

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Third Amendment to Credit Agreement - substituting U.S. Bank, National Association for The Industrial Bank of Japan Trust Company as Administrative Agent and Lender (Secured Party)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Inscape Publishing, Inc.	CLC Aquisition Company	06/19/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank, National Association
Street Address:	U.S. Bank Place, BC-MN-HO3Q, 800 Nicollet Mall, 3rd Floor
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402-7020
Entity Type:	National Bank Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2297617	PERSONAL LEARNING INSIGHTS PROFILE
Registration Number:	2184318	QUICK DISC
Registration Number:	2129791	PERFORMAX LEARNING NETWORK
Registration Number:	2110525	PERFORMAX LEARNING NETWORK
Registration Number:	2101512	I-SIGHT
Registration Number:	2045480	PERSONAL LISTENING PROFILE
Registration Number:	2045473	PERSONAL PROFILE PREVIEW
Registration Number:	2028076	DISC
Registration Number:	2026597	BIBLICAL PERSONAL PROFILE SYSTEM
Registration Number:	2026595	PERSONAL DEVELOPMENT PROFILE
Registration Number:	1998931	DIMENSIONS OF LEADERSHIP PROFILE
Registration Number:	1905384	PERSONAL PROFILE SYSTEM
Registration Number:	1883575	DISCOVERING DIVERSITY PROFILE
Registration Number:	1839398	INNOVATE WITH C.A.R.E. PROFILE

CH \$590.00 2297617

Registration Number:	1839397	TIME MASTERY PROFILE
Registration Number:	1734746	PERSONAL PROFILE SYSTEM
Registration Number:	1572501	PROFESSIONAL SERVICE WORKS!
Registration Number:	1551355	PERFORMAX
Registration Number:	1291504	
Registration Number:	1290948	
Registration Number:	0955492	ADVENTURES IN ATTITUDES
Registration Number:	2351960	FOCUS POINT
Registration Number:	2351955	STARTING POINT

CORRESPONDENCE DATA

Fax Number: (585)263-1600

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

Phone: 585-263-1000

Email: nytm@nixonpeabody.com

Correspondent Name: Kristen M. Walsh, Esq.

Address Line 1: Clinton Square, Post Office Box 31051

Address Line 4: Rochester, NEW YORK 14603-1051

ATTORNEY DOCKET NUMBER:	040997/75
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NAME OF SUBMITTER:	Melanie L. DeRue
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Total Attachments: 7
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THIRD AMENDMENT TO CREDIT AGREEMENT

THIRD AMENDMENT TO CREDIT AGREEMENT, dated as of June 19, 2002 (this "Amendment"), among Inscape Publishing, Inc. (f/k/a CLC Acquisition Company), a Delaware corporation (the "Company"), CLC Holding Company, a Delaware corporation ("Holdings"), the lenders parties to the Existing Credit Agreement (as defined below) (collectively, the "Lenders"; individually, a "Lender"), and The Industrial Bank of Japan Trust Company (as successor by merger with IBJ Whitehall Bank & Trust Company), a New York banking corporation, as administrative agent for the Lenders (in such capacity, the "Administrative Agent" or individually, "IBJTC"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement referred to below.

RECITALS

WHEREAS, the Company, Holdings, the Lenders and the Administrative Agent are parties to that certain Credit Agreement, dated as of April 28, 2000, as amended by a First Amendment to Credit Agreement dated as of March 30, 2001 and as further amended by a Second Amendment to Credit Agreement dated June 26, 2001 (the "Existing Credit Agreement"; and as further amended by this Amendment, the "Credit Agreement");

WHEREAS, the Company has requested that the Existing Credit Agreement be amended as provided herein; and

WHEREAS, the Administrative Agent and the Lenders are agreeable to the requests of the Company subject to the terms and conditions of this Amendment.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company, Holdings, the Administrative Agent and the Lenders hereby agree as follows:

PART I. AMENDING PROVISIONS

Effective as of the Third Amendment Effective Date (as defined below), the Existing Credit Agreement is hereby amended as provided in this Part I.

