

6-19-03

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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): The Hume Group, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 5/29/2003

2. Name and address of receiving party(ies)

Name: Bank One, NA

Internal

Address: 10 S. Dearborn 1 Bank One Plaza

City: Chicago State: IL Zip: 60670

- 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)

B. Trademark Registration No.(s)

1,604,596

Additional number(s) attached? Yes No

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

Name: Angela Washelesky

Internal Address: Sachnoff & Weaver, Ltd.,

Street Address: 30 South Wacker Drive, 29th Floor

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 3.41) \$ 1,065.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

William Doran

Name of Person Signing

Signature

6-18-03

Date

06/24/2003 BBYRNE 00000068 1604596

Total number of pages including cover sheet, attachments, and document: 18

01 FC:8521 02 FC:8522

40.00 UP 1025.00 OP

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

TRADEMARK REEL: 002764 FRAME: 0326

EXHIBIT A TRADEMARKS

TRADEMARK	SERIAL NO.	REGISTRATION NO.	STATUS
ALPINE ADVANTAGE (THE)	73/825,183	1,604,596	REGISTERED
11-PLUS TRADE (THE)	75/260,700	2,174,618	REGISTERED
BARNYARD BONANZA (THE)	73/802,220	1,589,906	REGISTERED
BEEF SANDWICH (THE)	75/260,839	2,171,044	REGISTERED
B-O-M SPREAD(THE)	73/648,927	1,458,337	REGISTERED
BUSINESS MENTOR (THE)	75/038,826	2,177,157	REGISTERED
COPPER COUP (THE)	75/038,827	1,526,797	REGISTERED
COTTON CONNECTION (THE)	73/727,560	1,548,242	REGISTERED
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COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

This COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") dated as of May 29, 2003 (the "**Effective Date**"), is executed by The Hume Group, Inc., an Illinois corporation ("**Pledgor**") in favor of Bank One, NA (f/k/a American National Bank and Trust Company of Chicago) ("**Lender**").

RECITALS

A. Pledgor and its affiliates, Host Financial, Inc. ("**Host**"), AMS Direct, Inc., a Delaware corporation ("**AMS Direct**"), American Marketing Systems, Inc., an Illinois corporation ("**AMS**"), Professional Education Properties, Inc. f/k/a "Professional Education Institute," an Illinois corporation ("**PEP**") and Franklin Covey Coaching LLC, a Delaware limited liability company ("**FCC**" and collectively with Pledgor, AMS, AMS Direct, Host and PEP, the "**Borrowers**") and the Lender have entered into that certain Loan and Security Agreement dated as of September 30, 1998, as amended by that certain First Amendment to Loan Documents dated as of August 24, 2000, by that certain Second Amendment to Loan Documents dated as of August 31, 2001, by that certain Third Amendment to Loan Documents dated as of August 1, 2002 and by that certain Fourth Amendment to Loan Documents dated as of April 1, 2003 (the "**Fourth Amendment**") (as amended hereby and as further amended, modified, restated or extended from time to time, the "**Loan Agreement**"). All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Loan Agreement, the applicable provisions of which are incorporated herein by this reference.

B. The Fourth Amendment requires Pledgor to pledge to the Lender, and grant to the Lender a security interest in, the Pledged Collateral (as defined herein) in order to secure the payment and performance by the Borrowers of the Obligations.

CLAUSES

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Security Interests.** To secure the complete and timely payment, performance and observance of the Obligations, Pledgor, hereby grants to the Lender a continuing first priority and perfected security interest in all of the following property of Pledgor (collectively, the "**Pledged Collateral**"), whether now owned or existing or hereafter acquired:

(a) Trademarks, service marks, assumed or fictitious trade names, trade styles, 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 in connection therewith, including, without limitation, those registered marks and applications listed on **Exhibit A** attached hereto; and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due 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, (iii) all goodwill of Pledgor's business symbolized by the foregoing and connected therewith and (iv) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (a) are collectively referred to as the "**Trademarks**");

