

11/21/03

TRA

11-26-2003



Tab settings \* \* \* \*

102610111

To the Honorable Commissioner of Patents and

to record the attached original documents or copy thereof.

1. Name of conveying Party(ies):  
Southwest Art Publishing, LLC

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

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

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

3. Nature of conveyance:

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

Execution Date: October 14, 2003

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

A. Trademark Application No.(s)  
76,404,590 (Living West) [Design]

B. Trademark Registration No's  
2,634,637 (Art Source)  
2,634,636 (Southwest Art's Art Source)  
2,626,504 (Living West) [Words Only]  
1,305,865 (Southwest Art) [Design]  
1,305,863 (Southwest Art) [Words Only]

Additional numbers attached?  Yes  No

OFF/FINANCE  
NOV 21 10 03

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:.....

6

7. Total fee (37 CFR 3.41):.....\$ 165.00

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

Name of Person Signing

Signature

November 21, 2003

Date

Total number of pages including this cover sheet and any attachments: 31

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 00000075 76404590

01 FC:0521  
02 FC:0522

40.00 OP  
125.00 OP

TRADEMARK  
REEL: 002869 FRAME: 0720

SCHEDULE C

TRADEMARK COLLATERAL

**I. Registered Trademarks**

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
Living West (Design)	United States	76/404,590
Art Source	United States	2,634,637
Southwest Art's Art Source	United States	2,634,636
Living West (Words Only)	United States	2,626,504
Southwest Art (Design)	United States	1,305,865
Southwest Art (Words Only)	United States	1,305,863

**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>
N/A					

**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 **SOUTHWEST ART PUBLISHING, 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, reissuances 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 a 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:

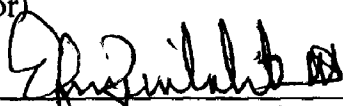
(a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Administrative Agent (at Grantor's request) will execute and deliver to Grantor (without 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.

**SOUTHWEST ART PUBLISHING, LLC**  
(as Grantor)

By:   
Name: Efraim Gimbalist 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.

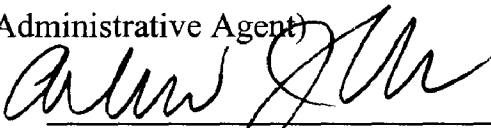
**SOUTHWEST ART PUBLISHING, LLC**  
(as Grantor)

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

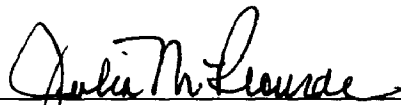
Telephone: (703) 247-7500  
Facsimile: (703) 247-7505



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 Efrem Zimbalist III to me known personally, who, being by me duly sworn, did say that he/she is the Chief Executive Officer of **SOUTHWEST ART PUBLISHING, LLC**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **SOUTHWEST ART PUBLISHING, LLC** by authority of its manager, and the said CEO acknowledged said instrument to be his/her free act and deed.


  
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**  
My Commission Expires: January 31, 2004

**SCHEDULE A**

**COPYRIGHT COLLATERAL**

Southwest Art Publishing, LLC

**I. Registered Copyrights**

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Issue: v. 29, no. 5, Oct99 Issue: v. 29, no. 6, Nov99 Issue: v. 29, no. 7, Dec99	TX-5-041-328	January 21, 2000
Issue: v. 29, no. 8, Jan00 Issue: v. 29, no. 9, Feb00 Issue: v. 29, no. 10, Mar00	TX-5-0440874	March 3, 2000
Issue: v. 29, no. 11, Apr00 Issue: v. 29, no. 12, May00 Issue: v. 30, no. 1, Jun00	TX-5-097-023	May 18, 2000
Issue: v. 28, no. 11, Apr99 Issue: v. 28, no. 12, May99 Issue: v. 29, no. 1, Jun99	TX-4-919-753	June 23, 1999
Issue: v. 29, no. 2, Jul99 Issue: v. 29, no. 3, Aug99 Issue: v. 29, no. 4, Sep99	TX-4-986-488	October 12, 1999
Issue: v. 28, no. 5, Oct98 Issue: v. 28, no. 6, Nov98 Issue: v. 28, no. 7, Dec98	TX-4-893-828	January 13, 1999
Issue: v. 28, no. 8, Jan99 Issue: v. 28, no. 9, Feb99 Issue: v. 28, no. 10, Mar99	TX-4-874-056	April 7, 1999
Issue: v. 27, no. 11, Apr98 Issue: v. 27, no. 12, May98 Issue: v. 27, no. 13, Jun98	TX-4-711-372	June 18, 1998
Issue: v. 28, no. 2, Jul98 Issue: v. 28, no. 3, Aug98 Issue: v. 28, no. 4, Sep98	TX-4-765-609	October 5, 1998
Issue: v. 27, no. 5, Oct97 Issue: v. 27, no. 6, Nov97	TX-4-592-884	December 8, 1997

