

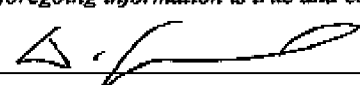
|  |   |   |
|--|---|---|
| Form PTO-1594<br>(Rev. 03/01)<br>OMB No. 0651-0027 (exp.<br>5/31/2002)<br>Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ | <b>RECORDATION FORM COVER SHEET</b><br><b>TRADEMARKS ONLY</b> | U.S. DEPARTMENT OF COMMERCE<br>U.S. Patent and Trademark Office |
|--|---|---|

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

|  |   |
|--|---|
| <b>1. Name of conveying party(ies):</b><br><u>Direct Holdings Inc.</u><br><br><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association<br><input checked="" type="checkbox"/> Corporation - <u>Delaware</u><br><input type="checkbox"/> Other<br><br>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No<br><br><b>3. Nature of conveyance:</b><br><input type="checkbox"/> Assignment <input type="checkbox"/> Merger<br><input checked="" type="checkbox"/> Security Agreement<br><input type="checkbox"/> Change of Name<br><input type="checkbox"/> Other<br><br>Execution Date: <u>April 7, 2004</u> | <b>2. Name and address of receiving party(ies)</b><br>Name: <u>The CIT Group/Business Credit, Inc.</u><br><br>Internal<br>Address: <u>1211 Avenue of the Americas, 22nd Floor</u><br>Street Address:<br>City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u><br><br><input type="checkbox"/> Individual(s) citizenship _____<br><input type="checkbox"/> Association _____<br><input type="checkbox"/> General Partnership _____<br><br><input type="checkbox"/> Limited Partnership<br><input checked="" type="checkbox"/> Corporation - <u>New York</u><br><input type="checkbox"/> Other:<br><br>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(Designations must be a separate document from assignment)<br>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>4. Application number(s) or registration number(s):</b><br>A. Trademark Application No.(s)<br><br>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   | B. Trademark Registration No.(s)<br><b>See attached schedule</b>  |
| <b>5. Name and address of party to whom correspondence concerning document should be mailed:</b><br><br>Name: <u>Daniel Angel, Esq.</u><br>Internal Address: <u>Schulte Roth &amp; Zabel LLP</u><br><br><hr/> Street Address: <u>919 Third Avenue</u><br><br>City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u>  | <b>6. Total number of applications and registrations involved:</b> ..... <u>26</u><br><br><b>7. Total fee (37 CFR 3.41)..... \$ 665.00</b><br><br><input type="checkbox"/> Enclosed<br><input checked="" type="checkbox"/> Authorized to be charged to deposit account<br><br><b>8. Deposit account number:</b><br><br><u>500675 - Schulte Roth &amp; Zabel LLP</u><br><br>(Attach duplicate copy of this page if paying by deposit account)  |

**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.*

Daniel Angel, Esq.            April 29, 2004  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 153