(b) 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 registered copyrights and applications listed on **Exhibit B** attached hereto; and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due 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, (iii) all goodwill of Pledgor's business symbolized by the foregoing and connected therewith and (iv) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (b) are collectively referred to as the "**Copyrights**");

(c) Rights under and interests in all trademark license agreements, service mark license agreements and patent license agreements with any other party, whether Pledgor is a licensee or licensor under any such license agreement, but excluding any license agreement if (and solely to the extent and for so long as) such license agreement expressly prohibits the Pledgor from granting any Lien thereon (all of the foregoing in this subsection (c) are collectively referred to as the "**Licenses**").

2. Warranties and Representations. Pledgor represents and warrants to the Lender that:

(a) None of the Pledged Collateral has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Pledged Collateral been cancelled in whole or in part and each such Trademark, Copyright and License is presently subsisting, and none of the Licenses are material to Pledgor's business;

(b) does not own any patents or patent applications ("**Patents**");

(b) Pledgor is the sole and exclusive owners of the entire and unencumbered right, title and interest in and to the Pledged Collateral, free and clear of any Liens, charges and encumbrances, including without limitation, shop rights and covenants by a Pledgor not to sue third persons;

(c) Pledgor has no notice of any suits or actions commenced or, to the Pledgor's knowledge, threatened with reference to the Pledged Collateral; and

(d) Pledgor has the unqualified right to execute and deliver this Security Agreement and perform in accordance with its terms.

3. Restrictions on Future Agreements. Until the Obligations are paid in full and the Loan Documents have been terminated, the Pledgor will not, without the prior written consent of the Lender, sell, assign or license their interest in the Pledged Collateral or enter into any other agreement with respect to the Pledged Collateral which would affect the validity or enforcement of the rights transferred to the Lender under this Security Agreement.

4. New Trademarks, Copyrights, Patents and Licenses. Pledgor hereby represents and warrants to the Lender that, based on a diligent investigation by the Pledgor, the Trademarks listed on **Exhibit A** and the Copyrights listed on **Exhibit B** constitute all of the registered Trademarks and registered Copyrights, and applications therefore, now owned by any Pledgor. If, before the Obligations are paid in full or before the Loan Documents have been terminated, Pledgor (a) becomes aware of any existing Trademark, Copyright, Patent or License

of which Pledgor has not previously informed the Lender or (b) becomes entitled to the benefit of any Trademark, Copyright, Patent or License which benefit is not in existence on the date hereof, then the provisions of this Security Agreement will automatically apply thereto and Pledgor will give to Lender prompt written notice thereof. Pledgor hereby authorizes the Lender to modify this Security Agreement by amending the Exhibits hereto to include any such Trademark, Copyright, Patent or License and to file a duplicate original of this Security Agreement containing the amended Exhibits.

5. **Term.** The term of this Security Agreement will extend until the Obligations are indefeasibly paid in full and the Loan Documents have been terminated. Upon the occurrence and during the continuation of a Default Event, the use by the Lender of the Pledged Collateral will be worldwide and without any liability for royalties or other related charges from the Lender to Pledgor.

6. **Product Quality.** Pledgor will maintain the quality of any and all products in connection with which the Pledged Collateral is used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuation of a Default Event, the Lender, or a conservator or receiver appointed by the Lender, will have the right to establish such additional product quality controls as the Lender, conservator or receiver, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products in connection with which the Pledged Collateral is used.

7. **Release of Security Agreement.** This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Loan Documents, the Lender will, at Pledgor's expense, promptly take such actions as may be reasonably necessary to terminate the security interests created hereby and pursuant to the Loan Documents.

8. **Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein will be borne by the Pledgor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the 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 and expenses, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Pledged Collateral or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Collateral will be borne by and paid by the Pledgor and until paid will constitute Obligations.

