

11/21/03

TRAC

11-26-2003



102610094

Tab settings

To the Honorable Commissioner of Patents and Trademarks, 102610094 al documents or copy thereof.

1. Name of conveying Party(ies):  
Vegetarian Times, LLC

Individual(s)  Association  
 General partnership  Limited Partnership  
 Corporation-State  
 Other Limited Liability Company (DE)

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

2. Name and address of receiving Party(ies)

Name: MCG Capital Corporation  
 Internal Address: Suite 3000  
 Street Address: 1100 Wilson Boulevard  
 City: Arlington State: VA ZIP: 22209

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State DE  
 Other \_\_\_\_\_

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

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

Execution Date: October 14, 2003

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

A. Trademark Application No.(s)  
76/389,752 (VT Vegetarian Times) [Logo]  
76,389,755 (VT Vegetarian Times) [Logo]  
76/389,754 (VT Vegetarian Times) [Logo]

Additional numbers attached?  Yes  No

B. Trademark Registration No's

2,619,142 (Healthy Lifestyles)  
 2,280,852 (Low Fat & Fast)  
 2,268,500 (VV The Virtual Vegetarian)  
 2,268,499 (Vegetarian Times (Online Mag., Paper Prods))

**SEE ATTACHED SCHEDULE FOR FULL LIST OF TRADEMARKS**

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

Name: MCG Capital Corporation  
 Internal Address: Legal Affairs Division  
 Street Address:  
1100 Wilson Boulevard, Suite 3000  
 City: Arlington State: VA ZIP: 22209

6. Total Number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41):.....\$ 265.00

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. State 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.*

Kara Parmelee  November 21, 2003  
 Name of Person Signing Signature Date

Total number of pages including this cover sheet and any attachments: 45

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

11/25/2003 LMUELLER 00000074 76389752

01 FC:8521 40.00 OP  
 02 FC:8522 225.00 OP

**TRADEMARK**  
**REEL: 002869 FRAME: 0665**

SCHEDULE C

TRADEMARK COLLATERAL

**I. Registered Trademarks**

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
Healthy Lifestyles	United States	2,619,142
Low Fat & Fast	United States	2,280,852
VV the Virtual Vegetarian	United States	2,268,500
Vegetarian Times (Online Magazine, Paper Products)	United States	2,268,499
Natural Remedies	United States	2,161,107
Vegetarian Times (Recipe Cards)	United States	1,849,276
Vegetarian Times (Magazine)	United States	1,526,826

**II. Pending Trademark Applications**

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
VT Vegetarian Times (Logo)		United States	76/389,752	4/2/02	
VT Vegetarian Times (Logo)		United States	76/389,755	4/2/02	
VT Vegetarian Times (Logo)		United States	76/389,754	4/2/02	

**III. Trademark Licenses**

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
N/A						

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of October 14, 2003, by **VEGETARIAN TIMES, LLC** (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG CAPITAL CORPORATION (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders (as defined in the Credit Agreement referred to below).

## **RECITALS**

**WHEREAS**, Grantor and certain affiliated entities (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Administrative Agent and the Lenders for a senior secured credit facility consisting of a \$6,200,000 Term Loan A Facility and a \$4,000,000 Term Loan B Facility; and

**WHEREAS**, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of October 14, 2003 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of October 14, 2003 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

**WHEREAS**, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

**WHEREAS**, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed), and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Administrative Agent.

4. Power of Attorney. Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion regardless of whether a Default or Event of Default is occurring:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B,

and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

Grantor also hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion after the occurrence and during the continuance of an Event of Default, to take any other action and to execute any other instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Administrative Agent (at Grantor's request) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts

together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

**VEGETARIAN TIMES, LLC**

(as Grantor)

By: 

Name: Stephen Zumbalisk III

Title: Chief Executive Officer

Address: c/o Wind Point Partners  
One Town Square  
Suite 780  
Southfield, MI 48076

Telephone: (248) 945-7200

Facsimile: (248) 945-7200

**MCG CAPITAL CORPORATION**

(as Administrative Agent)