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

CH \$666.00 600675 2704009

**Schedule****Owned Trademarks**

| <b><u>Registered Owner</u></b>                                   | <b><u>Mark</u></b>                         | <b><u>Registration Number</u></b> |
|--|--|-----------------------------------|
| Time Life Inc. <sup>1</sup>                                      | ADRENALINE RIDE                            | 2704009                           |
| Time Life Inc. <sup>1</sup>                                      | AFRICAN AMERICANS: VOICES OF TRIUMPH       | 1875923                           |
| Time Life Inc. <sup>1</sup>                                      | COLLECTORS LIBRARY OF GREAT BOOKS          | 2291670                           |
| Time Life Inc. <sup>1</sup>                                      | HEARTLAND MUSIC                            | 2292647                           |
| Time Life Inc. <sup>1</sup>                                      | HEARTLAND MUSIC & DESIGN                   | 1762498                           |
| Time Life inc. <sup>1</sup>                                      | HEARTLAND MUSIC AMERICA'S #1 MUSIC CATALOG | 2292650                           |
| Time Life Inc. <sup>1</sup>                                      | INSPIRING YOUNG MINDS                      | 2258104                           |
| Time Life Inc. <sup>1</sup>                                      | INSPIRING YOUNG MINDS                      | 2258103                           |
| Time Life Inc. <sup>1</sup>                                      | LOST CIVILIZATIONS                         | 1962559                           |
| Time Life Inc. <sup>1</sup>                                      | LOST CIVILIZATIONS                         | 1975516                           |
| Time Life Inc. <sup>1</sup>                                      | LOST CIVILIZATIONS                         | 1970674                           |
| Time Life Inc. <sup>1</sup>                                      | MAMMAL MENAGERIE                           | 2269591                           |
| Time Life Inc. <sup>1</sup>                                      | MYSTERIES OF THE UNKNOWN                   | 1732984                           |
| Time Life Inc. <sup>1</sup>                                      | SECRETS OF THE CENTURY                     | 2428732                           |
| Time Life inc. <sup>1</sup> and Integrity Incorporated (jointly) | SONGS 4 WORSHIP                            | 2665738                           |
| Time Life inc. <sup>1</sup>                                      | SOUND REVIEW                               | 2250914                           |
| Time Life Inc. <sup>1</sup>                                      | STONEHENGE AND DESIGN                      | 767894                            |
| Time Life Inc. <sup>1</sup>                                      | STONEHENGE PRESS                           | 2783452                           |
| Time Life Inc. <sup>1</sup>                                      | THE EVERYDAY COOKBOOKS                     | 2040009                           |
| Time Life Inc. <sup>1</sup>                                      | THE ILLUSTRATED KITCHEN LIBRARY            | 2434185                           |
| Time Life Inc. <sup>1</sup>                                      | THE VIETNAM EXPERIENCE                     | 2491820                           |
| Time Life Inc. <sup>1</sup>                                      | THEME EXPLORERS                            | 2250313                           |
| Time Life Inc. <sup>1</sup>                                      | VOICES OF TRIUMPH                          | 1864264                           |
| Time Life Inc. <sup>1</sup>                                      | WEATHER FLASH                              | 2272851                           |
| Time Life Inc. <sup>1</sup>                                      | WHAT LIFE WAS LIKE                         | 2092233                           |
| Time Life Inc. <sup>1</sup>                                      | WHOLE BODY FITNESS FOR SENIORS             | 2458790                           |

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 7, 2004, by Direct Holdings Americas Inc. (the "*Grantor*") in favor of The CIT Group/Business Credit, Inc. ("*CIT*"), as agent for the Secured Parties (as defined in the Financing Agreement referred to below) (in such capacity, the "*Agent*").

### WITNESSETH:

WHEREAS, pursuant to the Financing Agreement, dated as of April 7, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Financing Agreement*"), by and among the Grantor, DIRECT HOLDINGS CUSTOM PUBLISHING INC. ("*DH Custom*"), DIRECT HOLDINGS EDUCATION INC. ("*DH Education*"), ALEX INC. ("*Alex*"), DIRECT HOLDINGS.COM, INC. ("*Direct Holdings.com*"), DIRECT HOLDINGS CUSTOMER SERVICE, INC., ("*DH Customer*"), DIRECT HOLDINGS LIBRARIES, INC., ("*DH Libraries*" and, together with Direct Holdings, DH Custom, DH Education, Alex, Direct Holdings.com and DH Customer, the foregoing collectively, the "*Borrowers*"), DIRECT HOLDINGS U.S. CORP. ("*Holdings US*"), DIRECT HOLDINGS WORLDWIDE L.L.C. (the "*Parent*"), and, together with the Parent and Holdings US, each a "*Guarantor*" and collectively, the "*Guarantors*"), the lenders from time to time party thereto (the "*Lenders*") and THE CIT GROUP/BUSINESS CREDIT, INC., as agent for the Lenders (in such capacity, the "*Agent*"), the Agent, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

Whereas, each Loan Party (including the Grantor) has, pursuant to Article XV of the Financing Agreement, guaranteed the Obligations (as defined in the Financing Agreement) of each other Loan Party; and

WHEREAS, each Loan Party (including the Grantor) is party to a Pledge and Security Agreement dated as of April 7, 2004 in favor of the Agent, for the benefit of the Secured Parties (the "*Security Agreement*") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and the Agent to enter into the Financing Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Financing Agreement or in the Security Agreement and used herein have the meaning given to them in the Financing Agreement or the Security Agreement.