9. **Duties of Pledgor.** The Pledgor will (a) diligently file and prosecute all pending applications relating to the Pledged Collateral, (b) preserve and maintain all of their rights in the Pledged Collateral and (c) ensure that the Pledged Collateral is and remains enforceable. Notwithstanding the foregoing, the Pledgor will not be obligated to perform the duties set forth in the foregoing subsections (a) through (c) of this Section 9 if the Pledgor determines in its reasonable discretion, in consultation with the Lender, that such duties are not practical and that the applicable Pledged Collateral is not of material benefit or does not have material value to the Pledgor. Any expenses incurred under this Section 9 will be borne by the Pledgor.

10. **Lender's Right to Sue.** After the occurrence of a Default Event and during the continuance thereof, the Lender will have the right, but will in no way be obligated, to bring suit in its own name to enforce the Pledged Collateral and, if the Lender commences any such suit, the Pledgor will, at the request of the Lender, do any and all lawful acts and execute any and all

proper documents required by the Lender in aid of such enforcement and the Pledgor will promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred in the exercise of its rights under this Section 10, including, without limitation, reasonable attorney's fees and expenses, accounting fees and expenses and court costs.

11. Waivers. No course of dealing between the Pledgor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Documents will operate as a waiver thereof; nor will 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.

12. Modification. No amendment, modification, termination, discharge or waiver of any provision of this Security Agreement or consent to any departure by the Pledgor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only for the specific purpose for which given.

13. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of the Lender's rights and remedies with respect to the Pledged Collateral whether established hereby, by the Loan Documents, by any other agreements or by law, will be cumulative and may be exercised singularly or concurrently. Pledgor hereby irrevocably designates, constitutes and appoints the Lender (and authorizes the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select in its sole discretion) as the Pledgor's true and lawful attorney-in-fact with power, upon the occurrence and during the continuance of a Default Event: (a) endorse the Pledgor's names on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Pledged Collateral; (b) take any other actions or execute any document or agreement with respect to the Pledged Collateral as the Lender deems to be in its best interests; (c) grant or issue any exclusive or non-exclusive license under the Pledged Collateral to anyone; or (d) assign, pledge, convey or otherwise transfer title in or dispose of any Pledged Collateral. The Pledgor hereby ratifies all that such attorney will lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and will be irrevocable until the Obligations have been indefeasibly paid in full and the Loan Documents have been terminated. The Pledgor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. The Lender will have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Documents, 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, from time to time.

14. Binding Effect; Benefits. This Security Agreement will become effective upon execution by the Pledgor and the Lender. If this Security Agreement is not dated or contains any blanks when executed by the Pledgor, the Lender is hereby authorized, without notice to the Pledgor, to date this Security Agreement as of the date when it was executed by the Pledgor, and to complete any such blanks according to the terms upon which this Security Agreement is executed. This Security Agreement will be binding upon the Pledgor and its respective successors and assigns, and will inure to the benefit of the Lender, their successors, nominees and assigns.

15. Enforceability. Wherever possible, each provision of this Security Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by, unenforceable or invalid under any

jurisdiction, such provision will, as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Security Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

16. Survival. All covenants, agreements, representations and warranties made by the Pledgor herein will, notwithstanding any investigation by the Lender, be deemed material and relied upon by the Lender and shall survive the making and execution of this Security Agreement and the Loan Documents and the issuance of the Notes, and shall be deemed to be continuing representations and warranties until such time as the Pledgor has fulfilled all of its Obligations to the Lender, and the Lender has been paid in full. The Lender, in extending financial accommodations to the Pledgor, are expressly acting and relying on the aforesaid representations and warranties.

17. Governing Law. This Security Agreement will be delivered and accepted in and will be deemed to be a contract made under and governed by the internal laws of the State of Illinois (but giving effect to federal laws applicable to national banks), and for all purposes will be construed in accordance with the laws of such State, without giving effect to the choice of law provisions of such State.

18. WAIVER OF JURY TRIAL. THE LENDER AND THE PLEDGOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT, THE PLEDGED COLLATERAL, OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS SECURITY AGREEMENT, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE LENDER AND THE PLEDGOR ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO THE PLEDGOR.

