internal Address: Attention: Kim Bernstein

Street Address: 555 W. Fifth Street, 40th FL

City: Los Angeles State: CA Zip: 90013

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kim Bernstein Name of Person Signing

Kim Bernstein Signature

January 10, 2003 Date

Total number of pages including cover sheet, attachments, and document: 12

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

01/14/2003 TDIAZ1 00000120 2461359

01 FC:8521 02 FC:8522

40.00 OP 125.00 OP

TRADEMARK REEL: 002648 FRAME: 0488

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of January 9, 2003, is made by MODUS MEDIA INTERNATIONAL, INC., a Delaware corporation ("Grantor") in favor of Citicorp USA, Inc., a Delaware corporation, in its capacity as administrative agent (with its successors and permitted assigns in such capacity, the "Administrative Agent") for the Lenders (as defined below) and the Issuing Bank (as defined below) in connection with that certain Credit Agreement of even date herewith among the Borrower, Modus Media, Inc., a Delaware corporation, the financial institutions from time to time party thereto as lenders (the "Lenders"), the financial institutions from time to time party thereto as issuing bank (the "Issuing Bank"), and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

WITNESSETH:

WHEREAS, Grantor is a party to the Credit Agreement, pursuant to which the Lenders and the Issuing Bank have agreed to make Loans, Issue Letters of Credit and extend other financial accommodations to Grantor and its affiliates from time to time;

WHEREAS, Grantor and certain of Grantor's affiliates (as named therein) are parties to that certain Security Agreement of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor and such affiliates have granted a security interest in certain of their assets to the Administrative Agent for the benefit of the Administrative Agent, the Lenders, the Issuing Bank and the other Holders (each individually a "Secured Party", and collectively, the "Secured Parties"); and

WHEREAS, in order to secure the prompt and complete payment, observance and performance of (a) all of Grantor's Obligations and (b) all of Grantor's obligations and liabilities hereunder and in connection herewith (all such Obligations and such obligations and liabilities hereunder being hereinafter referred to as the "Liabilities"), the Secured Parties have required as a condition, among others, to entering into the Credit Agreement that Grantor execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein, and of any financial accommodations or extensions of credit (including, without limitation, any loan or advance by renewal, refinancing or extension of the agreements described hereinabove or otherwise) heretofore, now or hereafter made to or for the benefit of Grantor pursuant to the Credit Agreement or any other agreement, instrument or document executed pursuant to or in connection therewith, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms.

(a) The words “hereof,” “herein,” “hereby” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(b) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor’s now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor’s business symbolized by the foregoing and connected therewith, and (v) all of Grantor’s rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i) through (v) in this Section 3(a), are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, in each case to the extent assignable and pledgeable without violation or breach thereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the “Licenses”);

Notwithstanding the foregoing, the terms "Trademarks" and "Licenses" shall not include any assets or property of any Foreign Subsidiary.

4. Consents Under Existing Agreements; Restrictions on Future Agreements. Except as permitted in Section 8 hereof, Grantor will not, without the Administrative Agent's prior written consent (which shall not be unreasonably withheld), enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its reasonable best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights granted to the Administrative Agent under this Agreement or the rights associated with any material Trademarks or Licenses.

5. New Trademarks and Licenses. Grantor represents and warrants that, from and after the Closing Date (a) the Trademarks listed on Schedule A include all of the registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and which are material individually or in the aggregate to the operation of the business of Grantor and (c) other than the rights of any party to the Licenses with respect to the Trademarks and Liens permitted by Section 9.03 of the Credit Agreement, no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than the Administrative Agent. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals, whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of Section 3 above shall automatically apply thereto. Grantor shall give to the Administrative Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence not less frequently than once every fiscal quarter. Grantor hereby authorizes the Administrative Agent to modify this Agreement unilaterally, upon reasonable notice to Grantor thereof, (x) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications owned or held by Grantor or to prepare this Agreement for filing with the United States Patent and Trademark Office and/or an equivalent agency in a foreign jurisdiction and by amending Schedule B to include any trademark license agreements and service mark license agreements to which Grantor becomes a party, which are Trademarks or Licenses under Section 3 above or under this Section 5, and (y) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. Grantor hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's

exercise of its rights and remedies under Section 14 hereof or pursuant to Section 16 of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Secured Parties to Grantor.

