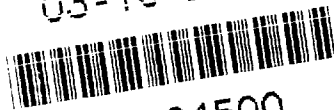


03-10-2003



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SHEET  
JLY

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

25

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

1. Name of conveying party(ies): **KRAUSE PUBLICATIONS, INC.**

10-3002

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State (WI)  
☐ 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: July 31, 2002

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- ☐ 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) **See Attached Continuation of Item 4**

B. Trademark Registration No.(s) **See Attached Continuation of Item 4**

2540012

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jason A. Cohen, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: \_\_\_\_\_

107

7. Total fee (37 CFR 3.41): \_\_\_\_\_ \$ 2,690.00  
☐ Enclosed  
☒ Authorized to be charged to credit card

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Jason A. Cohen, Esq.  
Name of Person Signing

[Signature]  
Signature

10/24/02  
Date

11/07/2002 LNUELLER 00000030 2540012

01 FC:0021  
02 FC:0522

40.00 DP  
2650.00 DP

Total number of pages including cover sheet, attachments, and documents: 9

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

TRADEMARK  
REEL: 002682 FRAME: 0277

**CONTINUATION OF ITEM NUMBER 4 FROM RECORDATION COVER SHEET**

<b>REG. NUMBER</b>	<b>REG. NUMBER</b>	<b>REG. NUMBER</b>	<b>APP. NUMBER</b>
2,540,012	2,412,162	2,418,907	76/196,656
2,490,695	1,792,998	2,412,161	76/196,657
687,250	2,076,544	1,697,612	76/207,966
1,744,508	2,205,053	2,153,489	76/241,292
1,748,434	1,931,326	2,208,589	76/207,876
1,965,203	1,446,020	2,133,193	75/770,754
2,410,330	1,916,420	2,412,160	76/308,481
2,354,872	2,412,150	2,002,965	76/266,219
2,415,436	2,420,908	2,517,274	76/184,780
1,916,406	2,071,054	2,002,962	78/094,556
2,415,435	2,430,983	2,004,207	75/470,448
2,484,531	2,420,907	2,410,335	76/234,161
1,246,078	2,510,317	2,357,610	76/107,881
2,481,449	2,334,703	2,287,402	76/227,827
2,412,163	1,708,074	2,417,186	76/220,419
2,413,802	2,499,644	1,261,718	76/268,667
2,410,329	2,482,336	2,420,911	76/269,089
2,410,328	1,928,301	2,299,611	76/129,960
2,507,066	2,565,044		76/226,836
2,388,914	641,564		76/263,454
2,388,913	2,190,531		76/277,790
2,410,325	2,522,021		75/444,519
2,410,327	1,966,407		76/331,124
2,410,326	2,413,797		76/268,738
2,277,491	2,104,635		78/094,154
1,812,098	2,412,154		76/227,573
2,219,850	2,410,333		76/139,508
1,325,179	2,443,916		
1,785,033	2,131,629		
2,473,017	1,821,277		
1,763,850	2,576,870		

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of July 31, 2002 is made by KRAUSE PUBLICATIONS, INC., a Wisconsin corporation (the "Obligor"), in favor of JPMORGAN CHASE BANK, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of July 31, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among F&W Publications, Inc. (the "Borrower"), F&W Acquisition, Inc., a Delaware corporation ("Holdings"), the Lenders, the Administrative Agent, Fleet National Bank, as Documentation Agent, and JPMorgan Chase Bank, as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor, the Borrower, Holdings and certain other subsidiaries have executed and delivered a Guarantee and Collateral Agreement, dated as of July 31, 2002, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

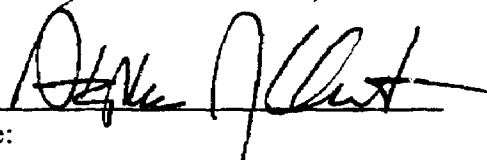
SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KRAUSE PUBLICATIONS, INC.

By:   
Name:  
Title:

JPMORGAN CHASE BANK,  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KRAUSE PUBLICATIONS, INC.