19. LITIGATION. TO INDUCE THE LENDER TO ENTER INTO THE FOURTH AMENDMENT AND GRANT THE FINANCIAL ACCOMMODATIONS CONTEMPLATED THEREBY, THE PLEDGOR IRREVOCABLY AGREES THAT ALL ACTIONS ARISING, DIRECTLY OR INDIRECTLY, AS A RESULT OR CONSEQUENCE OF THIS SECURITY AGREEMENT, ANY OTHER AGREEMENT WITH THE LENDER OR THE PLEDGED COLLATERAL, SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING THEIR SITUS IN THE CITY OF CHICAGO, ILLINOIS. PLEDGOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT HAVING ITS SITUS IN SAID CITY, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS. PLEDGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO THE PLEDGOR TO THE ADDRESS SET FORTH IN THE LOAN AGREEMENT, IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE.

20. Headings. Section headings used herein are for convenience only and will not modify the provisions which they precede.


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

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

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

LENDER:

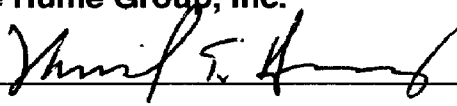
Bank One, NA

By: 

Its: Commercial Banking Officer

PLEDGOR:

The Hume Group, Inc.

By: 

Title: PRESIDENT

EXHIBIT A
TRADEMARKS

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EXHIBIT B
COPYRIGHTS

EXHIBIT B COPYRIGHTS

Title	Registration No.	Registration Date	Publication Date	Supplemental Registration No.
The 11 Plus Trade	TX 1-787-466	3/17/1986	1/8/1986	
The Alpine Advantage	TX 2-654-379	10/2/1989	9/7/1989	
The B-O-M Spread	TX 2-161-248	9/29/1987	12/3/1986	
The Barnyard Bonanza	TX 2-566-489	5/8/1989	4/1/1989	
The Beef Sandwich	TX 1-869-881	7/18/1986	5/29/1986	
The Copper Coup	TX 2-161-249	9/29/1987	5/1/1987	
The Cotton Connection	TX 2-556-486	5/8/1989	5/1/1988	
The G-5 Trade	TX 1-787-468	3/17/1986	2/5/1986	
The Gold Mine Maneuver	TX 2-611-938	7/30/1989	6/16/1989	
The GSR Trade	TX 1-787-470	3/17/1986	10/7/1985	
The Ham Sandwich	TX 2-161-250	9/29/1987	2/4/1987	
The High Energy Edge	TX 2-881-456	8/30/1990	8/21/1990	
The Hot Coffee Caper	TX 2 886 363	5/24/1990	4/25/1990	
The Insured GSR Trade	TX 2-423-963	10/17/1988	1/4/1988	
The Insured Swissie	TX 1-867-104	7/18/1986	6/27/1986	
The Multi-Mark Maneuver	TX 2-647-717	5/8/1989	2/1/1988	
The Option NOB	TX 2-556-488	5/8/1989	2/1/1989	
The Petro Parlay	TX 2 647 716	5/8/1989	6/1/1988	
The QuickSilver Quest	TX 2-556-485	5/8/1989	12/1/1987	
The Right Broker	TX 2-161-220	9/29/1987	9/20/1986	
The S/A Cereal Trade	TX 1-787-469	3/17/1986	3/18/1986	
The Silver Butterfly	TX 2-161-251	9/29/1987	3/27/1987	
The Soybean Scorcher	TX 2-747-747	2/2/1990	11/29/1989	
The Soybean Medley	TX 2-556-487	5/8/1989	11/1/1988	
The SuperBean Trade	TX 2-161-253	9/29/1987	1/2/1987	
The Sweet Seasonal	TX 2-030-150	2/20/1987	10/15/1986	
The TED Spread	TX 1-760-007	3/17/1986	6/6/1985	
The Time Tactic	TX 2-161-252	9/29/1987	4/27/1987	
The Total Market Tactic	TX 1-787-467	3/17/1986	11/7/1985	
The Triple T-Bond Trade	TX 1-905-123	9/8/1986	7/24/1986	
The Wild Oats Windfall	TX 2-556-490	5/8/1989	8/1/1988	
The Yen Yoke	TX 2-754-274	2/15/1990	2/2/1990	
Advertising and Promoting	TX 531 913	8/19/1980	11/21/1979	
Bankruptcy and Insolvency	TX 531 905	8/19/1980	3/6/1980	
Cash Flow Budgeting	TX 531 917	8/19/1980	10/1/1979	
Cost Benefit Analysis	TX 531 909	8/19/1980	1/9/1980	
Credit and Receivables	TX 531 915	8/19/1980	10/29/1979	
Financial Statements and Ratio Analysis	TX 531 918	8/19/1980	10/1/1979	
Insurance	TX 531 904	8/19/1980	3/6/1980	
Legal Forms of Business Organization	TX 531 923	8/19/1980	8/20/1979	
Marketing and Planning	TX 531 916	8/19/1980	10/15/1979	
Organizing Yourself and Others	TX 531 920	8/19/1980	9/17/1979	
Other Peoples Help	TX 531 925	8/19/1980	8/6/1979	