Issue: v. 27, no. 7, Dec97

Issue: v. 27, no. 8, Jan98

Issue: v. 27, no. 9, Feb98

Issue: v. 27, no. 10, Mar98

Issue: v. 26, no. 8, Jan97

Issue: v. 26, no. 9, Feb97

Issue: v. 26, no. 10, Mar97

Issue: v. 26, no. 11, Apr97

Issue: v. 26, no. 12, May 97

Issue: v. 26, no. 13, Jun97

Issue: v. 27, no. 2, Jul97

Issue: v. 27, no. 3, Aug97

Issue: v. 27, no. 4, Sep97

Issue: v. 16, no. 12, May87

Issue: v. 17, no. 1, Jun87

Issue: v. 17, no. 2, Jul87

Issue: v. 17, no. 3, Aug87

Issue: v. 17, no. 4, Sep87

Issue: v. 17, no. 6, Nov87

Issue: v. 16, no. 7, Dec86

Issue: v. 16, no. 8, Jan87

Issue: v. 16, no. 9, Feb87

Issue: v. 16, no. 10, Mar87

Issue: v. 16, no. 11, Apr87

Issue: v. 15, no. 9, Feb86

Issue: v. 16, no. 1, Jun86

Issue: v. 16, no. 2, Jul86

Issue: v. 16, no. 4, Sep86

Issue: v. 16, no. 5, Oct86

Issue: v. 16, no. 6, Nov86

Issue: v. 15, no. 2, Jul85

Issue: v. 15, no. 8, Jan86

Issue: v. 15, no. 10, Mar86

Issue: v. 15, no. 11, Apr86

Issue: v. 15, no. 12, May86

Issue: v. 12, no. 4, Sep82

Issue: v. 14, no. 12, May 85

Issue: v. 15, no. 1, Jun85

Issue: v. 15, no. 3, Aug85

Issue: v. 15, no. 4, Sep85

Issue: v. 15, no. 5, Oct85

TX-4-668-599

TX-4-500-192

TX-4-500-185

TX-4-572-849

TX-2-087-222

TX-2-092-797

TX-2-099-478

TX-2-169-668

TX-2-148-478

TX-2-186-781

TX-1-991-937

TX-1-968-733

TX-2-000-888

TX-2-057-520

TX-2-056-205

TX-1-832-154

TX-1-827-627

TX-1-841-648

TX-1-911-402

TX-1-925-493

TX-1-943-294

TX-1-774-391

TX-1-722-717

TX-1-766-922

TX-1-777-296

TX-1-813-108

TX-1-228-628

TX-1-594-737

TX-1-594-736

TX-1-621-852

TX-1-652-259

TX-1-662-697

May 4, 1998

April 8, 1997

June 30, 1997

December 18, 1997

June 22, 1987

June 23, 1987

June 25, 1987

September 25, 1987

September 21, 1987

November 16, 1987

December 10, 1986

December 30, 1986

February 18, 1987

April 10, 1987

April 13, 1987

January 27, 1986

May 27, 1986

June 23, 1986

September 19, 1986

October 6, 1986

October 31, 1986

August 5, 1985

December 24, 1985

March 6, 1986

March 24, 1986

April 22, 1986

June 24, 1983

May 30, 1985

May 30, 1985

July 29, 1985

August 22, 1985

September 26, 1985

Issue: v. 15, no. 6, Nov85	TX-1-682-949	October 28, 1985
Issue: v. 15, no. 7, Dec85	TX-1-702-606	November 25, 1985
Issue: v. 14, no. 6, Nov84	TX-1-494-060	January 14, 1985
