

RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office TRADEMARKS ONLY

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

1. Name of conveying party(ies): Finova Capital Corporation, successor-in-interest to IBJ Whitehall Bank & Trust Company. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other.

2. Name and address of receiving party(ies): Name: MBI Publishing Company LLC. Internal Address: Street Address: Galtier Plaza, Suite 200. City: St. Paul State: MN Zip: 55101. Includes checkboxes for citizenship and partnership types.

3. Nature of conveyance: Includes checkboxes for Assignment, Merger, Security Agreement, Change of Name, and Other (release of security interest). Execution Date: June 9, 2004.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See Attached. Additional number(s) attached checked.

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Nixon Peabody LLP. Internal Address: Suite 900. Street Address: 401 9th Street, N.W. City: Washington State: D.C. Zip: 20004-2128.

6. Total number of applications and registrations involved: 4. 7. Total fee (37 CFR 3.41) \$ 115.00. Includes checkboxes for Enclosed and Authorized to be charged to deposit account. 8. Deposit account number: 19-2380.

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document. Susan M. Freedman Name of Person Signing Signature Date June 23, 2004

Total number of pages including cover sheet, attachments, and document: 16

CH \$115.00 192380 2216796

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

NVA299078.1

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TRADEMARK REEL: 002878 FRAME: 0284

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Registration No.</u>	<u>Date Registered</u>
Bicycle Books	2,215,796 (U.S.)	1/5/99
Cycle Pro	2,203,626 (U.S.)	11/17/98
Powertech	2,362,594 (U.S.)	6/27/00
The Greatest Books on Two Wheels	2,258,489 (U.S.)	7/6/99

Trademark Security Agreement - MBI

EXECUTION COPY

FIRST AMENDMENT TO FIRST AMENDED AND RESTATED CRÉDIT AGREEMENT

FIRST AMENDMENT TO FIRST AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment"), dated as of October 18, 2002, among MBI PUBLISHING COMPANY LLC, a Delaware limited liability company (the "Company"), the SUBSIDIARY GUARANTORS party hereto, the LENDERS party hereto, and THE INDUSTRIAL BANK OF JAPAN TRUST COMPANY (as successor by merger with IBJ Whitehall Bank & Trust Company), a New York banking corporation ("IBJTC"), as agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent"), and as Issuing Lender and UNION BANK OF CALIFORNIA, N.A. ("Union Bank"), as successor Issuing Lender (in such capacity, the "Successor Issuing Lender").

RECITALS

WHEREAS, the parties to this Amendment have entered into that certain Credit Agreement, dated as of February 1, 2000, as amended and restated on July 25, 2001, among the Company, the Subsidiary Guarantors party thereto, the Administrative Agent, and the Lenders party thereto (as heretofore amended, the "Existing Credit Agreement"; as further amended by this Amendment, the "Credit Agreement");

WHEREAS, IBJTC has advised the Company and the Lenders that it intends to assign its Loans and other rights and obligations as a Lender under the Existing Credit Agreement in connection with a securitization transaction;

WHEREAS, IBJTC and Finova Capital Corporation ("Finova") desire that, prior to the assignment of IBJTC's Loans, Finova replace IBJTC as Administrative Agent under the Existing Credit Agreement;

WHEREAS, IBJTC and Successor Issuing Lender desire that, prior to the assignment of IBJTC's Loans, Successor Issuing Lender replace IBJTC as Issuing Lender under the Existing Credit Agreement; and

WHEREAS, the parties hereto desire to consent to such replacements and to amend the Existing Credit Agreement and the other Loan Documents in connection therewith.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I

Definitions

Capitalized terms used in this Amendment, including in the preliminary statements hereto, and not otherwise defined herein, shall have the meanings given to them in the Existing Credit Agreement.

ARTICLE II

Agency and Issuing Lender Succession

2.1 Pursuant to Section 9.08 of the Existing Credit Agreement, effective as of November 1, 2002 (i) IBJTC resigns as the Administrative Agent under the Existing Credit Agreement and the other Loan Documents (IBJTC, in such capacity as retiring Administrative Agent, is referred to herein as "Retiring Agent"), (ii) the Required Lenders appoint Finova as the successor Agent under the Existing Credit Agreement and the other Loan Documents (Finova, in such capacity as successor Administrative Agent, is referred to herein as "Successor Agent"), and (iii) Successor Agent accepts its appointment as the successor Administrative Agent under the Existing Credit Agreement and the other Loan Documents.