7. Further Assignments and Security Interests. Except as permitted in Section 8 hereof and Section 9.02 of the Credit Agreement, Grantor agrees (a) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Administrative Agent and (b) to maintain the quality of such products as of the date hereof.

8. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest; Release of Collateral.

(a) This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only upon the satisfaction of the conditions specified in Section 12.09(c)(i)(A) of the Credit Agreement. Upon such termination and at the written request of Grantor or its successors or assigns, and at the cost and expense of Grantor or its successors or assigns, the Administrative Agent shall execute in a timely manner such instruments, documents or agreements as are reasonably necessary or reasonably desirable to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Security Agreement.

(b) The Trademarks and Licenses shall be subject to release from time to time (the Trademarks and Licenses referred to in the immediately preceding sentence are collectively referred to herein as the "Released Collateral") in accordance with Section 12.09(c) of the Credit Agreement. The Liens under this Agreement shall automatically terminate with respect to the Released Collateral upon such sale, transfer, assignment, disposition or release, and upon the request of Grantor, the Administrative Agent shall execute and deliver such instrument or document as may be reasonably necessary to release the Liens granted hereunder; provided, however, that (i) the Administrative Agent shall not be required to execute any such documents on terms which, in the Administrative Agent's opinion, would expose the Administrative Agent to liability or create any obligation other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Liabilities or any Liens on (or obligations of Grantor in respect of) assets which continue to constitute Trademarks and Licenses, including, without limitation, all reversionary rights of Grantor with respect to the Released Collateral and the proceeds of any sale, all of which shall continue to constitute part of the Trademarks and Licenses.

9. Duties of Grantor; the Administrative Agent's Duty of Care. Grantor shall have the duty, to the extent it deems appropriate in the normal conduct of Grantor's business, to: (a) prosecute diligently any material trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for the registration of trademarks or service marks used or

adopted by Grantor. Grantor further agrees (i) not to abandon any material Trademark or License without the prior written consent of the Administrative Agent, and (ii) to use its reasonable best efforts to obtain and maintain in full force and effect the Trademarks and the Licenses that are or shall be reasonably necessary or reasonably desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Trademarks and Licenses and shall not impose any duty upon it to exercise any such powers. Except for the accounting for monies actually received by it hereunder, the Administrative Agent shall not have any duty as to any Trademarks and Licenses. The Administrative Agent shall be under no obligation to take any necessary steps to preserve rights against prior parties or any other rights pertaining to any Trademarks and Licenses, but may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of such Grantor and shall be added to the Liabilities. Grantors bear all risk of loss or damage of any of the Trademarks and Licenses, except to the extent such loss or damage shall arise solely from the gross negligence or willful misconduct of the Administrative Agent.

10. The Administrative Agent's Right to Sue. From and after the occurrence of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Administrative Agent for all reasonable costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 10 (including, without limitation, reasonable fees and expenses of attorneys for the Administrative Agent).

11. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to Grantor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. Grantor hereby designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and, upon the occurrence and during the continuance of an Event of Default, authorizes the Administrative Agent and any of the Administrative Agent's designees, in Grantor's or the Administrative Agent's name, to take any action and execute any instrument which the Administrative Agent may deem reasonably necessary or reasonably desirable to accomplish the purposes of this Agreement, including, without limitation, to (subject, where applicable, to the provisions of the Loan Documents) (a) endorse Grantor's name on all applications, documents, papers and instruments reasonably necessary or reasonably desirable for the Administrative Agent in the use, prosecution or protection of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Trademarks or, to the extent permitted, the Licenses as any of the Secured Parties deems in its or their own best interest. Grantor hereby ratifies all that such attorney shall lawfully do or, to the extent permitted, cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been Paid In Full and the Commitments shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Parties under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located (the "UCC"). Upon the occurrence and during the continuance of an Event of Default and the election by the Administrative Agent to exercise any of its remedies under Section 9-610 of the UCC with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be reasonably necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the