Issue: v. 14, no. 7, Dec84	TX-1-494-771	January 15, 1985
Issue: v. 14, no. 8, Jan85	TX-1-494-768	January 15, 1985
Issue: v. 14, no. 9, Feb85	TX-1-513-662	February 5, 1985
Issue: v. 14, no. 10, Mar85	TX-1-533-649	March 7, 1985
Issue: v. 14, no. 11, Apr85	TX-1-551-688	April 2, 1985
Issue: v. 13, no. 5, Oct83	TX-1-368-063	June 19, 1984
Issue: v. 13, no. 6, Nov83	TX-1-372-186	June 20, 1984
Issue: v. 13, no. 7, Dec83	TX-1-372-185	June 20, 1984
Issue: v. 13, no. 8, Jan84	TX-1-372-405	June 21, 1984
Issue: v. 13, no. 9, Feb84	TX-1-374-110	June 25, 1984
Issue: v. 13, no. 10, Mar84	TX-1-368-064	June 19, 1984
Issue: v. 13, no. 11, Apr84	TX-1-372-406	June 21, 1984
Issue: v. 13, no. 12, May84	TX-1-372-188	June 20, 1984
Issue: v. 14, no. 1, Jun84	TX-1-372-187	June 20, 1984
Issue: v. 14, no. 2, Jul84	TX-1-427-355	September 12, 1984
Issue: v. 14, no. 3, Aug84	TX-1-427-353	September 12, 1984
Issue: v. 14, no. 4, Sep84	TX-1-427-354	September 12, 1984
Issue: v. 14, no. 5, Oct84	TX-1-442-261	October 10, 1984
Issue: v. 12, no. 5, Oct82	TX-1-237-899	June 24, 1983
Issue: v. 10, no. 11, Apr81	TX-1-142-230	June 27, 1983
Issue: v. 10, no. 12, May81	TX-1-203-749	June 24, 1983
Issue: v. 11, no. 1, Jun81	TX-1-203-748	June 24, 1983
Issue: v. 11, no. 2, Jul81	TX-1-203-747	June 24, 1983
Issue: v. 11, no. 3, Aug81	TX-1-203-746	June 24, 1983
Issue: v. 11, no. 4, Sep81	TX-1-203-745	June 24, 1983
Issue: v. 11, no. 5, Oct81	TX-1-203-744	June 24, 1983
Issue: v. 11, no. 6, Nov81	TX-1-203-743	June 24, 1983
Issue: v. 11, no. 7, Dec81	TX-1-203-742	June 24, 1983
Issue: v. 11, no. 8, Jan82	TX-1-141-300	June 24, 1983
Issue: v. 11, no. 9, Feb82	TX-1-203-741	June 24, 1983
Issue: v. 11, no. 10, Mar82	TX-1-203-740	June 24, 1983
Issue: v. 11, no. 11, Apr82	TX-1-141-307	June 24, 1983
Issue: v. 11, no. 12, May82	TX-1-141-299	June 24, 1983
Issue: v. 12, no. 1, Jun82	TX-1-203-739	June 24, 1983
Issue: v. 12, no. 2, Jul82	TX-1-203-738	June 24, 1983
Issue: v. 12, no. 3, Aug82	TX-1-203-737	June 24, 1983
Issue: v. 12, no. 6, Nov82	TX-1-141-292	June 24, 1983
Issue: v. 12, no. 7, Dec82	TX-1-141-298	June 24, 1983
Issue: v. 12, no. 8, Jan83	TX-1-141-266	June 24, 1983
Issue: v. 12, no. 9, Feb83	TX-1-203-750	June 24, 1983
Issue: v. 12, no. 10, Mar83	TX-1-151-937	July 14, 1983
Issue: v. 12, no. 11, Apr83	TX-1-167-192	August 5, 1983
Issue: v. 12, no. 12, May83	TX-1-207-273	October 14, 1983

