

02-19-2003

Form PTO-1594
(Rev. 10/02)

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

OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

2-1803

Smith, Bucklin & Associates, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal

Address: 135 South LaSalle Street

Street Address: Suite 425

City: Chicago State: IL Zip: 60603

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See attached Attachment A

Additional number(s) attached Yes No 1857386

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

Name: Larry Brenman

Internal Address: _____

Street Address: 200 N. LaSalle Street

Suite 2100

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Larry Brenman

Name of Person Signing

Larry Brenman
Signature

1/22/03

Date

Total number of pages including cover sheet, attachments, and document: 16

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

02/14/2003 TBIAZ1 00000021 1857386

01 FC:0521
02 FC:0522

40.00 00
150.00 00

TRADEMARK
REEL: 002673 FRAME: 0306

ATTACHMENT A

Marks

1. EuroChannel - Reg .No. 1,857,386
2. CyberChannels - Reg. No. 2,078,559
3. EC Portfolio - Reg. No. 2,010,743
4. Prepared for the Possibilities - Reg. No. 2,588,628
5. Neology Information Design - Reg. No. 2,357,909
6. Meeting the Future of Europe's Microcomputer Channels - Reg. No. 1,860,545
7. Forging Customer and Channel Strategies – Reg. No. 1,940,816

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 16th day of August, 2002 by Smith, Bucklin & Associates, Inc., an Illinois corporation (the "Company"), API Publishing Services, L.L.C. ("Publishing"), Courtesy Associates, Inc. ("Courtesy"), API Promotional Products, L.L.C. ("Promotional"), Smith Bucklin & Associates International, Ltd. ("International"), Courtesy Travel Service, Inc. ("Travel") and Smith, Bucklin & Associates, L.L.C. ("SBA LLC") (collectively, the Company, Publishing, Courtesy, Promotional, International, Travel and SBA LLC are referred to as the "Borrowers" and individually as a "Borrower") in favor of LaSalle Bank National Association, with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("Lender"):

WITNESSETH

WHEREAS, Borrowers and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by Borrowers to Lender of a security interest in certain of Borrowers' assets, including, without limitation, its copyrights, trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in such Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the

foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all of its now owned or existing and hereafter acquired or arising copyrights, whether or not the underlying works of authorship have been published, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the copyright listed on Schedule B attached hereto and made a part hereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Copyrights**"); license agreements with any other Person, whether the Borrower is a licensor or a licensee; all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks and the Copyrights.

3. Warranties and Representations. Each Borrower warrants and represents to Lender that:

(i) no Trademark or Copyright has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark or Copyright been cancelled, in whole or in part and each such Trademark and Copyright is presently subsisting;

(ii) the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark and Copyright set forth on Schedule A and Schedule B, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by the Company not to sue third persons;

(iii) it has no notice of any suits or actions commenced or threatened with reference to any Trademark or Copyright; and

(iv) it has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrowers agree that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrowers shall not, without the prior written consent of Lender, sell, assign or license their interest in any Trademark or Copyright or enter into any other agreement with respect to any Trademark or Copyright which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrowers represent and warrant that, based on a diligent investigation by Borrowers, the Trademarks listed on Schedule A and the Copyrights listed on Schedule B constitute all of the federally registered Trademarks, federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), registered or unregistered Copyrights, and applications for registration of Copyrights now owned by any Borrower. If,

before the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, any Borrower shall (i) become aware of any existing Trademarks or Copyrights of which Borrowers have not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks or Copyrights, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrowers shall give to Lender prompt written notice thereof. Borrowers hereby authorize Lender to modify this Security Agreement by amending Schedule A and Schedule B to include any such Trademarks or Copyrights.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Financing Agreements. Borrowers agree that upon the occurrence of an Event of Default, the use by Lender of all Trademarks and Copyrights shall be worldwide and without any liability for royalties or other related charges from Lender to Borrowers.

7. Product Quality. Borrowers agree to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrowers agree that Lender, or a conservator or receiver appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator or receiver, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrowers. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or Copyrights or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks or Copyrights shall be borne by and paid by Borrowers and until paid shall constitute Obligations.

10. Duties of Borrowers. Borrowers shall have the duty (i) to file and prosecute diligently any trademark or copyright applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks and the Copyrights and (iii) to ensure that the Trademarks and the Copyrights are and remain enforceable. Notwithstanding the foregoing to the contrary, Borrowers shall not be obligated to perform the duties set forth in the foregoing clauses (i) through (iii) if Borrowers determine in their reasonable discretion, in consultation with Lender, that such duties are not practical and/or that the applicable Trademarks, Copyrights or applications are not of material benefit or do not have

material value to the Borrowers. Any expenses incurred under this Section 10 shall be borne by Borrowers.

11. Lender's Right to Sue. After the occurrence of an Event of Default and the continuance thereof, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Copyrights and, if Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrowers and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security 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 thereof, 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 Security Agreement in any jurisdiction.

14. Modification. This Security 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.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks and Copyrights, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power, subject to any applicable limitations or restrictions on Borrower's rights in the Trademarks and Copyrights, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks and Copyrights or (ii) take any other actions with respect to the Trademarks and Copyrights as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks and Copyrights to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Copyrights to anyone. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Borrowers acknowledge and agree that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in

addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrowers and their respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Each Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrowers contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Signatures begin on the next page]

IN WITNESS WHEREOF, Borrowers have duly executed this Security Agreement as of the date first written above.