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Payables and Dealing with Suppliers	TX 531 914	8/19/1980	10/29/1979	
Personnel Planning and Training	TX 531 919	8/19/1980	9/17/1979	
Planning	TX 531 922	8/19/1980	9/3/1979	
Production Planning and Control	TX 531 910	8/19/1980	12/15/1979	
Purchasing a Company	TX 531 906	8/19/1980	2/7/1980	
Purchasing and Inventory Prices	TX 531 911	8/19/1980	12/15/1979	
Sales Forecasting and Pricing	TX 531 901	8/19/1980	10/15/1979	
Sales Staffing and Management	TX 531 912	8/19/1980	11/21/1979	
Simple Recordkeeping Systems	TX 531 921	8/19/1980	9/3/1979	
Sources of Capital	TX 531 924	8/19/1980	8/20/1979	
Stages of Growth	TX 531 926	8/19/1980	8/6/1979	
Successful Business Management	TX 733 456	4/19/1980	4/1/1980	
Tax Planning	TX 531 903	8/19/1980	4/1/1980	
The Entrepreneur	TX 531 902	8/19/1980	4/1/1980	
Valuing Your Business: Preparing it for Sale	TX 531 907	8/19/1980	2/7/1980	
You, Your Company and the Law	TX 531 908	8/19/1980	1/9/1980	
The New Pritikin Program - Adapting Your Recipes	TX 2-897-140	6/14/1990	6/11/1990	
The New Pritikin Program - Basics About Food	TX 2-562-224	5/2/1989	3/28/1989	
The New Pritikin Program - Coming to Terms With Stress	TX 2-585-561	6/13/1989	5/26/1989	
The New Pritikin Program - Cooking for One or Two	TX 2-662-040	9/8/1989	8/8/1989	
The New Pritikin Program - Designing A Winning Lifestyle	TX 2-867-380	3/26/1990	3/14/1990	
The New Pritikin Program - Dining Out	TX 2-560-077	5/2/1989	3/28/1989	
The New Pritikin Program - Enjoying The Holidays	TX 2-867-384	3/26/1990	3/14/1990	
The New Pritikin Program - Entertaining With Ease	TX 2-653-186	9/7/1989	6/26/1989	
The New Pritikin Program - Facts About Fat	TX 2-761-987	2/8/1990	11/1/1989	
The New Pritikin Program - Foods In A Flash	TX 2-562-175	5/2/1989	4/27/1989	
The New Pritikin Program - Frequently Asked Questions	TX 2-897-141	6/14/1990	6/11/1990	
The New Pritikin Program - Getting Started With Breakfast	TX 2-562-220	5/2/1989	9/12/1988	
The New Pritikin Program - Going the Distance	TX 2-751-661	2/7/1990	1/26/1990	
The New Pritikin Program - Handbook 2	TX 2-562-217	5/2/1989	10/11/1988	
The New Pritikin Program - Handbook #13	TX 2-867-379	3/26/1990	3/14/1990	
The New Pritikin Program - Handbook #14	TX 2-867-398	5/15/1990	4/25/1990	
The New Pritikin Program - Handbook #15	TX 2-911-484	6/14/1990	6/11/1990	
The New Pritikin Program - Handbook #3	TX 2-562-213	5/2/1989	11/5/1988	
The New Pritikin Program - Handbook #4	TX 2-562-199	5/2/1989	3/28/1989	
The New Pritikin Program - Handbook #5	TX 2-562-198	5/2/1989	4/27/1989	
The New Pritikin Program - Handbook #6	TX 2-585-562	6/13/1989	5/26/1989	
The New Pritikin Program - Handbook #9	TX 2-671-232	10/2/1989	9/27/1989	
The New Pritikin Program - Handbook 1	TX 2-562-223	5/2/1989	9/12/1988	
The New Pritikin Program - Handbook 10	TX 2-761-986	2/8/1990	11/1/1989	
The New Pritikin Program - Handbook 11	TX 2-754-739	2/8/1990	12/26/1989	
The New Pritikin Program - Handbook 12	TX 2-751-663	2/7/1990	1/26/1990	
The New Pritikin Program - Handbook 7	TX 2-653-183	9/7/1989	6/26/1989	
The New Pritikin Program - Handbook 8	TX 2-662-041	9/8/1989	8/8/1989	
The New Pritikin Program - Handling Setbacks	TX 2-671-231	10/2/1989	9/27/1989	
The New Pritikin Program - Healthy Living for the Whole Family	TX 2-761-988	2/8/1990	11/1/1989	
The New Pritikin Program - Healthy Traveling	TX 2-754-741	2/8/1990	12/26/1989	
The New Pritikin Program - How to Stop Smoking	TX 2-754-742	2/8/1990	12/26/1989	
The New Pritikin Program - Hypertension	TX 2-562-174	5/2/1989	4/27/1989	
The New Pritikin Program - Introduction to Exercise	TX 2-562-221	5/2/1989	9/12/1988	
The New Pritikin Program - Introduction to Nutrition	TX 2-562-222	5/2/1989	9/12/1988	

