

10-17-2003

10-17-03

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



102576775

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):

Pro Football Weekly, LLC

10-17-03

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other limited liability company

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

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association Internal Address:

Street Address: 135 South LaSalle St City: Chicago State: IL Zip: 60603

- 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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule B

Additional number(s) attached Yes No

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

Name:

Inte 202.700.2700

Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005

Street Address:

City 2 State: Zip 3

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Duane Lindquist Name of Person Signing

Signature

10/14/03 Date

Total number of pages including cover sheet, attachments, and document: 11

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

10/20/2003 6TON11 00000005 2254593

01 FC:8521 02 FC:8522

40.00 OP 200.00 OP

SCHEDULE B

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
BASKETBALL NEWS	2,254,593	06/15/99
BASKETBALL NEWS	2,424,214	01/23/01
BASKETBALL WEEKLY	0869,185	05/06/69
PFWSPORTS.COM	2,547,975	03/12/02
PRO FOOTBALL WEEKLY	1,549,119	07/25/89
PRO FOOTBALL THIS WEEK	1,791,558	09/07/93
PRO FOOTBALL THIS WEEK	2,433,672	03/06/01
PRO FOOTBALL WEEKLY	2,450,576	05/15/01
THE WAY WE HEAR IT	2,240,258	04/20/99

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Trademark Application No.</u>	<u>Date Applied</u>
PFWA.COM	75/117,683 ABANDONED 06/10/99	06/12/96

TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT

THIS TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT (this "Agreement") is made as of the 30th day of September, 2003 by and between PRO FOOTBALL WEEKLY, LLC, a Delaware limited liability company f/k/a PFW Acquisition, LLC ("Borrower"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank:").

W I T N E S S E T H

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith between Borrower and the Bank (as the same may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Bank has agreed to make certain loans and extend certain other financial accommodations to Borrower; and

WHEREAS, pursuant to the Loan Agreement Borrower has granted to the Bank a continuing security interest in certain of Borrower's assets, including, without limitation, its trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill, as security for its indebtedness and other obligations under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to the Bank a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule A attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/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 and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(b) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, 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, the trademarks and applications listed on Schedule B attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing 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 and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

This Agreement shall inure to the benefit of the Banks and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such grant of security interest is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Borrower or any other Person by the Bank (except that if the Bank shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations). Upon payment in full and satisfaction of the Obligations, the Bank shall promptly execute and deliver to Borrower all termination statements and other instruments necessary or proper to terminate the Bank's security interest hereunder.

3. Reports of Applications. The Copyrights and Trademarks constitute all of the federally registered copyrights and trademarks, and applications therefor now owned by Borrower. Borrower shall provide the Bank with a list of all new federally registered copyrights and trademarks and federal applications for copyright registrations and trademark registrations, if any, which new copyrights trademarks and applications shall be subject to the terms and conditions of the Loan Agreement and this Agreement.

4. Effect on Loan Agreement; Cumulative Remedies. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of the Bank with respect to the Copyrights and Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

5. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit the Bank and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

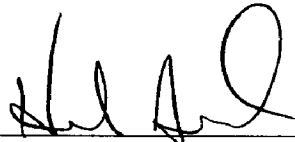
7. CONSENT TO JURISDICTION. BORROWER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS AND IRREVOCABLY AGREES THAT, SUBJECT BANK'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. BORROWER EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON BORROWER BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO BORROWER AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETED WITHIN TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. JURY TRIAL WAIVER. BORROWER AND THE BANK HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. BORROWER AND THE BANK EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. BORROWER AND THE BANK HEREBY WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

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


PRO FOOTBALL WEEKLY, LLC

Its Manager:
HBA, Inc., an Illinois Corporation

By: 
Title: PRESIDENT

Accepted and Agreed to:

LASALLE BANK NATIONAL ASSOCIATION

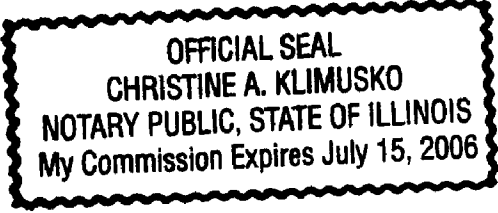
By: 
Title: Assistant Vice President

DFL
66670466

STATE OF Delaware)
) SS
COUNTY OF date

The foregoing Agreement was executed and acknowledged before me this 30th
of September, 2003 by Herbert Arkush personally known to
me to be the president of ProFootballWeekly LLC, a
Delaware limited liability company, on behalf of such company.