2.2 In connection with the agency succession described in the foregoing Section 2.1, without the need for any further action, (i) Successor Agent shall succeed to and become vested with all of the rights, powers, appointments and duties as Administrative Agent under the Loan Documents, (ii) Retiring Agent's appointment, powers and duties as Administrative Agent under the Loan Documents shall terminate, (iii) all protective provisions of the Existing Credit Agreement set forth in Article IX thereof shall inure to Retiring Agent's benefit as to any actions taken or omitted to be taken by Retiring Agent while it served as Administrative Agent under the Loan Documents, (iv) Successor Agent shall bear no responsibility for any actions taken or omitted to be taken by Retiring Agent while it served as Administrative Agent under the Loan Documents, (v) each of Retiring Agent, Company, the Subsidiary Guarantors and the Lenders authorizes Successor Agent to file any Uniform Commercial Code assignments or amendments and control agreements that Successor Agent deems necessary or desirable to evidence Successor Agent's succession as Administrative Agent under the Existing Credit Agreement and the other Loan Documents, (vi) Retiring Agent agrees to promptly deliver to Successor Agent any tangible personal Collateral securing the Obligations that is currently in the possession of the Retiring Agent (such as stock certificates, notes and the like) and (vii) each of Retiring Agent, the Company and the Lenders agree, upon the reasonable request of Successor Agent, to take such additional actions and to execute and deliver such other documents and instruments as Successor Agent may reasonably request to effect Successor Agent's succession as Administrative Agent under the Loan Documents. Without limiting the generality of the foregoing, on November 1, 2002 Retiring Agent shall assign to the Successor Agent all liens and security interests in the Collateral, all of which shall remain in full force and effect.

2.3 Effective as of November 1, 2002 (i) IBJTC resigns as the Issuing Lender under the Existing Credit Agreement and the other Loan Documents, (ii) the parties hereto agree that the Successor Issuing Lender shall become the "Issuing Lender" under the Existing Credit Agreement, and (iii) Successor Issuing Lender accepts its appointment as the successor Issuing Lender under the Existing Credit Agreement and the other Loan Documents.

ARTICLE III

Amendments To Existing Credit Agreement And Loan Documents

Subject to the satisfaction of conditions set forth in Article VI below but with effect as of November 1, 2002, the parties hereto agree to the following amendment to the Loan Documents:

3.1 Each reference to "IBJ Whitehall, as Administrative Agent" or any reference of like import set forth in the Credit Agreement and the other Loan Documents shall be deleted and replaced with a reference to "Finova" or "Finova, as Administrative Agent", as appropriate. *

3.2 The following definition shall be added to Section 1.01 of the Existing Credit Agreement in its appropriate alphabetical order:

"First Amendment" means that certain First Amendment to First Amended and Restated Credit Agreement, dated as of October 18, 2002, among the Company, the Subsidiary Guarantors party thereto, the Lenders party thereto, IBJTC, as Retiring Agent, Finova, as successor Administrative Agent and Union Bank, as Successor Issuing Lender.

"Finova" means Finova Capital Corporation. *

3.3 The following definitions set forth in Section 1.01 of the Existing Credit Agreement shall be amended and restated in their entirety as follows:

"Issuing Lender" means Union Bank, in its capacity as issuer of Letters of Credit hereunder, and its successors in such capacity.

"Principal Office" means the principal office of Finova located, on the date hereof, at 4800 North Scottsdale Road, Scottsdale, Arizona 85251.

3.4 Successor Agent specifies that its address for any and all notices under the Existing Credit Agreement and the other Loan Documents shall be the address set forth under the signature block below.

ARTICLE IV

Transfers Of Accounts

4.1 As soon as possible but in no event later than November 1, 2002, the Company and the Subsidiary Guarantors shall open one or more deposit accounts, or designate existing accounts, with a bank acceptable to the Lenders (provided, however, that The RiverBank shall be deemed a bank acceptable to the Lenders) (the "New Accounts") which correspond to all cash collateral accounts, operating accounts and any other account maintained by the Company and/or the Subsidiary Guarantors with the Retiring Agent (except for the Cash Collateral Account which shall be terminated no later than November 1, 2002) (collectively, the "Existing IBJTC Accounts"). The

Company and the Subsidiary Guarantors agree to close all the Existing IBJTC Accounts no later than December 1, 2002.

4.2 On and after the date of opening of the New Accounts pursuant to Section 4.1 hereof, IBJTC agrees (i) to follow its usual operating procedures for depositing in the Existing IBJTC Accounts all remittances received by it in respect of any accounts receivable owed to the Company and (ii) to the extent that the amount of available collected funds in the Existing IBJTC Accounts on any Business Day exceeds [] IBJTC shall, within three business days, transfer *REDACTED* such excess funds to the New Accounts, as designated by Finova.