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The New Pritikin Program - Introduction to Weight Control	TX 2-562-216	5/2/1989	10/11/1988	
The New Pritikin Program - Keeping Your Back Fit	TX 2-653-185	9/7/1989	6/26/1989	
The New Pritikin Program - Longevity	TX 2-867-383	3/26/1990	3/14/1990	
The New Pritikin Program - Low-Impact Aerobics	TX 2-761-989	2/8/1990	12/26/1989	
The New Pritikin Program - Managing Diabetes	TX 2-751-662	2/7/1990	1/26/1990	
The New Pritikin Program - Moving on to Lunch	TX 2-562-214	5/2/1989	10/11/1988	
The New Pritikin Program - Myths and Realities of Weight Loss	TX 2-562-180	5/2/1989	4/27/1989	
The New Pritikin Program - Nutritional Advice for Athletes	TX 2-867-391	5/15/1990	4/25/1990	
The New Pritikin Program - Outdoor Cooking	TX 2-868-525	5/15/1990	4/25/1990	
The New Pritikin Program - Permanent Weight Maintenance	TX 2-585-608	6/13/1989	5/26/1989	
The New Pritikin Program - Preventing Aches, Pains, and Injury	TX 2-585-560	6/13/1989	5/26/1989	
The New Pritikin Program - Preventing Cancer	TX 2-671-229	10/2/1989	9/27/1989	
The New Pritikin Program - Preventing Heart Disease	TX 2-562-225	5/2/1989	3/28/1989	
The New Pritikin Program - Pritikin Cooking	TX 2-562-201	5/2/1989	11/5/1988	
The New Pritikin Program - Pritikin Shopping	TX 2-562-212	5/2/1989	11/5/1988	
The New Pritikin Program - Staying On Track	TX 2-824-585	5/15/1990	4/25/1990	
The New Pritikin Program - Strengthening and Flexibility	TX 2-662-039	9/8/1989	8/8/1989	
The New Pritikin Program - Success Over Stress	TX 2-662-038	9/8/1989	8/8/1989	
The New Pritikin Program - The Cholesterol Story	TX 2-653-184	9/7/1989	6/26/1989	
The New Pritikin Program - The Doctor and Self-Care	TX 2-897-139	6/14/1990	6/11/1990	
The New Pritikin Program - The Exchange System	TX 2-562-215	5/2/1989	10/11/1988	
The New Pritikin Program - The Fiber Factor	TX 2-754-740	2/8/1990	12/26/1989	
The New Pritikin Program - The Healthy Gourmet	TX 2-751-660	2/7/1990	1/26/1990	
The New Pritikin Program - Vitamins and Minerals	TX 2-671-230	10/2/1989	9/27/1989	
The New Pritikin Program - What's For Dinner	TX 2-562-200	5/2/1989	11/5/1988	
At Home With Science	TX 2-662-206	10/3/1989	9/21/1989	
Becoming a Skillful Problem-Solver	TX 2-654-384	10/2/1989	8/10/1989	
Becoming An Independent Decision Maker	TX 2-536-671	4/10/1989	3/28/1989	
Building Confidence in Math	TX 2-560-078	4/10/1989	4/18/1989	
Building Responsibility and Independence	TX 2-569-832	4/10/1989	10/17/1988	
Drugs Not Allowed Here	TX 2-536-672	4/10/1989	3/7/1989	
Encouraging The Skills of Good Writing	TX 2-536-665	4/10/1989	11/7/1989	
Exploring Here, There and Everywhere	TX 2-641-379	7/17/1989	7/6/1989	
Feel Successful, Be Successful	TX 2-410-115	9/27/1988	9/2/1988	
From Mother Goose to Judy Blume	TX 2-652-633	9/14/1989	7/30/1989	
Fun With Numbers	TX 2-536-667	4/10/1989	1/3/1989	
Helping With Homework	TX 2-406-113	9/27/1988	9/2/1988	
Learn How To Save And Spend Money Wisely	TX 2-611-262	7/17/1989	7/6/1989	
Learning To Think	TX 2-531-522	4/10/1989	3/7/1989	
Learning With A Computer	TX 2-536-668	4/10/1989	1/24/1989	