BORROWERS:

Smith, Bucklin & Associates, Inc.

By: John S. Svoboda
Name: John Svoboda
Title: President

API Publishing Services, L.L.C.

By: Smith, Bucklin & Associates, Inc.,
its manager

By: John S. Svoboda
Name: John Svoboda
Title: President

Courtesy Associates, Inc.

By: John S. Svoboda
Name: John Svoboda
Title: President

API Promotional Products, L.L.C.

By: Smith, Bucklin & Associates, Inc.,
its manager

By: John S. Svoboda
Name: John Svoboda
Title: President

Smith Bucklin & Associates International, Ltd.

By: John S. Svoboda
Name: John Svoboda
Title: President

Courtesy Travel Service, Inc.

By: John A. Polak
Name: John Svoboda
Title: President

Smith, Bucklin & Associates, L.L.C.

By: Smith, Bucklin & Associates, Inc.,
its manager

By: John A. Polak
Name: John Svoboda
Title: President

Agreed and Accepted
As of the Date First Written Above

**LASALLE BANK NATIONAL
ASSOCIATION**

By: Carole J. [Signature]
Its: Loan Officer

SCHEDULE A

Marks

1. EuroChannels Reg. No. 1,857,386
2. CyberChannels Reg. No. 2,078,559
3. EC Portfolio Reg. No. 2,010,743
4. Prepared for the Possibilities Reg. No. 2,588,628
5. Neology Information Design Reg. No. 2,357,909
6. Meeting the Future of Europe's Microcomputer Channels Reg. No. 1,860,545
7. Forging Customer and Channel Strategies Reg. No. 1,940,816

SCHEDULE B

Copyrights

The Complete Guide to Nonprofit Management

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 16th day of August, 2002, by John Svoboda, a President of **Smith, Bucklin & Associates, Inc.**, an Illinois corporation, on behalf of such corporation.

Cynthia Tongsy

Notary Public



Cook County, IL

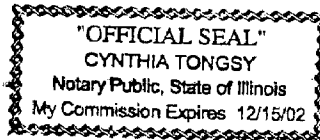
My commission expires: 12/15/02

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 16th day of August, 2002, by John Svoboda, a President of **Smith, Bucklin & Associates, Inc.**, which is the manager of **API Publishing Services, L.L.C.**, a Delaware limited liability company, on behalf of such company.

Cynthia Tongsy

Notary Public



Cook County, IL

My commission expires: 12/15/02

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

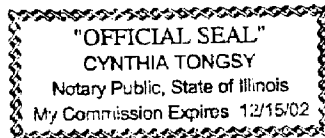
The foregoing Trademark Security Agreement was acknowledged before me this 16th day of August, 2002, by John Svoboda, a President of **Courtesy Associates, Inc.**, an Illinois corporation, on behalf of such corporation.

Cynthia Tongsy

Notary Public

Cook County, IL

My commission expires: 12/15/02



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 16th day of August, 2002, by John Svoboda, a President of **Smith, Bucklin & Associates, Inc.**, which is the manager of **API Promotional Products, L.L.C.**, a Delaware limited liability company, on behalf of such company.

Cynthia Tongsy

Notary Public

Cook County, IL

My commission expires: 12/15/02



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

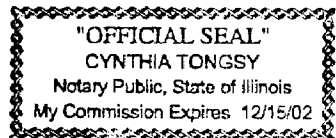
The foregoing Trademark Security Agreement was acknowledged before me this 16th day of August, 2002, by John Svoboda, a President of **Smith Bucklin & Associates International, Ltd.**, a Washington D.C. corporation, on behalf of such corporation.

Cynthia Tongsy

Notary Public

Cook County, IL

My commission expires: 12/15/02



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

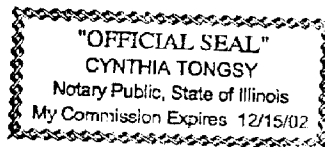
The foregoing Trademark Security Agreement was acknowledged before me this 16th day of August, 2002, by John Svoboda, a President of **Courtesy Travel Service, Inc.**, a Washington, D.C. corporation, on behalf of such corporation.

Cynthia Tongsy

Notary Public

COOK County, IL

My commission expires: 12/15/02



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

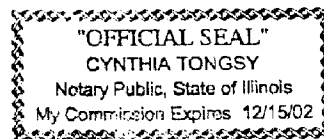
The foregoing Trademark Security Agreement was acknowledged before me this 16th day of August, 2002, by John Svoboda, a President of **Smith, Bucklin & Associates, Inc.**, which is the manager of **Smith, Bucklin & Associates, L.L.C.**, a Delaware limited liability company, on behalf of such company.

Cynthia Tongsy

Notary Public

COOK County, IL

My commission expires: 12/15/02



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 16th day of August, 2002, by Carla Steyaert, a Loan Officer of **LaSalle Bank National Association**, a national banking association, on behalf of such entity.

Idella McCoy

Notary Public

_____ County, _____

My commission expires: 8-13-02