Administrative Agent may give any shorter notice that is reasonable under the circumstances. Further, notwithstanding anything set forth herein to the contrary, in exercising any rights provided in this Agreement or any of the other Loan Documents the Administrative Agent shall not cause any of the Trademarks to be abandoned by assignment or conveyance of a Trademark separate from the goodwill symbolized by such mark.

15. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of each of the Secured Parties and their respective nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

16. Governing Law. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of New York.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 13.08 of the Credit Agreement.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Consent to Jurisdiction and Service of Process. Grantor agrees that the terms of Section 13.17 of the Credit Agreement with respect to consent to jurisdiction and service of process shall apply equally to this Agreement.

21. WAIVER OF JURY TRIAL. EACH OF GRANTOR AND THE ADMINISTRATIVE AGENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND GRANTOR ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. EITHER GRANTOR OR THE ADMINISTRATIVE AGENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

MODUS MEDIA INTERNATIONAL, INC.

By: _____

R. Scott Murray
Chief Executive Officer

Accepted and agreed to as of the day and year
first above written.

CITICORP USA, INC., as Administrative Agent

By: _____

Miles D. McManus
Director


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MODUS MEDIA INTERNATIONAL, INC.

By: _____
R. Scott Murray
Chief Executive Officer

Accepted and agreed to as of the day and year first above written.

CITICORP USA, INC., as Administrative Agent

By:  _____
Miles D. McManus
Director

Signature Page

Trademark Security Agreement

Schedule A
to
Trademark Security Agreement

Trademarks, etc., and Applications

Trademark Name	Country	Owner	Classes	Status	Application No. Filing Date	Registration No. Date	Renewal Date
MMI (AND DESIGN)	USA	Modus Media International, Inc.	040	Registered	75/930118 2/11/00	2461359 6/19/01	6/19/11
MMI (AND DESIGN)	USA	Modus Media International, Inc.	035	Registered	75/930117 2/11/00	2516520 12/11/01	12/11/11
MODUS	United Kingdom	Modus Media International, Inc.	035	Registered	1285508 10/01/86	1285508 10/22/93	10/01/07
MODUS MEDIAL INTERNATIONAL (AND 2-LINE DESIGN)	Australia	Modus Media International, Inc.	035, 039, 040, 042	Registered	805144 8/26/99	805144 4/30/01	8/26/09
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	Benelux	Modus Media International, Inc.	035, 039, 042	Registered	0944784 8/24/99	0665922 8/02/00	8/24/09
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	China	Modus Media International, Inc.	035	Registered	9900116354 9/28/99	1475939 11/14/00	11/14/10
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	China	Modus Media International, Inc.	042	Registered	9900116355 9/28/99	1483337 11/28/00	11/28/10
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	France	Modus Media International, Inc.	035, 042	Registered	99808763 8/20/99	99808763 8/20/99	8/20/09
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	Ireland	Modus Media International, Inc.	035, 040, 042	Registered	99/2857 8/18/99	218084 10/8/01	8/18/09
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	Japan	Modus Media International, Inc.	035, 039, 040	Pending	11-75190 8/20/99		
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	Republic of Korea	Modus Media International, Inc.	035, 039, 042	Registered	99-1482[B/8] 10/6/99	66545 2/21/01	2/20/11
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	Malaysia	Modus Media International, Inc.	035	Published	99/08575 9/2/99		
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	Malaysia	Modus Media International, Inc.	040	Published	99/08574 9/2/99		
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	Mexico	Modus Media International, Inc.	042	Registered	453436 10/18/00	716954 9/27/01	10/18/10
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	Mexico	Modus Media International, Inc.	035	Registered	453437 10/18/00	715614 9/24/01	10/18/10