Christine A. Klimusko
Notary Public



My commission expires:
July 15, 2006

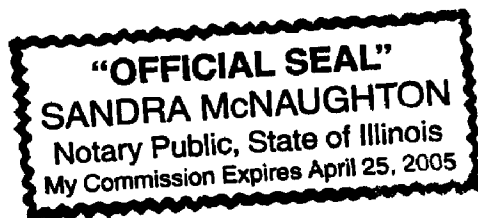
STATE OF ILLINOIS)
COUNTY OF COOK) SS

The foregoing Agreement was executed and acknowledged before me this 14th of October, 2003 by Michael F. Perry, personally known to me to be the Assistant Vice President of LaSalle Bank National Association, a national banking association.

Sandra McNaughton
Notary Public

My commission expires:

APRIL 25, 2005



SCHEDULE A

COPYRIGHT REGISTRATIONS

<u>REGISTRATION NO.</u>	<u>TITLE</u>	<u>DATE</u>
TX-1-163-534	PRO FOOTBALL WEEKLY	08/01/83
TX-1-170-011	PRO FOOTBALL WEEKLY	08/12/83
TX-1-170-011	PRO FOOTBALL WEEKLY	
TX-1-177-795	PRO FOOTBALL WEEKLY	08/24/03
TX-1-177-795	PRO FOOTBALL WEEKLY	08/24/03
TX-1-179-779	PRO FOOTBALL WEEKLY	08/29/83
TX-1-179-779	PRO FOOTBALL WEEKLY	08/29/83
TX-1-185-009	PRO FOOTBALL WEEKLY	09/08/83
TX-1-189-056	PRO FOOTBALL WEEKLY	09/16/83
TX-1-189-497	PRO FOOTBALL WEEKLY	09/19/83
TX-1-204-297	PRO FOOTBALL WEEKLY	10/04/83
TX-1-204-299	PRO FOOTBALL WEEKLY	10/04/83
TX-1-207-270	PRO FOOTBALL WEEKLY	10/14/83
TX-1-208-334	PRO FOOTBALL WEEKLY	10/17/83
TX-1-209-702	PRO FOOTBALL WEEKLY	10/19/83
TX-1-212-761	PRO FOOTBALL WEEKLY	10/24/83
TX-1-216-666	PRO FOOTBALL WEEKLY	11/03/83
TX-1-227-906	PRO FOOTBALL WEEKLY	11/17/83
TX-1-228-250	PRO FOOTBALL WEEKLY	11/18/83
TX-1-233-351	PRO FOOTBALL WEEKLY	11/23/83
TX-1-247-060	PRO FOOTBALL WEEKLY	12/13/83
TX-1-247-063	PRO FOOTBALL WEEKLY	12/13/83
TX-1-254-636	PRO FOOTBALL WEEKLY	12/12/83
TX-1-257-854	PRO FOOTBALL WEEKLY	12/29/83
TX-1-259-166	PRO FOOTBALL WEEKLY	12/30/83
TX-1-263-175	PRO FOOTBALL WEEKLY	01/12/84
TX-1-275-616	PRO FOOTBALL WEEKLY	02/01/84
TX-1-275-617	PRO FOOTBALL WEEKLY	02/01/84
TX-1-280-927	PRO FOOTBALL WEEKLY	11/28/83
TX-1-282-717	PRO FOOTBALL WEEKLY	02/13/84
TX-1-286-918	PRO FOOTBALL WEEKLY	02/21/84
TX-1-293-096	PRO FOOTBALL WEEKLY	01/16/84
TX-1-312-067	PRO FOOTBALL WEEKLY	03/21/84
TX-1-316-797	PRO FOOTBALL WEEKLY	04/02/84
TX-1-332-887	PRO FOOTBALL WEEKLY	04/30/84
TX-1-332-890	PRO FOOTBALL WEEKLY	04/30/84
TX-1-350-213	PRO FOOTBALL WEEKLY	05/23/84
TX-1-397-360	PRO FOOTBALL WEEKLY	07/27/84
TX-1-397-361	PRO FOOTBALL WEEKLY	07/27/84
TX-1-397-362	PRO FOOTBALL WEEKLY	07/27/84
TX-1-425-159	PRO FOOTBALL WEEKLY	09/10/84