By: \_\_\_\_\_

Name: Andrew Jacobson

Title: Managing Director

Address: 1100 Wilson Boulevard  
Suite 3000  
Arlington, VA 22209

Telephone: (703) 247-7500

Facsimile: (703) 247-7505

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

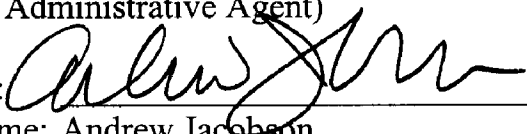
**VEGETARIAN TIMES, LLC**  
(as Grantor)

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

Address: c/o Wind Point Partners  
One Town Square  
Suite 780  
Southfield, MI 48076

Telephone: ( ) \_\_\_\_-\_\_\_\_  
Facsimile: ( ) \_\_\_\_-\_\_\_\_

**MCG CAPITAL CORPORATION**  
(as Administrative Agent)

By:  \_\_\_\_\_  
Name: Andrew Jacobson  
Title: Managing Director

Address: 1100 Wilson Boulevard  
Suite 3000  
Arlington, VA 22209

Telephone: (703) 247-7500  
Facsimile: (703) 247-7505



ACKNOWLEDGMENT

STATE OF Commonwealth of Virginia :  
 : SS  
COUNTY OF Henrico :

Before me, the undersigned, a Notary Public, on this 22<sup>nd</sup> day of October, 2003, personally appeared Efram Zimbalist III to me known personally, who, being by me duly sworn, did say that he/she is the Chief Executive Officer of **VEGETARIAN TIMES, LLC**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **VEGETARIAN TIMES, LLC** by authority of its manager, and the said CEO acknowledged said instrument to be his/her free act and deed.

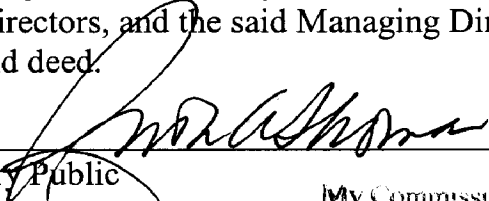
Julia M. Rourke  
Notary Public

My Commission Expires: May 31, 2005

**ACKNOWLEDGEMENT**

COMMONWEALTH OF VIRGINIA :  
: SS  
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 14<sup>th</sup> day of October, 2003, personally appeared Andrew Jacobson to me known personally, who, being by me duly sworn, did say that he is the Managing Director of **MCG CAPITAL CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Capital Corporation by authority of its Board of Directors, and the said Managing Director acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
January 31, 2004

My Commission Expires: \_\_\_\_\_

**SCHEDULE A****COPYRIGHT COLLATERAL**

Vegetarian Times, LLC

**I. Registered Copyrights**

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Vegetarian Times: Incorporating Well-Being. Issue: 278, Oct00	TX-5-331-663	November 30, 2000
Vegetarian Times: Incorporating Well-Being. Issue: 272, Apr00	TX-5-262-320	March 21, 2001
Issue: 273, May00		
Issue: 274, Jun00		
Issue: 275, Jul00	TX-5-262-321	March 21, 2001
Issue: 276, Aug00		
Issue: 277, Sep00		
Vegetarian Times: Incorporating Well-Being Issue: no. 270, Feb00	TX-5-147-715	April 26, 2000
A calendar just for vegetarians: 2001 / from the editors of Vegetarian times.	TX-5-311-838	August 24, 2000
The virtual vegetarian. -- Vol. 1, no. 1, Jan. 1997-. Issue: v. 3, no. 7, Jul99	TX-5-008-962	November 09, 1999
Issue: v. 3, no. 8, Aug99	TX-5-008-963	November 09, 1999
Issue: v. 3, no. 9, Sep99	TX-5-008-964	November 09, 1999

