

Form PTO-1594 (Rev. 03/01) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
TRADEMARKS ONLY
 OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):
 MBI Publishing Company LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware Limited Liability Corporation

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

2. Name and address of receiving party(ies)
 Name: Merrill Lynch Capital, a Division of Merrill Lynch Business & Financial Internal Services, Inc.
 Address: 16th Floor
 Street Address: 222 N. LaSalle Street
 City: Chicago State: IL Zip: 60601

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 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 Merger
 Security Agreement Change of Name
 Other

Execution Date: June 15, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE A

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
SEE ATTACHED SCHEDULE A

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

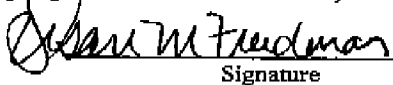
6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41)\$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-2380
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Susan M. Freedman  June 24, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

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

W314528.1

CH \$140.00 192380 76521297

SCHEDULE ATRADEMARK 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 APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Car-a-Day Calendar	76/521,297 (US)	6/6/03

Trademark Security Agreement - MBI

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of June, 2004 by MBI Publishing Company LLC, a Delaware limited liability company ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, Grantee and certain other obligors (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- and

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MBI PUBLISHING COMPANY LLC

By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: James Dunleavy
Name: James Dunleavy
Title: Director

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
Zab Zenith Aviation Books	8227 (MN)	12/29/82
Common Law Trademarks: MBI Motorbooks Motorbooks International MBI Publishing Crestline Zenith Press Bayview	N/A	N/A
Tradenames: MBI Publishing Company Classic Motorbooks Motorbooks International	N/A	N/A

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Car-a-Day Calendar	76/521,297 (US)	6/6/03

Trademark Security Agreement - MBI

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MBI PUBLISHING COMPANY LLC

By: Randon Roland
Name: Randon Roland
Title: President and CEO

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: _____
Name: James J. Dunleavy
Title: Director

TRADEMARK SECURITY AGREEMENT - MBI