<u>REGISTRATION NO.</u>	<u>TITLE</u>	<u>DATE</u>
TX-1-443-703	PRO FOOTBALL WEEKLY	
TX-1-443-767	PRO FOOTBALL WEEKLY	10/17/84
TX-1-443-768	PRO FOOTBALL WEEKLY	10/17/84
TX-1-443-769	PRO FOOTBALL WEEKLY	10/17/84
TX-1-443-770	PRO FOOTBALL WEEKLY	10/17/84
TX-1-443-771	PRO FOOTBALL WEEKLY	10/17/84
TX-1-443-772	PRO FOOTBALL WEEKLY	10/17/84
TX-1-443-773	PRO FOOTBALL WEEKLY	10/17/84
TX-1-443-774	PRO FOOTBALL WEEKLY	10/17/84
TX-1-443-775	PRO FOOTBALL WEEKLY	10/17/84
TX-1-445-703	PRO FOOTBALL WEEKLY	10/22/84
TX-1-445-704	PRO FOOTBALL WEEKLY	10/22/84
TX-1-456-067	PRO FOOTBALL WEEKLY	11/05/84
TX-1-456-068	PRO FOOTBALL WEEKLY	11/05/84
TX-1-464-806	PRO FOOTBALL WEEKLY	11/16/84
TX-1-470-080	PRO FOOTBALL WEEKLY	12/10/84
TX-1-470-081	PRO FOOTBALL WEEKLY	12/10/84
TX-1-470-082	PRO FOOTBALL WEEKLY	12/10/84
TX-1-487-976	PRO FOOTBALL WEEKLY	01/07/85
TX-1-487-977	PRO FOOTBALL WEEKLY	01/07/85
TX-1-487-978	PRO FOOTBALL WEEKLY	01/07/85
TX-1-487-979	PRO FOOTBALL WEEKLY	01/07/85
TX-1-505-168	PRO FOOTBALL WEEKLY	01/25/85
TX-1-505-169	PRO FOOTBALL WEEKLY	01/25/85
TX-1-524-452	PRO FOOTBALL WEEKLY	02/19/85
TX-1-524-453	PRO FOOTBALL WEEKLY	02/19/85
TX-1-546-532	PRO FOOTBALL WEEKLY	03/25/85
TX-1-546-533	PRO FOOTBALL WEEKLY	03/25/85
TX-1-546-534	PRO FOOTBALL WEEKLY	03/25/85
TX-1-549-920	PRO FOOTBALL WEEKLY	05/09/85
TX-1-569-712	PRO FOOTBALL WEEKLY	04/29/85
TX-3-859-507	PRO FOOTBALL WEEKLY	08/02/94
TX-4-213-457	PRO FOOTBALL WEEKLY	10/23/95

COPYRIGHT APPLICATIONS

<u>Copyright Description</u>	<u>Copyright Application No.</u>	<u>Date Applied</u>
NONE		

SCHEDULE B

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
BASKETBALL NEWS	2,254,593	06/15/99
BASKETBALL NEWS	2,424,214	01/23/01
BASKETBALL WEEKLY	0869,185	05/06/69
PFWSPORTS.COM	2,547,975	03/12/02
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THE WAY WE HEAR IT	2,240,258	04/20/99

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PFWA.COM	75/117,683 ABANDONED 06/10/99	06/12/96