1. Section 1.01 of the Existing Credit Agreement is hereby amended by deleting, amending and replacing the definitions as follows:

1.1 The definition of "Base Rate" is deleted in its entirety and replaced by the following:

"Base Rate" means, for any day, a rate per annum equal to the higher of (i) the Federal Funds Rate for such day plus fifty (50) basis points, or (ii) the *Prime* Rate for such day. Each change in any interest rate provided for herein based upon the Base Rate resulting from a change in the Base Rate shall take effect at the time of such change in the Base Rate.

- 8 -

(f) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

7. Schedule A to the Existing Credit Agreement is hereby deleted in its entirety and replaced with the Schedule A attached hereto.

PART II. LIMITED WAIVER

8. Limited Waiver. Subject to the satisfaction of the conditions in paragraph 11 hereof, the Lenders hereby waive any Default or Event of Default pursuant to (i) Section 8.01(d) of the Existing Credit Agreement which has occurred as a result of the Company's breach of Sections 6.07(b) and (e) of the Existing Credit Agreement from the Company's failure to provide financial statements and auditor's report for the period ended December 31, 2001 by March 31, 2002 ("Financial Reporting Default"), and (ii) Section 8.01(c) of the Existing Credit Agreement which has occurred as a result of the Company's breach of Section 7.14(a) of the Existing Credit Agreement by its failure to comply with the minimum EBITDA required for the period ended December 31, 2001 ("Financial Covenant Default"), provided that if the Company fails to deliver the financial statements and auditor's report referenced in this paragraph 8(i) within five Business Days (5) days of the execution of this Amendment, the waiver of the Financial Reporting Default in this clause shall be deemed revoked and null and void as of such date.

PART III. AGENCY RESIGNATION AND ASSIGNMENT

9. Pursuant to Section 9.08 of the Credit Agreement, (i) IBJTC hereby notifies the Lenders that it will resign as Administrative Agent under the Credit Agreement and all of the Loan Documents thereunder, such resignation to be effective on June 28, 2002 (the "Effective Time"), and (ii) the Lenders hereby agree, and the Company hereby consents to the appointment of U.S. Bank, National Association ("US Bank") as successor Administrative Agent under the Credit Agreement and all Loan Documents executed in connection therewith, such appointment to be effective as of the Effective Time.

10. Effective as of the Effective Time, (a) IBJTC, acting in its capacity as resigning Administrative Agent under the Credit Agreement (in such capacity, the "Resigning Administrative Agent"), resigns as Administrative Agent and assigns and delegates to US Bank, acting in its capacity as successor Administrative Agent under the Credit Agreement (in such capacity, the "Succeeding Administrative Agent"), all of the Resigning Administrative Agent's respective rights, remedies, duties and other obligations under the Credit Agreement and each of the Loan Documents thereunder, including, without limitation, in its respective capacities as a secured party, grantee, mortgagee, beneficiary, assignee and each other similar capacity, if any, in which the Resigning Administrative Agent was granted Liens on any real or personal property of the Company, Holdings, any Subsidiary Guarantor or any other entity as security for all or any of the Obligations defined in the Credit Agreement ("Assigned Interests"); and (b) the

- 9 -

Succeeding Administrative Agent hereby accepts the appointment as Administrative Agent and such assignment and delegation and hereby agrees that it will assume all of such duties and other obligations as of the Effective Time. From and after the Effective Time, the Succeeding Administrative Agent shall have the same rights, remedies, duties and obligations, and the same benefits, in such capacity under the Credit Agreement and each Loan Document thereunder, as if it were the original Administrative Agent thereunder. After the Effective Time, each reference in the Credit Agreement and each of the Loan Documents thereunder to "Administrative Agent" shall in each case mean and be a reference to US Bank, acting in such capacity.

PART IV. EFFECTIVENESS OF THIS AMENDMENT

11. This Agreement, including all terms of the Existing Credit Agreement which are amended hereby, shall become effective upon the receipt by the Administrative Agent of the following ("Third Amendment Effective Date"):

(i) Third Amendment. This Amendment, in four (4) counterparts, duly executed and delivered by each party hereto.