4.3 As soon as possible but in no event later than November 15, 2002, (i) the Company and the Subsidiary Guarantors shall have used commercially reasonable efforts to cause the bank holding the New Accounts to enter into control agreements with (and reasonably satisfactory to) the Successor Agent with respect to the New Accounts as supplemental Security Documents securing the Obligations. If the Company and the Subsidiary Guarantors fail to cause the bank holding the New Accounts to enter into such control agreements with the Successor Agent with respect to the New Accounts, the Successor Agent may, at its option, require that the Company and the Subsidiary Guarantors transfer the New Accounts to another bank which will enter into such control agreements with the Successor Agent with respect to such New Accounts.

4.4 The Company, the Subsidiary Guarantors and Finova hereby indemnify IBJTC from, and hold IBJTC harmless against, all losses, liabilities, charges, fees and expenses that IBJTC may incur as a result of any non-payment, claim or refund or charge back of any checks or other items which have been credited by IBJTC to the New Accounts. In the event that the Company or any Subsidiary Guarantor shall fail to pay any amounts required to be paid by them as described above promptly following receipt of an invoice therefor, IBJTC shall have the right to set off such amounts against any balances in the Existing IBJTC Accounts.

4.5 On and after the date of opening of the New Accounts pursuant to Section 4.1 hereof, for the purposes of the Existing Credit Agreement, any and all reference to the Cash Collateral Account, operating accounts, or any other account holding shall mean a reference to the respective New Account established for that purpose.

ARTICLE V

Representations And Warranties

Each party to this Agreement represents and warrants to the other parties hereto that it has full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the provisions hereof, that this Agreement has been duly authorized, executed and delivered by such party and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.

ARTICLE VI

Conditions Precedent

This Amendment shall become effective on such date as each of the following conditions precedent shall have been satisfied (the "First Amendment Effective Date"):

(a) the Retiring Agent, the Successor Agent and the Successor Issuing Lender shall have received counterparts of this Amendment that, when taken together, bear the signatures of the Retiring Agent, the Successor Agent, the Required Lenders and the Company;

(b) IBJTC shall pay to Finova a one-time administrative fee of [] REDACTED

(c) as of the First Amendment Effective Date, no event shall have occurred and be continuing that would constitute a Default or Event of Default.

ARTICLE VII

Miscellaneous

7.1 Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent or any Lender under the Loan Documents, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

7.2 The Company and the Subsidiary Guarantors shall not be responsible for the payment of any of the Lenders', the Successor Agent's or the Retiring Agent's fees or expenses in connection with this Amendment.

7.3 The Company and the Subsidiary Guarantors represent and warrant to the Lenders, the Retiring Agent and the Successor Agent that, after giving effect to this Amendment, (a) each of the representations and warranties of the Company and the Subsidiary Guarantors in Article V of the Existing Credit Agreement and in the other Loan Documents (subject to Section 5.21(d) of the Existing Credit Agreement) are true and complete on the date hereof, with the same force and effect as if made on and as of the date hereof (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date), as if each reference in said Article V or in each such Loan Document to "this Agreement" included reference to the Existing Credit Agreement, and (b) no Default or Event of Default has occurred and is continuing.

7.4 This Amendment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the Lenders. Neither the Company's or any Subsidiary Guarantor's rights or obligations hereunder or any interest therein, nor those of any affiliate thereof, may be assigned or delegated thereby without the prior written consent of all of the Lenders.

7.5 In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

7.6 This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. Section headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

7.7 THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IBJ WHITEHALL MEDIA & CO

002

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

[THE INDUSTRIAL BANK OF JAPAN TRUST COMPANY (as successor by merger with IBJ Whitehall Bank & Trust Company), as a Lender, Issuing Lender and as Retiring Agent] *

By: Lance M Zarembo
Name: Lance M Zarembo
Title: Director

UNION BANK OF CALIFORNIA, N.A., as a Lender and as Issuing Lender

By: _____
Name:
Title:

[FINOVA CAPITAL CORPORATION, as a Lender and as Successor Agent] *

By: _____
Name:
Title:

10/18/2002 10:09 UBDC SAD SOUTH + 818669472443

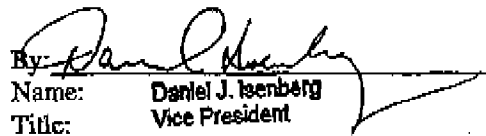
NO. 794 0002

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

THE INDUSTRIAL BANK OF JAPAN TRUST COMPANY (as successor by merger with IBJ Whitehall Bank & Trust Company), as a Lender, Issuing Lender and as Retiring Agent

By: _____
Name:
Title:

UNION BANK OF CALIFORNIA, N.A., as a Lender and as Issuing Lender

By: 
Name: Daniel J. Isenberg
Title: Vice President

FINOVA CAPITAL CORPORATION, as a Lender and as Successor Agent

By: _____
Name:
Title:

OCT. 19. 2002 5:02PM FINOVA CAPITAL

NO. 864 P. 2

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

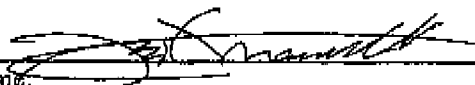
THE INDUSTRIAL BANK OF JAPAN TRUST COMPANY (as successor by merger with IBJ Whitehall Bank & Trust Company), as a Lender, Issuing Lender and as Retiring Agent

By: _____
Name:
Title:

UNION BANK OF CALIFORNIA, N.A., as a Lender and as Issuing Lender

By: _____
Name:
Title:

FINOVA CAPITAL CORPORATION, as a Lender and as Successor Agent

By: 
Name: _____
Title: Scott A. Maxwell
Vice President
FINOVA Capital Corporation

.10/18/02 FRI 13:52 FAX 715 294 4464

MBI PUB.

000

MBI PUBLISHING COMPANY LLC

By: Randon Q. Roland

Name: Randon Q. Roland

Title: Vice President, Chief Financial Officer

CLASSIC MOTOR BOOKS, LLC

By: Randon Q. Roland

Name: Randon Q. Roland

Title: Vice President, Chief Financial Officer

MOTOR BOOKS INTERNATIONAL, LLC

By: Randon Q. Roland

Name: Randon Q. Roland

Title: Vice President, Chief Financial Officer

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P.03

- 2 -

3. Wire instructions. The Payoff Amount shall be transferred by wire to the Administrative Agent for the Lenders' account in accordance with the following instructions:

FINOVA Capital Corporation
4800 North Scottsdale Road
Scottsdale, Arizona 85251
ABA No.: 011-900-571
Account No: 9429024663
Attention: Larry Pearce
Reference: MBI Publishing

4. Release of liens; Notes. Concurrently with the receipt by the Administrative Agent of the Payoff Amount, the Administrative Agent agrees that all Liens and other collateral interests in favor of the Administrative Agent under the Loan Documents shall thereupon be deemed terminated and released, and to evidence the foregoing the Administrative Agent agrees promptly to deliver to the Company and the Subsidiary Guarantors, or their designee, such UCC termination statements and other releases and discharges as shall reasonably be requested by the Company. In addition, the Administrative Agent will, upon receipt of the Payoff Amount, forward the pledged stock certificates to the attention of Stavros D. Adamidis, Esq., at Nixon Peabody LLP, 437 Madison Avenue, New York, NY 10022.

5. Effect on Loan Documents; Termination of Commitments. Except as otherwise provided herein, this letter shall not be construed as a modification or waiver of any terms or conditions of the Credit Agreement or the other Loan Documents, all of which shall continue in full force and effect until receipt by the Lenders in full of the Payoff Amount; provided that all commitments of the Lenders under the Credit Agreement (including without limitation any revolving credit commitments) which theretofore shall not have expired shall be deemed terminated concurrently with the payment of the Payoff Amount. Upon Administrative Agent's receipt of the Payoff Amount all Obligations of the Company and the Subsidiary Guarantors to the Lenders and the Administrative Agent under the Credit Agreement, the Notes and other Loan Documents shall be deemed to be and shall be, paid and satisfied in full and all Obligations of any Person thereunder will be discharged, terminated and of no further force or effect except as otherwise provided in Section 10.10 of the Credit Agreement.

6. Expenses. Notwithstanding any terms herein to the contrary (including without limitation the payment by the Company of the Payoff Amount and the release and termination pursuant to paragraph 4 hereof), the Company agrees to pay such fees and expenses specified in Section 10.06 of the Credit Agreement, including without limitation the reasonable fees and expenses of the Administrative Agent's outside counsel in connection with the transactions contemplated hereby (it being acknowledged by the Administrative Agent that the Payoff Amount is inclusive of the fees and expenses of the Administrative Agent's counsel estimated through the Payoff Date).

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- 3 -

7. Effect of this letter. This letter shall become a legally binding agreement between the Administrative Agent and the Company upon the Company's acceptance hereof. Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as the Company's new lender and agent, is entitled to rely on the matters set forth herein.

FINOVA CAPITAL CORPORATION, as
Administrative Agent

By: 
Name: Larry W. Pearce
Title: AVP

Accepted and Agreed:

MBI PUBLISHING COMPANY LLC

By: _____
Name:
Title:

06/09/2004
No. 2659 P. 3/3

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** TOTAL PAGE.04 **

7. Effect of this letter. This letter shall become a legally binding agreement between the Administrative Agent and the Company upon the Company's acceptance hereof. Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as the Company's new lender and agent, is entitled to rely on the matters set forth herein.

FINOVA CAPITAL CORPORATION, as
Administrative Agent

By: _____
Name: Larry W. Pearce
Title: AVP

Accepted and Agreed:

MBI PUBLISHING COMPANY LLC

By: 
Name: Randon Roland
Title: President and Chief Executive Officer