Issue: v. 3, no. 10, Oct99	TX-5-040-275	December 28, 1999
Issue: v. 3, no. 11, Nov99		
Issue: v. 3, no. 12, Dec99		
Vegetarian Times: Incorporating Well-Being.	TX-5-033-684	December 28, 1999
Issue: no. 263, Jul99		
Issue: no. 264, Aug99		
Issue: no. 265, Sep99		
Issue: no. 266, Oct99	TX-5-019-084	December 17, 1999
Issue: no. 267, Nov99		
Issue: no. 268, Dec99		
Issue: no. 269, Jan00	TX-5-090-419	April 26, 2000
Issue: no. 271, Mar00		
The virtual vegetarian. -- Vol. 1, no. 1, Jan. 1997-.	TX-4-938-328	March 29, 1999
Issue: v. 2, no. 5, May98		
Issue: v. 2, no. 6, Jun98	TX-4-938-327	March 29, 1999
Issue: v. 2, no. 7, Jul98	TX-4-938-326	March 29, 1999
Issue: v. 2, no. 8, Aug98	TX-4-938-325	March 29, 1999
Issue: v. 2, no. 9, Sep98	TX-4-938-324	March 29, 1999
Issue: v. 2, no. 10, Oct98	TX-4-938-323	March 29, 1999
Issue: v. 2, no. 11, Nov98	TX-4-938-322	March 29, 1999
Issue: v. 2, no. 12, Dec98	TX-4-938-321	March 29, 1999
Issue: v. 3, no. 1, Jan99	TX-4-938-320	March 29, 1999
Issue: v. 3, no. 2, Feb99	TX-4-938-318	March 29, 1999

Issue: v. 3, no. 3, Mar99	TX-4-938-319	March 29, 1999
Issue: v. 3, no. 4, Apr99	TX-4-949-292	May 03, 1999
Issue: v. 3, no. 5, May99	TX-4-964-347	June 28, 1999
Issue: v. 3, no. 6, Jun99	TX-4-964-348	June 28, 1999
Vegetarian Times: Incorporating Well-Being. Issue: 240, Aug97	TX-4-942-447	April 02, 1998
Issue: 241, Sep97		
Issue: 242, Oct97		
Issue: 243, Nov97	TX-4-942-448	April 02, 1998
Issue: 244, Dec97		
Issue: 245, Jan98	TX-4-942-446	April 02, 1998
Issue: 257, Jan99	TX-4-974-081	August 27, 1999
Issue: 258, Feb99	TX-4-974-082	August 27, 1999
Issue: 259, Mar99	TX-4-974-083	May 07, 1999
Issue: 260, Apr99	TX-4-974-080	May 07, 1999
A calendar just for vegetarians Page-A-Day, 2000	TX-5-045-296	September 14, 1999
Vegetarian Times recipe calendar 2000	TX-5-042-579	August 17, 1999
Vegetarian times low-fat & fast Mexican / from the editors of Vegetarian times magazine.	TX-5-023-291	August 02, 1999
Vegetarian times low-fat & fast Asian / from the editors of Vegetarian times magazine.	TX-5-023-289	August 02, 1999
Vegetarian times complete Thanksgiving cookbook / from the	TX-5-030-911	August 02, 1999

editors of Vegetarian times.		
Vegetarian times low-fat & fast Asian / from the editors of Vegetarian times magazine.	TX-4-990-471	June 01, 1999
The virtual vegetarian. -- Vol. 1, no. 1, Jan. 1997-.	TX-4-728-360	April 30, 1998
Issue: v. 1, no. 7, Jul97		
Issue: v. 1, no. 8, Aug97	TX-4-698-261	April 30, 1998
Issue: v. 1, no. 9, Sep97	TX-4-698-262	April 30, 1998
Issue: v. 1, no. 10, Oct97	TX-4-698-263	April 30, 1998
Issue: v. 1, no. 11, Nov97	TX-4-698-264	April 30, 1998
Issue: v. 1, no. 12, Dec97	TX-4-698-265	April 30, 1998
Issue: v. 2, no. 1, Jan98	TX-4-698-267	
Issue: v. 2, no. 2, Feb98	TX-4-698-266	April 30, 1998
Issue: v. 2, no. 3, Mar98	TX-4-698-268	April 30, 1998
Issue: v. 2, no. 4, Apr98	TX-4-728-361	April 30, 1998
Issue: no. 246, Feb98	TX-4-740-303	July 20, 1998
Issue: no. 247, Mar98		
Issue: no. 248, Apr98		
Issue: no. 249, May98	TX-4-740-304	July 20, 1998
Issue: no. 250, Jun98		
Issue: no. 251, Jul98		
Natural remedies. -- Mar. 1997-.	TX-4-610-095	January 07, 1998
Issue: Oct97		
Issue: Jan98	TX-4-673-996	May 20, 1998
Issue: Apr98		