Schedule A

Trademark Security Agreement

TRADEMARK
REEL: 002648 FRAME: 0498

Trademark Name	Country	Owner	Classes	Status	Application No. Filing Date	Registration No. Date	Renewal Date
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	Singapore	Modus Media International, Inc.	035	Pending	T99/08861I 8/18/99		
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	Singapore	Modus Media International, Inc.	040	Registered	T99/08862G 8/18/99	T99/08862G 4/30/99	4/30/09
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	Taiwan	Modus Media International, Inc.	035	Registered	88-041552 8/23/99	147092 8/16/01	8/16/11
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	Taiwan	Modus Media International, Inc.	040	Registered	88-041551 8/23/99	141264 4/1/01	3/31/11
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	Taiwan	Modus Media International, Inc.	042	Registered	89023502 4/28/00	146266 7/16/01	7/15/11
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	United States	Modus Media International, Inc.	040	Registered	75/695636 4/30/99	2413647 12/19/00	12/19/10
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	United Kingdom	Modus Media International, Inc.	035, 040	Registered	2208494 9/13/99	2208494 2/1/02	9/13/09
MODUS MEDIA INTERNATIONAL (AND 2-LINE DESIGN)	USA	Modus Media International, Inc.	035	Registered	75/695634 4/30/99	2401568 11/7/00	11/7/10
MODUS MEDIA INTERNATIONAL (AND 3-LINE DESIGN)	USA	Modus Media International, Inc.	040	Registered	75/695635 4/30/99	2399426 10/31/00	10/31/10
MODUS MEDIA INTERNATIONAL (AND 3-LINE DESIGN)	USA	Modus Media International, Inc.	035	Registered	75/695633 4/30/99	2401567 11/7/00	11/7/10

Schedule A

Trademark Security Agreement

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TRADEMARK
REEL: 002648 FRAME: 0499

Schedule B
to
Trademark Security Agreement

License Agreements

1. Turnkey Agreement for Production of Adobe Program Packages between Adobe Systems Incorporated and Modus Media International, Inc., dated December 5, 2002
2. Response Management and Fulfillment Agreement between Modus Media International, Inc. and Corel Corporation, dated July 12, 2002
3. Amended and Restated Global Response Management and Fulfillment Agreement between Modus Media International, Inc. and Handspring, Inc., dated October 1, 2001
4. Base Agreement #4701RL1563 between Modus Media International, Inc. and IBM, dated July 1, 2002
5. Technical Services Agreement between Modus Media International, Inc. and IBM, dated December 15, 1999
6. Master Agreement between Modus Media International, Inc. and Intuit Inc., dated November 11, 2000
7. Replication Agreement between Modus Media International and Microsoft Licensing, Inc., dated February 1, 2001, as amended October 31, 2001
8. Microsoft Manufacturing and Supply and Service Agreement between Microsoft Corporation and Modus Media International, Inc., dated July 1, 2001 as amended June 28, 2002 and August 1, 2002
9. Manufacturing & Fulfillment Agreement between Modus Media International, Inc. and Microsoft Corporation, dated January 1, 1998, as amended October 1, 1999
10. Response Management and Fulfillment Agreement between Modus Media International, Inc. and Network Associates, Inc., dated April 1, 2002
11. Content Management Agreement between Modus Media International, Inc. and Roxio, Inc., dated February 1, 2002
12. Order Fulfillment Services Agreement between Modus Media International, Inc. and SanDisk Corporation, dated November 6, 2002
13. Comprehensive-CD Disc License Agreement between U.S. Philips Corporation and MMI, effective July 1, 1999
14. Master Services Agreement between Open Channel Solutions and Modus Media International, Inc., dated November 6, 2001
15. License Agreement between Modus Media International, Inc. and Sasatoku Printing Co., Ltd., dated December 28, 1998

Schedule B

Trademark Security Agreement

LAI 477526v2

RECORDED: 01/10/2003

TRADEMARK
REEL: 002648 FRAME: 0500