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Making History Come Alive	TX 2-531-521	4/10/1989	2/14/1989	
Motivating Your Child To Read	TX 2-536-644	6/30/1989	10/17/1988	TX 2-644-355
Motivating Your Child To Succeed	TX 2-569-831	4/10/1989	1/3/1989	
Nurturing Your Child's Creativity	TX 2-639-383	6/19/1989	5/15/1989	
Positive Discipline	TX 2-531-520	4/10/1989	2/14/1989	
Protecting Your Child's Health and Safety	TX 2-689-850	8/3/1989	7/30/1989	
Reading For Meaning	TX 2-536-670	4/10/1989	3/28/1989	
Sex Education: A Family Affair	TX 2-639-293	6/19/1989	5/15/1989	
Stretching Your Child's Mind	TX 2-536-669	4/10/1989	1/24/1989	
What is TV Teaching Your Child	TX 2-536-666	4/10/1989	11/7/1989	
Working With Your Child's Teacher	TX 2-647-691	6/30/1989	6/1/1989	
Writing for Every Day Success	TX 2-647-692	6/30/1989	6/1/1989	
Your Child and Testing	TX 2-560-079	5/2/1989	4/18/1989	
Financial Planning When Your Time is Limited	TX 2-642-495	5/24/1989	12/1/1988	SF 107-127
Fundamentals of Financial Planning	TX 2-756-003	2/5/1990	10/31/1989	
Home Equity Loans	TX 2-756-002	2/5/1990	12/6/1989	
Investing in Mutual Funds	TX 2-756-011	2/8/1990	10/3/1989	
The 1989 Hume Annual Financial Guide	TX 2-577-631	5/22/1989	12/1/1988	
Hume's Comprehensive Guide to Investment Terms	TX 2-382-482	8/17/1988	9/30/1987	
Hume's Personal Financial Organizer	TX 2-431-534	8/17/1988	9/30/1987	
Planning for Profit	TX 2-300-902	5/26/1988	9/1/1987	TX 2-631-594
Picking Your Best Investments	TX 2-300-903	5/26/1988	9/1/1987	TX 2-631-593
Living Well While Spending Less	TX 2-382-485	8/17/1988	9/30/1987	
Beat the Tax Man	TX 2-403-590	8/17/1988	9/30/1987	TX 2-631-584
The \$1,000 Investor	TX 2-382-486	8/17/1988	10/30/1987	
Profits from Your Personal Residence	TX 2-382-479	8/17/1988	10/30/1987	TX 2-631-600
Picking the Best Mutual Funds	TX 2-403-593	8/17/1988	11/30/1987	
Winning the Inflation Battle	TX 2-382-481	8/17/1988	11/30/1987	TX 2-631-598
How to Win in the Stock Market: The Basics to Help You Play Wall Street Game	TX 2-382-484	8/17/1988	11/30/1987	TX 2-631-596
