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

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

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):
ATWOOD PUBLISHING, LLC
2.21.03

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other Limited Liability Company-Delaware

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

2. Name and address of receiving party(ies)
Name: The Bank of NewYork, as Administrative Agent
Internal Address:_____
Street Address: One Wall Street
City:New York State: New York Zip:10286

- ☐ Individual(s) citizenship_____
- ☐ Association_____
- ☐ General Partnership_____
- ☐ Limited Partnership Delaware_____
- ☐ Corporation-State_____
- ☒ Other New York Banking Corporation

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
- ☒ OtherNotice of Grant of Security Interest in Trademarks

Execution Date:_February 14, 2003_____

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

A. Trademark Application No.(s) 76/380,763

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: SHARON ELWIN, LEGAL ASSISTANT
Internal Address: BRYAN CAVE LLP
Street Address: 245 PARK AVENUE, 28TH FLOOR
City: New York State: New York Zip: 10167

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....$__40.00_____

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:
02-4467 to be charged in the event of a deficiency

(Attach duplicate copy of this page if paying by deposit account)

02/27/2003 DBYRNE 00000164 76380763
01 FC:8521 40.00 OP

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.

Sharon Elwin — Name of Person Signing
Sharon Elwin — Signature
2/20/03 — Date

Total number of pages including cover sheet, attachments, and document: 3

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

NOTICE OF GRANT OF SECURITY INTEREST

IN TRADEMARKS

February 14, 2003

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement, dated as of October 9, 1997 (as heretofore amended and as the same may hereafter be amended, modified, extended or restated from time to time, the "Security Agreement") by and among **ATWOOD PUBLISHING, LLC**, a Delaware limited liability company (the "Debtor"), the other SA Credit Parties party thereto (as defined therein) and **THE BANK OF NEW YORK**, as Administrative Agent (the "Administrative Agent") for the lenders referenced therein (the "Lenders"), the Debtor has granted a continuing security interest in and continuing lien upon (i) the trademarks, service marks and related registrations and applications (the "Trademarks") shown on Schedule A, attached hereto and incorporated herein by reference, to the Administrative Agent for the ratable benefit of the Lenders, together with (ii) the goodwill and assets of the business symbolized by such Trademarks and (iii) all actions for infringement concerning the foregoing including the right to sue for and to recover and retain all damages and profits arising from past infringement.

The Debtor and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the Trademarks and Trademark applications set forth on Schedule A (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark applications.

Very truly yours,

ATWOOD PUBLISHING, LLC

By: _____
Name: Brian A. Meyer
Title: Vice President and Secretary

Acknowledged and Accepted:

THE BANK OF NEW YORK, as Administrative Agent

By: _____
Name: Michael E. Marks
Title: Assistant Vice President

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SCHEDULE A

U.S. Trademarks (pending)

Mark	Serial No.	Filing Date
Pro AV	76/380,763	3/8/2002