Issue: Jun98		
The virtual vegetarian. -- Vol. 1, no. 1, Jan.1997-.	TX-4-510-156	July 28, 1997
Issue: v. 1, no. 1, Jan97		
Issue: v. 1, no. 2, Feb97	TX-4-510-155	July 28, 1997
Issue: v. 1, no. 3, Mar97	TX-4-510-154	July 28, 1997
Issue: v. 1, no. 4, Apr97	TX-4-510-153	July 28, 1997
Issue: v. 1, no. 5, May97	TX-4-510-152	July 28, 1997
Issue: v. 1, no. 6, Jun97	TX-4-510-151	July 28, 1997
Vegetarian Times: Incorporating Well-Being.	TX-4-512-298	July 22, 1997
Issue: no. 209, Jan95		
Issue: no. 210, Feb95	TX-4-512-230	July 22, 1997
Issue: no. 211, Mar95	TX-4-512-231	July 22, 1997
Issue: no. 236, Apr97	TX-4-498-066	June 30, 1997
Issue: no. 237, May97		
Issue: no. 238, Jun97		
Issue: no. 239, Jul97		
Natural remedies. -- Mar. 1997-.		
Issue: Mar97	TX-4-437-784	
Low-fat & fast	TX-4-431-220	February 03, 1997
Issue: spring-summer 95		
Issue: spring-summer 95	TX-4-459-049	March 7, 1997
Issue: winter-spring 96	TX-4-445-134	February 3, 1997
Issue: winter-spring 97	TX-4-459-050	April 07, 1997

Vegetarian Times: Incorporating Well-Being. Issue: no. 208, Dec94	TX-4-395-634	December 1, 1994
Issue: no. 227, Jul96; PUB 1Jul96	TX-4-388-813	December 20, 1996
Issue: no. 228, Aug96		
Issue: no. 229, Sep96		
Issue: no. 230, Oct96	TX-4-388-814	December 20, 1996
Issue: no. 231, Nov96		
Issue: no. 232, Dec96		
Issue: no. 233, Jan97	TX-4-448-876	April 07, 1997
Issue: no. 234, Feb97		
Issue: no. 235, Mar97		
Vegetarian times ; Vegetarian entertaining / from the editors of Vegetarian Times ; menus and recipes by Jay Solomon ; photography by Melanie Acevedo.	TX-4-346-228	September 26, 1996
Vegetarian beginner's guide / by the editors of Vegetarian times	TX-4-314-092	April 01, 1996
Vegetarian Times complete cookbook / by the editors of Vegetarian times and Lucy Moll.	TX-4-296-999	August 13, 1996
The Vegetarian times cookbook / by the editors of Vegetarian times, with Herbert T. Leavy.	TX-1-485-573	January 07, 1985
Vegetarian Times: Incorporating Well-Being. Issue: 206, Oct94	TX-4-122-858	December 01, 1994
Issue: 212, Apr95	TX-4-081-955	May 03, 1995



Issue: 213, May95	TX-4-120-328	May 03, 1995
Issue: 214, Jun95	TX-4-038-475	June 22, 1995
Issue: 215, Jul95	TX-4-120-860	September 12, 1995
Issue: 216, Aug95	TX-4-120-805	September 12, 1995
Issue: 217, Sep95	TX-4-120-861	September 12, 1995
Issue: 202, Jun94	TX-3-939-262	October 06, 1994
Issue: 203, Jul94	TX-3-939-263	October 06, 1994
Issue: 204, Aug94	TX-3-939-264	October 06, 1994
Issue: 205, Sep94	TX-3-939-261	October 06, 1994
Issue: 193, Aug93	TX-3-618-135	July 22, 1993
Issue: 197, Jan94	TX-3-826-703	May 11, 1994
Issue: 198, Feb94	TX-3-826-799	May 11, 1994
Issue: 199, Mar94	TX-3-826-801	May 11, 1994
Issue: 200, Apr94	TX-3-826-800	May 11, 1994
Issue: 201, May94	TX-3-826-798	May 11, 1994
Issue: 196, Dec93	TX-3-753-277	February 01, 1994
Issue: 189, May93	TX-3-570-700	May 24, 1993
Issue: 190, Jun93	TX-3-603-562	July 22, 1993
Issue: 191, Jul93	TX-3-603-563	July 22, 1993
Issue: 193, Sep93	TX-3-637-603	September 13, 1993
Issue: 194, Oct93	TX-3-660-861	October 29, 1993
Issue: 195, Nov93	TX-3-660-862	October 29, 1993
Issue: 157, Sep90	TX-3-473-642	February 01, 1993
Issue: 158, Oct90	TX-3-473-643	February 01, 1993

