TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pfingsten Publishing, L.L.C.		03/12/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	Sixth and Marquette
Internal Address:	MAC N9305-072
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2301138	CONTRACTOR TOOLS AND SUPPLIES
Registration Number:	2380416	PUBLISHING CONCEPTS
Registration Number:	2086654	USA GETAWAY GUIDE
Registration Number:	2094312	MRO TODAY
Registration Number:	2094311	PROGRESSIVE MRO DISTRIBUTOR
Registration Number:	2002132	MORTGAGE ORIGINATOR
Registration Number:	1533561	GALERIA
Registration Number:	1328489	SUPPLY LINES
Registration Number:	1288990	ARTSELL COLOR CARDS
Registration Number:	1206459	FRAME-O-RAMA
Registration Number:	1118420	ART BUYERS CARAVAN
Registration Number:	1071827	BASICS & BEYOND
Registration Number:	1001919	THE PROFESSIONAL PICTURE FRAMER
Registration Number:	892073	AMERICAN AGENT & BROKER

OP $540.00 2301138

Registration Number:	825917	DECOR
Registration Number:	642661	LIFE INSURANCE SELLING
Registration Number:	2125500	ART BUSINESS NEWS
Registration Number:	2269003	ARTEXPO NEW YORK
Registration Number:	1718000	ARTEXPO PREVIEW
Serial Number:	76355892	MRO WIRED
Serial Number:	76090321	PROGRESSIVE DISTRIBUTOR

CORRESPONDENCE DATA

Fax Number: (612)766-1623

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-766-7000

Email: trademarkmpls@faegre.com

Correspondent Name: Faegre & Benson LLP

Address Line 1: 90 South Seventh Street

Address Line 2: 2200 Wells Fargo Center

Address Line 4: Minneapolis, MINNESOTA 55402-3901

ATTORNEY DOCKET NUMBER:	16057-301806
NAME OF SUBMITTER:	Kerry R. Thompson - Paralegal

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of this 12th day of March, 2004, by and between Wells Fargo Bank, National Association, a national banking association, as agent (in such capacity the "**Secured Party**") for the Lenders, as defined in the Credit Agreement described below, and Pfingsten Publishing, L.L.C., a Delaware limited liability company ("**Debtor**").

WHEREAS, the Debtor and Secured Party have entered into that certain Credit Agreement (together with all amendments, modifications and restatements of such Agreement, the "Credit Agreement") of even date herewith among the Debtor, the Secured Party and various Lenders, as defined therein, pursuant to which the Lenders have agreed to make advances and grant certain other financial accommodations to the Debtor;

WHEREAS, as a condition to the agreement of Secured Party to perform its obligations pursuant to the Credit Agreement, Debtor is required to enter into that certain Security Agreement, dated as of the date hereof (the "**Security Agreement**"), to grant Secured Party a security interest in the Collateral (as defined therein);

WHEREAS, as a further condition to the agreement of Secured Party to perform its obligations pursuant to the Credit Agreement and as is required by the Security Agreement, Debtor is required to enter into this Agreement;

WHEREAS, all terms not defined herein shall have the meanings ascribed to them in the Credit Agreement and the Security Agreement.

NOW, THEREFORE, as security for the Obligations, Debtor hereby grants to Secured Party a Security Interest in and lien upon, and pledges to Secured Party, all of its right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the **"Trademark Collateral"**), whether presently existing or hereafter created or acquired:

(1) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, including, without limitation, those listed on Schedule A annexed hereto (together with any renewals thereof), and all of the goodwill of the business connected with the use of, and symbolized by, each of the foregoing.

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement or dilution of any registered United States trademarks owned by Debtor, including, without limitation, the registered trademarks listed on Schedule A annexed hereto and any registered United States trademarks issued with respect to the trademark applications listed on Schedule A, or (b) injury to the goodwill associated with any such registered United States trademarks.

This Security Interest is granted in conjunction with the Security Interests granted to Secured Party pursuant to the Security Agreement and is not intended to increase the rights of Secured Party or the obligations of Debtor beyond the rights and obligations contained in the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In accordance with the provisions of Section 3(f) of the Security Agreement, Debtor hereby authorizes Secured Party to modify this Agreement by noting any future acquired Trademark Collateral on Schedule A; *provided, however,* that the failure of Secured Party to make any such notation shall not limit or affect the obligations of Debtor or rights of Secured Party hereunder.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

TRADEMARK
REEL: 002819 FRAME: 0911

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

ATTEST:

By:
Its:

PFINGSTEN PUBLISHING, L.L.C.

Thomas S. Bagley

By:
Its: CHAIRMAN OF THE BOARD

ATTEST:

By: _____

Its: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Scott B. Carlson

Its: Vice President

TRADEMARK
REEL: 002819 FRAME: 0913

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

MARK (LOGO)	*REG. NO.*	*REG. DATE*	*SERIAL NO.*	*FILING DATE*	*STATUS*
CONTRACTOR TOOLS AND SUPPLIES	2,301,138	12/14/1999	75/630,906	02/01/1999	Registered – Supplemental Register
PUBLISHING CONCEPTS and Design	2,380,416	08/29/2000	75/525,987	07/27/1998	Registered
USA GETAWAY GUIDE	2,086,654	08/05/1997	75/111,530	05/29/1996	Registered – Supplemental Register
MRO TODAY	2,094,312	09/09/1997	75/056,618	02/12/1996	Registered
PROGRESSIVE MRO DISTRIBUTOR	2,094,311	09/09/1997	75/056,617	02/12/1996	Registered
MORTGAGE ORIGINATOR [1]	2,002,132	09/24/1996	74/539,418	06/17/1994	Registered
GALERIA and Design	1,533,561	04/04/1989	73/726,904	05/06/1988	Registered
SUPPLY LINES	1,328,489	04/02/1985	73/488,246	07/02/1984	Registered
ARTSELL COLOR CARDS	1,288,990	08/07/1984	73/438,525	08/09/1983	Registered
FRAME-O-RAMA	1,206,459	08/24/1982	73/306,637	04/20/1981	Registered
ART BUYERS CARAVAN (Stylized)	1,118,420	05/15/1979	73/166,460	04/14/1978	Registered
BASICS & BEYOND and Design	1,071,827	08/23/1977	73/051,014	04/30/1975	Registered
THE PROFESSIONAL PICTURE FRAMER (Stylized)	1,001,919	01/14/1975	72/462,837	07/13/1973	Registered – Supplemental Register
AMERICAN AGENT & BROKER (Stylized)	892,073	06/02/1970	72/340,654	10/14/1969	Registered
DÉCOR (Stylized)	825,917	03/14/1967	72/235,623	01/03/1966	Registered – Supplemental Register
LIFE INSURANCE SELLING (Stylized)	642,661	03/12/1957	72/006,440	04/16/1956	Registered
ART BUSINESS NEWS	2,125,500	12/30/1997	75/214,057	12/16/1996	Registered
ARTEXPO NEW YORK	2,269,003	08/10/1999	75/514,418	07/07/1998	Registered

MARK (LOGO)	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	STATUS
ARTEXPO PREVIEW	1,718,000	09/22/1992	74/155,631	04/09/1991	Registered

U.S. TRADEMARK APPLICATIONS

MARK (LOGO)	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	STATUS
MRO WIRED and Design	N/A	N/A	76/355,892	01/08/2002	Published
PROGRESSIVE DISTRIBUTOR	N/A	N/A	76/090,321	01/17/2000	Published

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[1] Chain of title not clean