### ***Grant of Security Interest in Trademark Collateral***

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges,

hypothecates and transfers to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all extensions, modifications and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

#### ***Security Agreement***


The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

*DIRECT HOLDINGS AMERICAS INC.,  
as Grantor*

By:   
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

*THE CIT GROUP/BUSINESS CREDIT, INC.,  
as Agent*

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

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

DIRECT HOLDINGS AMERICAS INC.,  
*as Grantor*

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

ACCEPTED AND AGREED  
as of the date first above written:

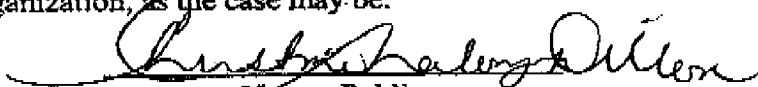
THE CIT GROUP/BUSINESS CREDIT, INC.,  
*as Agent*

By:   
Name: **Christopher J. Esposito**  
Title: **Vice President**

**ACKNOWLEDGEMENT OF GRANTOR**

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On this 7 day of APRIL, 2004 before me personally appeared CHRISTOPHER MINNETIAN proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DIRECT HOLDINGS AMERICAS, who being by me duly sworn did depose and say that he is an authorized officer of said corporation or other organization, as the case may be, that the said instrument was signed on behalf of said corporation or other organization, as the case may be, as authorized by its Board of Directors (or equivalent management body) and that he acknowledged said instrument to be the free act and deed of said corporation or other organization, as the case may be.

  
Notary Public

CHRISTINA MALONEY DILLON  
Notary Public - State of New York  
NO. 01MA6081720  
Qualified in Nassau County  
My Commission Expires 6/08/06

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

*Trademark Registrations*

- A. REGISTERED TRADEMARKS
- B. TRADEMARK APPLICATIONS
- C. TRADEMARK LICENSES

**ON FILE AT SRZ**



**Schedule 5 to  
the Pledge and  
Security Agreement**

**INTELLECTUAL PROPERTY**

**I. Copyrights**

See attached Schedule 5(a)

**II. Owned Trademarks**

| <u>Registered Owner</u>  | <u>Mark</u>                                | <u>Registration Number</u> |
|--|--|----------------------------|
| Time Life Inc. <sup>1</sup>                                      | ADRENALINE RIDE                            | 2704009                    |
| Time Life Inc. <sup>1</sup>                                      | AFRICAN AMERICANS: VOICES OF TRIUMPH       | 1875923                    |
| Time Life Inc. <sup>1</sup>                                      | COLLECTORS LIBRARY OF GREAT BOOKS          | 2291670                    |
| Time Life Inc. <sup>1</sup>                                      | HEARTLAND MUSIC                            | 2292647                    |
| Time Life Inc. <sup>1</sup>                                      | HEARTLAND MUSIC & DESIGN                   | 1762498                    |
| Time Life Inc. <sup>1</sup>                                      | HEARTLAND MUSIC AMERICA'S #1 MUSIC CATALOG | 2292650                    |
| Time Life Inc. <sup>1</sup>                                      | INSPIRING YOUNG MINDS                      | 2258104                    |
| Time Life Inc. <sup>1</sup>                                      | INSPIRING YOUNG MINDS                      | 2258103                    |
| Time Life Inc. <sup>1</sup>                                      | LOST CIVILIZATIONS                         | 1962559                    |
| Time Life Inc. <sup>1</sup>                                      | LOST CIVILIZATIONS                         | 1975516                    |
| Time Life Inc. <sup>1</sup>                                      | LOST CIVILIZATIONS                         | 1970674                    |
| Time Life Inc. <sup>1</sup>                                      | MAMMAL MENAGERIE                           | 2269591                    |
| Time Life Inc. <sup>1</sup>                                      | MYSTERIES OF THE UNKNOWN                   | 1732984                    |
| Time Life Inc. <sup>1</sup>                                      | SECRETS OF THE CENTURY                     | 2428732                    |
| Time Life Inc. <sup>1</sup> and Integrity Incorporated (jointly) | SONGS 4 WORSHIP                            | 2665738                    |
| Time Life Inc. <sup>1</sup>                                      | SOUND REVIEW                               | 2250914                    |
| Time Life Inc. <sup>1</sup>                                      | STONEHENGE AND DESIGN                      | 767894                     |
| Time Life Inc. <sup>1</sup>                                      | STONEHENGE PRESS                           | 2783452                    |
| Time Life Inc. <sup>1</sup>                                      | THE EVERYDAY COOKBOOKS                     | 2040009                    |
| Time Life Inc. <sup>1</sup>                                      | THE ILLUSTRATED KITCHEN LIBRARY            | 2434185                    |
| Time Life Inc. <sup>1</sup>                                      | THE VIETNAM EXPERIENCE                     | 2491820                    |
| Time Life Inc. <sup>1</sup>                                      | THEME EXPLORERS                            | 2250313                    |
| Time Life Inc. <sup>1</sup>                                      | VOICES OF TRIUMPH                          | 1864264                    |
| Time Life Inc. <sup>1</sup>                                      | WEATHER FLASH                              | 2272851                    |
| Time Life Inc. <sup>1</sup>                                      | WHAT LIFE WAS LIKE                         | 2092233                    |
| Time Life Inc. <sup>1</sup>                                      | WHOLE BODY FITNESS FOR SENIORS             | 2458790                    |