Issue: 159, Nov90	TX-3-473-644	February 01, 1993
Issue: 160, Dec90	TX-3-469-166	February 01, 1993
Issue: 161, Jan91	TX-3-469-214	February 01, 1993
Issue: 162, Feb91	TX-3-473-178	February 01, 1993
Issue: 163, Mar91	TX-3-473-177	February 01, 1993
Issue: 164, Apr91	TX-3-473-176	February 01, 1993
Issue: 165, May91	TX-3-469-165	February 01, 1993
Issue: 166, Jun91	TX-3-469-164	February 01, 1993
Issue: 167, Jul91	TX-3-473-173	February 01, 1993
Issue: 168, Aug91	TX-3-469-213	February 01, 1993
Issue: 169, Sep91	TX-3-469-212	February 01, 1993
Issue: 170, Oct91	TX-3-473-645	February 01, 1993
Issue: 171, Nov91	TX-3-469-211	February 01, 1993
Issue: 172, Dec91	TX-3-469-210	February 01, 1993
Issue: 173, Jan92	TX-3-473-179	February 01, 1993
Issue: 174, Feb92	TX-3-497-170	February 01, 1993
Issue: 175, Mar92	TX-3-473-253	February 01, 1993
Issue: 176, Apr92	TX-3-473-252	February 01, 1993
Issue: 177, May92	TX-3-473-180	February 01, 1993
Issue: 178, Jun92	TX-3-473-175	February 01, 1993
Issue: 179, Jul92	TX-3-473-174	February 01, 1993
Issue: 180, Aug92	TX-3-469-399	February 01, 1993
Issue: 181, Sep92	TX-3-497-169	February 01, 1993
Issue: 182, Oct92	TX-3-473-172	February 01, 1993

Issue: 183, Nov92	TX-3-473-171	February 01, 1993
Issue: 184, Dec92	TX-3-469-400	February 01, 1993
Issue: 185, Jan93	TX-3-447-560	January 26, 1993
Issue: 186, Feb93	TX-3-478-428	February 04, 1993
Issue: 187, Mar93	TX-3-486-845	April 05, 1993
Issue: 188, Apr93	TX-3-486-852	April 05, 1993
Issue: 113, Jan87	TX-2-941-809	August 10, 1990
Issue: 114, Feb87	TX-2-941-810	August 10, 1990
Issue: 115, Mar87	TX-2-941-802	August 10, 1990
Issue: 116, Apr87	TX-2-941-807	August 10, 1990
Issue: 117, May87	TX-2-941-805	August 10, 1990
Issue: 118, Jun87	TX-2-941-801	August 10, 1990
Issue: 120, Aug87	TX-2-941-798	August 10, 1990
Issue: 121, Sep87	TX-2-941-803	August 10, 1990
Issue: 122, Oct87	TX-2-876-900	August 10, 1990
Issue: 123, Nov87	TX-2-941-811	August 10, 1990
Issue: 124, Dec87	TX-2-876-896	August 10, 1990
Issue: 126, Feb88	TX-2-941-806	August 10, 1990
Issue: 127, Mar88	TX-2-876-893	August 10, 1990
Issue: 129, May88	TX-2-941-800	August 10, 1990
Issue: 130, Jun88	TX-2-941-804	August 10, 1990
Issue: 131, Jul88	TX-2-941-799	August 10, 1990
Issue: 132, Aug88	TX-2-872-611	August 10, 1990
Issue: 133, Sep88	TX-2-876-895	August 10, 1990