Issue: v. 13, no. 1, Jun83	TX-1-207-274	October 14, 1983
Issue: v. 13, no. 2, Jul83	TX-1-226-316	November 14, 1983
Issue: v. 13, no. 3, Aug83	TX-1-226-042	November 14, 1983
Issue: v. 10, no. 11, Apr81	TX-778-011	October 6, 1981
Issue: v. 10, no. 12, May81	TX-778-012	October 6, 1981
Issue: v. 11, no. 1, Jun81	TX-778-009	October 6, 1981
Issue: v. 11, no. 2, Jul81	TX-778-010	October 6, 1981
Issue: v. 10, no. 5, Oct80	TX-621-218	January 30, 1981
Issue: v. 10, no. 6, Nov80	TX-621-616	February 2, 1981
Issue: v. 10, no. 7, Dec80	TX-621-745	February 2, 1981
Issue: v. 10, no. 8, Jan81	TX-666-101	February 2, 1981
Issue: v. 10, no. 9, Feb81	TX-686-184	May 11, 1981
Issue: v. 10, no. 10, Mar81	TX-702-765	May 11, 1981
Issue: v. 9, no. 11, Apr80	TX-525-351	March 31, 1980
Issue: v. 9, no. 12, May80	TX-542-071	April 30, 1980
Issue: v. 10, no. 2, Jul80	TX-520-592	August 1, 1980
Issue: v. 10, no. 3, Aug80	TX-520-593	August 1, 1980
Issue: v. 10, no. 4, Sep80	TX-547-595	September 17, 1980
Issue: v. 7, no. 8, Jan78	TX-396-640	January 17, 1980
Issue: v. 7, no. 9, Feb78	TX-397-616	January 18, 1980
Issue: v. 7, no. 10, Mar78	TX-396-632	January 17, 1980
Issue: v. 7, no. 11, Apr78	TX-395-678	January 16, 1980
Issue: v. 7, no. 12, May78	TX-396-639	January 17, 1980
Issue: v. 8, no. 1, Jun78	TX-396-672	January 16, 1980
Issue: v. 8, no. 2, Jul78	TX-396-642	January 17, 1980
Issue: v. 8, no. 3, Aug78	TX-396-641	January 17, 1980
Issue: v. 8, no. 4, Sep78	TX-395-670	January 16, 1980
Issue: v. 8, no. 5, Oct78	TX-395-673	January 16, 1980
Issue: v. 8, no. 6, Nov78	TX-396-634	January 17, 1980
Issue: v. 8, no. 7, Dec78	TX-395-656	January 16, 1980
Issue: v. 8, no. 8, Jan79	TX-395-681	January 16, 1980
Issue: v. 8, no. 9, Feb79	TX-395-674	January 16, 1980
Issue: v. 8, no. 10, Mar79	TX-395-675	January 16, 1980
Issue: v. 8, no. 11, Apr79	TX-395-676	January 16, 1980
Issue: v. 8, no. 12, May79	TX-397-614	January 18, 1980
Issue: v. 9, no. 1, Jun79	TX-395-680	January 16, 1980
Issue: v. 9, no. 2, Jul79	TX-397-615	January 18, 1980
Issue: v. 9, no. 3, Aug79	TX-395-671	January 16, 1980
Issue: v. 9, no. 4, Sep79	TX-395-677	January 16, 1980
Issue: v. 9, no. 5, Oct79	TX-395-679	January 16, 1980
Issue: v. 9, no. 6, Nov79	TX-396-633	January 17, 1980
Issue: v. 9, no. 7, Dec79	TX-395-657	January 16, 1980
Issue: v. 9, no. 8, Jan80	TX-395-682	January 16, 1980
Issue: v. 9, no. 9, Feb80	TX-494-460	February 8, 1980
Issue: v. 9, no. 10, Mar80	TX-492-119	March 7, 1980
Issue: v. 10, no. 1, Jun80	TX-487-700	June 9, 1980

## 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 Title</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>
Living West (Design)	United States	76/404,590
Art Source	United States	2,634,637
Southwest Art's Art Source	United States	2,634,636
Living West (Words Only)	United States	2,626,504
Southwest Art (Design)	United States	1,305,865
Southwest Art (Words Only)	United States	1,305,863

**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>
N/A					

**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						