**III. Licensed Trademarks**

| <u>Licensee</u>                        | <u>Licensor</u>  | <u>Mark</u>                             | <u>Registration Number</u> |
|--|------------------|---|----------------------------|
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | TIME LIFE                               | 2359687                    |
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | TIME LIFE FOR CHILDREN LOGO             | 1691485                    |
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | TIME LIFE KIDS LOGO                     | 2085850                    |
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | TIME LIFE LOGO                          | 2323923                    |
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | TIME-LIFE                               | 1123648                    |
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | TIME-LIFE                               | 2319070                    |
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | TIME-LIFE                               | 2729500                    |
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | TIME-LIFE BOOKS & DESIGN                | 803930                     |
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | TIME-LIFE LOGO                          | 2326058                    |
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | TIME LIFE'S LOST CIVILIZATIONS & DESIGN | 2031484                    |
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | TIME LIFE'S LOST CIVILIZATIONS & DESIGN | 2162322                    |
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | TIME-LIFE VIDEO                         | 1023141                    |
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | TIME LIFE VIDEO LOGO                    | 1741012                    |
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | TIME LIFE VIDEO LOGO                    | 2287792                    |
| Direct Holdings IP L.L.C. <sup>2</sup> | Time Warner Inc. | 1-800-TIMELIFE                          |                            |

**IV. Patents**

| <u>Registered Owner</u> | <u>Type</u> | <u>Registration Number</u> |
|-------------------------|-------------|----------------------------|
| None                    |             |                            |

**V. Owned Domain Names**

| <u>Registered Owner</u>     | <u>Domain Name</u>      |
|-----------------------------|-------------------------|
| Time Life Inc. <sup>1</sup> | SOULOFTHE60S.COM        |
| Time Life Inc. <sup>1</sup> | VIDEOASSEENONTV.COM     |
| Time Life Inc. <sup>1</sup> | MUSICASSEENONTV.COM     |
| Time Life Inc. <sup>1</sup> | TREASURYCHRISTMAS.COM   |
| Time Life Inc. <sup>1</sup> | SOULFULXMAS.COM         |
| Time Life Inc. <sup>1</sup> | THEFAB50S.COM           |
| Time Life Inc. <sup>1</sup> | 100SONGS.COM            |
| Time Life Inc. <sup>1</sup> | SOUNDSOF1990.COM        |
| Time Life Inc. <sup>1</sup> | HEARTLANDCATALOG.COM    |
| Time Life Inc. <sup>1</sup> | 100SONGSFORKIDS.COM     |
| Time Life Inc. <sup>1</sup> | LEGENDSOFSOUL.COM       |
| Time Life Inc. <sup>1</sup> | 100CLASSICSFORKIDS.COM  |
| Time Life Inc. <sup>1</sup> | SOLIDGOLDSOULONLINE.COM |
| Time Life Inc. <sup>1</sup> | HEROESOFROCK.COM        |
| Time Life Inc. <sup>1</sup> | TREASURYOFFOLK.COM      |
| Time Life Inc. <sup>1</sup> | TREASURYOFFOLKA.COM     |
| Time Life Inc. <sup>1</sup> | TREASURYOFBLUEGRASS.COM |
| Time Life Inc. <sup>1</sup> | MODERNROCK90.COM        |