Issue: 134, Oct88	TX-2-941-808	August 10, 1990
Issue: 135, Nov88	TX-2-870-394	August 10, 1990
Issue: 136, Dec88	TX-2-876-894	August 10, 1990
Issue: 137, Jan89	TX-2-872-612	August 10, 1990
Issue: 138, Feb89	TX-2-872-610	August 10, 1990
Issue: 139, Mar89	TX-2-870-366	August 10, 1990
Issue: 140, Apr89	TX-2-870-353	August 10, 1990
Issue: 141, May89	TX-2-867-668	August 10, 1990
Issue: 142, Jun89	TX-2-870-387	August 10, 1990
Issue: 143, Jul89	TX-2-870-352	August 10, 1990
Issue: 144, Aug89	TX-2-870-355	August 10, 1990
Issue: 145, Sep89	TX-2-867-664	August 10, 1990
Issue: 146, Oct89	TX-2-867-665	August 10, 1990
Issue: 147, Nov89	TX-2-867-669	August 10, 1990
Issue: 148, Dec89	TX-2-870-401	August 10, 1990
Issue: 149, Jan90	TX-2-870-354	August 10, 1990
Issue: 150, Feb90	TX-2-870-356	August 10, 1990
Issue: 151, Mar90	TX-2-870-381	August 10, 1990
Issue: 152, Apr90	TX-2-867-663	August 10, 1990
Issue: 153, May90	TX-2-870-393	August 10, 1990
Issue: 154, Jun90	TX-2-870-386	August 10, 1990
Issue: 155, Jul90	TX-2-867-666	August 10, 1990
Issue: 156, Aug90	TX-2-867-667	August 10, 1990
Issue: no. 92, Apr85	TX-1-591-029	May 29, 1985

Issue: no. 94, Jun85	TX-1-591-028	May 29, 1985
Issue: no. 95, Jul85	TX-1-614-333	July 16, 1985
Issue: no. 96, Aug85	TX-1-628-036	August 02, 1985
Issue: no. 97, Sep85	TX-1-639-054	August 19, 1985
Issue: no. 87, Nov84	TX-1-468-098	December 03, 1984
Issue: no. 87, Nov84	TX-1-464-801	November 16, 1984
Issue: no. 88, Dec84	TX-1-468-097	December 03, 1984
Issue: no. 88, Dec84	TX-1-464-800	November 16, 1984
Issue: no. 89, Jan85	TX-1-483-600	December 31, 1984
Issue: no. 90, Feb85	TX-1-523-830	February 20, 1985
Issue: no. 91, Mar85	TX-1-544-860	March 19, 1985
Issue: 81, May84	TX-1-361-137	May 29, 1984
Issue: 82, Jun84	TX-1-362-063	May 31, 1984
Issue: 83, Jul84	TX-1-445-218	October 22, 1984
Issue: 84, Aug84	TX-1-445-217	October 22, 1984

## **II. Pending Copyright Applications**

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
N/A				

**III. Unregistered Copyrights**

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
N/A					

**IV. Copyright Licenses**

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
N/A					

**SCHEDULE B**

**PATENT COLLATERAL**

**I. Patents**

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
N/A			

**II. Pending Patent Applications**

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
N/A					

**III. Patent Licenses**

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
N/A					

SCHEDULE C

TRADEMARK COLLATERAL

**I. Registered Trademarks**

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
Healthy Lifestyles	United States	2,619,142
Low Fat & Fast	United States	2,280,852
VV the Virtual Vegetarian	United States	2,268,500
Vegetarian Times (Online Magazine, Paper Products)	United States	2,268,499
Natural Remedies	United States	2,161,107
Vegetarian Times (Recipe Cards)	United States	1,849,276
Vegetarian Times (Magazine)	United States	1,526,826

**II. Pending Trademark Applications**

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
VT Vegetarian Times (Logo)		United States	76/389,752	4/2/02	
VT Vegetarian Times (Logo)		United States	76/389,755	4/2/02	
VT Vegetarian Times (Logo)		United States	76/389,754	4/2/02	

**III. Trademark Licenses**

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
N/A						