(ii) Amendment Fee. Evidence that the Company shall have paid to the Administrative Agent, for the ratable account of the Lenders, an amendment fee, such fee shall then be deemed earned in full, in the amount of 12.5 basis points of each Lender's aggregate Commitments, calculated immediately after giving effect to this Agreement.

(iii) No Default. Evidence that no Default or Event of Default has occurred (other than those referenced in paragraph 8 above) and is continuing under the Existing Credit Agreement.


PART V. MISCELLANEOUS

12. The representations and warranties set forth in Section 5.04 of the Existing Credit Agreement shall also be deemed to pertain to this Amendment and are hereby incorporated herein by reference, and such representations and warranties shall be true and correct on and as of the date hereof, except to the extent such representations and warranties specifically relate to an earlier date, or are modified to give effect to the transactions contemplated hereby.

13. The Company hereby restates each of the representations and warranties set forth in the Existing Credit Agreement, as amended by this Amendment, and represents and warrants to the Lenders and the Administrative Agent that they are true and correct on and as of the date hereof in all material respects with the same effect as if made on the date hereof, except to the extent such representations and warranties specifically relate to an earlier date, or are modified to give effect to the transactions contemplated hereby. The Company hereby agrees that all representations and warranties made herein shall be deemed to be part of the Existing Credit Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written and effective as of the Third Amendment Effective Date.

HOLDINGS
CLC HOLDING COMPANY

By: 
Name:
Its:

COMPANY
INSCAPE PUBLISHING, INC.
(f/k/a CLC ACQUISITION COMPANY)

By: _____
Name:
Its:

THE INDUSTRIAL BANK OF JAPAN TRUST
COMPANY (as successor by merger with IBI
Whitehall Bank & Trust Company), as
Administrative Agent, Resigning Administrative
Agent and Lender

By: _____
Name:
Its:

U.S. BANK, NATIONAL ASSOCIATION, as
Succeeding Administrative Agent and Lender

By: _____
Name:
Its:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written and effective as of the Third Amendment Effective Date.

HOLDINGS
CLC HOLDING COMPANY

By: _____
Name:
Its:

COMPANY
INSCAPE PUBLISHING, INC.
(f/k/a CLC ACQUISITION COMPANY)

By: Scott Wilhelmsen
Name: Scott Wilhelmsen
Its: VP, Finance & Operations

THE INDUSTRIAL BANK OF JAPAN TRUST
COMPANY (as successor by merger with IBI
Whitehall Bank & Trust Company), as
Administrative Agent, Resigning Administrative
Agent and Lender

By: _____
Name:
Its:

U.S. BANK, NATIONAL ASSOCIATION, as
Succeeding Administrative Agent and Lender

By: _____
Name:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written and effective as of the Third Amendment Effective Date.

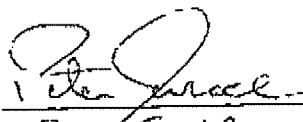
HOLDINGS
CLC HOLDING COMPANY

By: _____
Name:
Its:

COMPANY
ENSCAPE PUBLISHING, INC.
(f/k/a CLC ACQUISITION COMPANY)

By: _____
Name:
Its:

THE INDUSTRIAL BANK OF JAPAN TRUST
COMPANY (as successor by merger with IBI
Whitehall Bank & Trust Company), as
Administrative Agent. Resigning Administrative
Agent and Lender

By: 
Name: Peter E. Macco
Its: Senior Managing Director

U.S. BANK, NATIONAL ASSOCIATION, as
Succeeding Administrative Agent and Lender

By: _____
Name:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written and effective as of the Third Amendment Effective Date.

HOLDINGS
CLC HOLDING COMPANY

By: _____
Name:
Its:

COMPANY
INSCAPE PUBLISHING, INC.
(f/k/a CLC ACQUISITION COMPANY)

By: _____
Name:
Its:

**THE INDUSTRIAL BANK OF JAPAN TRUST
COMPANY** (as successor by merger with IBI
Whitehall Bank & Trust Company), as
Administrative Agent, Resigning Administrative
Agent and Lender

By: _____
Name:
Its:

**U.S. BANK, NATIONAL ASSOCIATION, as
Succeeding Administrative Agent and Lender**

By: Christopher P. J.
Name: Christopher P. J.
Its: APP

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