Low Risk Investing	TX 2-382-483	8/17/1988	11/30/1987	TX 2-631-597
Financial Planning After You Retire	TX 2-390-776	8/18/1988	12/30/1987	TX 2-631-585
When You Invest in Real Estate	TX 2-390-775	8/18/1988	12/30/1987	TX 2-631-586
Managing Your Money When Your Time is Limited	TX 2-390-774	8/18/1988	1/30/1988	TX 2-631-587
Sources of Money	TX 2-390-767	8/18/1988	1/30/1988	
How You Can Find Undervalued Stocks	TX 2-390-773	8/18/1988	2/28/1988	TX 2-631-588
Planning for a Profitable Retirement	TX 2-390-772	8/18/1988	2/28/1988	
Picking Growth Stocks	TX 2-390-771	8/18/1988	2/28/1988	TX 2-631-589
Riding the Financial Roller Coaster	TX 2-390-770	8/18/1988	2/28/1988	TX 2-631-590
Learning to Time the Stock Market	TX 2-390-768	8/18/1988	3/30/1988	TX 2-631-592
Tax-Saving Strategies to Put You Ahead	TX 2-390-769	8/18/1988	3/30/1988	TX 2-631-591
Real Estate Strategies	TX 2-398-696	8/18/1988	4/30/1988	
Stock Market Specialties	TX 2-382-487	8/17/1988	4/30/1988	TX 2-631-595
Investing in Mortgages	TX 2-403-587	8/18/1988	5/30/1988	
Planning Your Estate	TX 2-403-584	8/18/1988	5/30/1988	
Assessing Your Life Insurance Needs	TX 2-403-588	8/18/1988	5/30/1988	
Long-Term Bonds	TX 2-403-591	8/18/1988	5/30/1988	
Exotic Investments	TX 2-382-480	8/18/1988	5/30/1988	TX 2-631-599
Options	TX 2-403-589	8/18/1988	5/30/1988	
Push-Button Investing	TX 2-403-592	8/18/1988	5/30/1988	

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing COPYRIGHT AND TRADEMARK SECURITY AGREEMENT was acknowledged before me this May 29, 2003 by Michael E. Hussey, the President of THE HUME GROUP, INC., an Illinois corporation, on behalf of such corporation.



Brenda L. Rowland
Notary Public

Cook County, Illinois

My commission expires: 7/13/2006

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing COPYRIGHT AND TRADEMARK SECURITY AGREEMENT was acknowledged before me on ~~May~~ 6/19, 2003 by Tim Kramer, the Commercial Banking Officer of BANK ONE, NA, a national banking association, on behalf of such national banking association.

Mark J. Niedzwiedz
Notary Public

COOK County, IL

My commission expires: 3-19-2005