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK,  
as Administrative Agent for the Lenders

By:   
Name: Joan M. Fitzgibbon  
Title: Managing Director

# SCHEDULE A

## U.S. Trademark Registrations and Applications

<b>Publication</b>	<b>Serial / Registration #</b>
Antique & Collectables & Design	SN #76-196,656
Antique Gazette & Design	SN #76-196,657
Antique Journal for California & Nevada & Design	SN #76-207,965 REG #2,540,012
Antique Journal for the Northwest (Stylized)	SN #76-207,966
Antique Review & Quail Design	SN #76-137,068 REG #2,490,695
Antique Trader (word mark)	SN #76-241,292
Antique Trader (Stylized)	SN #72-043,522 REG #687,250
(The) Antique Trader Antiques and Collectibles Price Guide	SN #74-265,140 REG #1,744,508
(The) Antique Trader Weekly	SN #74-265,450 REG #1,748,434
(The) Antique Trader's Collector Magazine & Price Guide	SN #74-594,513 REG #1,965,203
Arts & Crafts & Design	SN #75-770,774 REG #2,410,330
Atlantique City	SN #75-612,162 REG #2,354,872
Auction Times for the West (stylized)	SN #76-207,876
Bank Note Reporter & Design	SN #75-770,770 REG #2,415,436
Big Reel	SN #74-570,798 REG #1,916,406
Blade The World's #1 Knife Publication (stylized)	SN #75-770,766 REG #2,415,435
Blade (The World's #1 Knife Publication) Ribbon & Design	SN #75-862,398 REG #2,484,531
(The) Blade Magazine (for magazine on knives)	SN #73-382,028 REG #1,246,078
Blade Magazine Presents... & Design	SN #75-770,765 REG #2,481,449
Blade Show & International Cutlery Fair	SN #75-771994 REG #2,412,163
Blade Show West & Design	SN #75-771995 REG #2,413,802
Blade Trade & Cutlery Retailer & Design	SN #75-770,763 REG #2,410,329
Card Trade & Design	SN #75-770,760 REG #2,410,328
Cartridges of the World	SN #76-219,708 REG #2,507,066
Certified Card Price Guide & Design	SN #75-771,993 REG #2,388,914
Chicago Paper Money Expo (CPMX) & Design	SN #75-770,754
Christmas Craft Preview & Design	SN #75-770,759 REG #2,388,913
CNA	SN #75-770,751 REG #2,410,325
Coin of the Year (COTY) & Design	SN #76-308,481
Coin Prices & Design	SN #75-770,757 REG #2,410,327
Coins Magazine & Design	SN #75-770,756 REG #2,410,326
Collectit.net	SN #75-447,454 REG: 2,277,491
Collector's mart	SN #74-329,166 REG #1,812,098
Collector's Supermall	SN #74-692,082 REG #2,219,850
Comics Buyer's Guide & Design	SN #73-417,737 REG #1,325,179
Comics Retailer & Design	SN #74-317,400 REG #1,785,033
Comics & Games Retailer & Design	SN #76-266,219
Cotton & Quail Antique Trail (Word Mark)	SN #75-861,735 REG #2,473,017
Craft Supply & Design (old design)	SN #74-290,322 REG #1,763,850
Craft Supply Magazine & Design	SN #75-771,992 REG #2,412,162
Create!	SN #76-184,780
Cutlery Hall of Fame	SN # 76-268,745 (Old SN # 74-304,749) REG #1,792,998
Cutlery Retailer	SN #74-545,473 REG #2,076,544
DBI Books & Design	SN #78-094,556
Deer & Deer Hunting & Design	SN #75-278,667 REG #2,205,053
Deer Hunters' Almanac	SN #75-470,448
DISCoveries (stylized)	SN #74-584,706 REG #1,931,326

<b>Publication</b>	<b>Serial / Registration #</b>
Eagle Design	SN #73-621,520 REG #1,446,020
Fantasy Sports Trade Conference & Design	SN #76-234,161
Fighting Knives	SN #74-585,511 REG #1,916,420
Frame Building News & Design	SN #75-770,750 REG #2,412,150
Goldmine	SN #76-107,881
Great American Crafts & Design	SN #75-770,923 REG #2,420,908
Gun Digest	SN #74-687,729 REG #2,071,054
Gun List & Design	SN #75-770,921 REG #2,430,983
Gun-Knife Show Calendar & Design	SN #75-770,922 REG #2,420,907
Guns Illustrated	SN #76-219,564 REG #2,510,317
Handloader's Digest	SN #76-227,827
International Gift & Collectible Exposition (ICE) (word mark)	SN #75-539,217 REG: #2,334,703
International Collectible Exposition Design (Children Under Rainbow)	SN #74-128,344 REG: #1,708,074
Hawaii Trade Conference & Design (Old logo was Kit Young Hawaii Trade Conference & Design)	NEW SN #76-220,419
Knife of the Year	SN #75-682,391 REG #2,499,644
KP Logo (lower case "kp" only)	SN #76-268,667
KP Logo in Circle with "since 1952" below	SN #76-269,089
Krause Publications	SN #76-129,960
MidAmerica Coin Expo (MACC) (word mark)	SN #76-117,064 REG #2,482,336
Military Trader	SN #74-559,786 REG #1,928,301
Military Vehicles Magazine & Design	SN #76-074,224 REG #2,565,044
Minkus (Word Mark)	(Old SN #247,044 Old REG #837,965) NEW SN #76-226,836
Minkus & Globe Design	(Old SN #652,424 Old REG #628,285) NEW SN #76-263,454
Numismatic News / KP, Inc.	SN #72-009,274 REG #641,564
Numismatic News (word mark)	SN #75-271,323 REG #2,190,531
Old Cars (stylized)	SN #76-068,717 REG #2,522,021
Postcard Collector	SN #74-598,919 REG #1,966,407
ProCrafter (Stylized)	SN # 76-277,790
Rural Builder & Design	SN # 75-770,911 REG #2,413,797
SCRYE Magazine: The Guide to Collectible Card Games	SN #75-016,562 REG #2,104,635
Sports Cards & Design	SN #75-770,909 REG #2,412,154
Sports Cards Presents... Fantasy Sports & Design	SN #75-444,519
Sports Collectors Digest Authentic & Design	SN #76-331,124
Stamp Collector & Design	SN #75-770,952 REG #2,410,333
Stamp Wholesaler & Design	SN #75-770,951 REG #2,443,916
Standard Catalog Of...	SN #74-732,983 REG #2,131,620
SuperSeller	SN #76-268,738
Today's Collector the Marketplace for Antiques and Collectibles & Design	SN #74-371,651 REG #1,821,277
Toy Cars & Models & Design (Previously Toy Cars & Vehicles)	SN #76-197,838 REG #2,576,870
Toy Shop & Design	SN #75-771,410 REG #2,418,907
Trade Fax & Design	SN #
Trapper & Predator Caller & Design	SN #75-771,988 REG #2,412,161
Tuff Stuff	SN #74-185,782 REG #1,697,612
Tuff Stuff Classic Shows	SN #78-094,154
Tuff Stuff Magazine Presents Gamer	SN #74-204,651 REG #2,153,489
Tuff Stuff's Fantasy Baseball Guide	SN #75-344,309 REG #2,208,589
Tuff Stuff's Fantasy Football Guide	SN #75-078,595 REG #2,133,193
Turkey & Turkey Hunting & Design	SN #75-771,987 REG #2,412,160
W-H & Design	SN #74-735,575 REG #2,002,965
Wallace-Homestead Horse Design (Horse Weathervane)	SN #76-231,526 REG #2,517,274



<b><u>Publication</u></b>	<b><u>Serial / Registration #</u></b>	
Wallace-Homestead (word mark)	SN #74-735,399	REG #2,002,962
Warman's (word mark)	SN #74-713,555	REG #2,004,207
Warman's (stylized)	SN #76-227,573	
Warman's Today's Collector & Design	SN #75-771,986	REG #2,410,335
Whatzit Day	SN #76-139,508	
Whitetail Business & Design	SN #75-771,408	REG #2,357,610
Whitetail Calendar & Design	SN #75-471,018	REG #2,287,402
Wisconsin Outdoor Journal & Design	SN #75-771,407	REG #2,417,186
Workbasket	SN #73-400,419	REG #1,261,718
World Coin News & Design	SN #75-771,406	REG #2,420,911
Your Guide to Beanbag Collectibles Beans!	SN #75-497,151	REG #2,299,611