

4/15/04

01-20-2004

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Tab settings * * * *

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

1. Name of conveying Party(ies):
Cruz Bay Publishing, Inc.

2004 APR 15 AM 9:14

FINANCE SECTION

- Individual(s)
- General partnership
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: October 14, 2003

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

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

A. Trademark Application No.(s)

B. Trademark Registration No's

- ~~1,665,286 (Log Home Living)~~
- 1,666,700 (Log Home Living)
- 1,838,495 (Timber Frame Homes)
- 2,673,419 (Timber Frame Homes)
- 2,252,199 (Building Systems)
- 2,252,200 (Building Systems Magazine)

Additional numbers attached? Yes No

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

Kara Parmelee
Signature

April 14, 2004
Date

Total number of pages including this cover sheet and any attachments: 17

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.

04/19/2004 EC00PER 00000085 1665286

01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

**TRADEMARK
REEL: 002951 FRAME: 0855**

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 **CRUZ BAY PUBLISHING, INC.** (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 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:

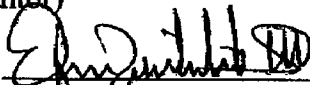
(a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Administrative Agent (at Grantor's request) will execute and deliver to Grantor (without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

CRUZ BAY PUBLISHING, INC.
(as Grantor)

By: 
Name: Stephen Zimbalist III
Title: President

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

Telephone: (248) 945-7200
Facsimile: (248) 945-7220

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.

CRUZ BAY PUBLISHING, INC.
(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

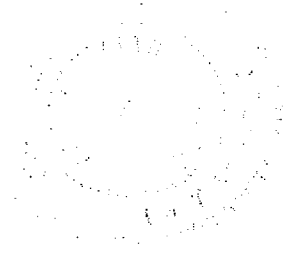
ACKNOWLEDGMENT

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

Before me, the undersigned, a Notary Public, on this 22nd day of October, 2003, personally appeared Efrem Zimbatist III to me known personally, who, being by me duly sworn, did say that he/she is the President of **CRUZ BAY PUBLISHING, INC.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **CRUZ BAY PUBLISHING, INC.** by authority of its board of directors, and the said President acknowledged said instrument to be his/her free act and deed.

Julia M. Lence
Notary Public

My Commission Expires: May 31, 2003



ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :
: SS
COUNTY OF ARLINGTON :

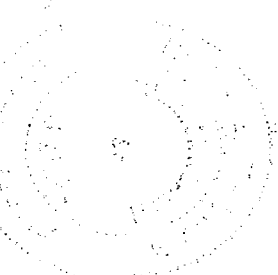
Before me, the undersigned, a Notary Public, on this 14th day of October, 2003, personally appeared Andrew Jacobson to me known personally, who, being by me duly sworn, did say that he is the Managing Director of **MCG CAPITAL CORPORATION**, and that said instrument (i.e., the Intellectual Property Security 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



**UPDATE TO
SCHEDULES TO IP SECURITY AGREEMENT
OF CRUZ BAY PUBLISHING, INC.**

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
See attached.		

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>
See attached.				

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 to IP Security Agreement – Cruz Bay Publishing, Inc.

▪ COPYRIGHT REGISTRATIONS:

Magazine	Volume	Issue Number	Issue Month	Issue Year	Copyright Registration Number
Log Home Living	21	12	December	2004	Forthcoming
Log Home Living	21	11	November	2004	Forthcoming
Log Home Living	21	10	October	2004	Forthcoming
Log Home Living	21	9	September	2004	Forthcoming
Log Home Living	21	8	August	2004	Forthcoming
Log Home Living	21	7	July	2004	Forthcoming
Log Home Living	21	6	June	2004	Forthcoming
Log Home Living	21	5	May	2004	Forthcoming
Log Home Living	21	4	April	2004	Forthcoming
Log Home Living	21	3	March	2004	Applied For
Log Home Living	21	2	February	2004	Applied For
Log Home Living	21	1	January	2004	Applied For
Log Home Living	20	12	December	2003	Applied For
Log Home Living	20	11	November	2003	Applied For
Log Home Living	20	10	October	2003	Applied For
Log Home Living	20	9	September	2003	Applied For
Log Home Living	20	8	August	2003	Applied For
Log Home Living	20	7	July	2003	TX 5-673-603
Log Home Living	20	6	June	2003	TX 5-727-051
Log Home Living	20	5	May	2003	TX 5-730-658
Log Home Living	20	4	April	2003	
Log Home Living	20	3	March	2003	TX 5-668-110
Log Home Living	20	2	February	2003	TX 5-685-302
Log Home Living	20	1	January	2003	TX 5-687-500
Log Home Living	19	12	December	2002	TX 5-694-334
Log Home Living	19	11	November	2002	TX 5-620-131
Log Home Living	19	10	October	2002	TX 5-670-568
Log Home Living	19	9	September	2002	TX 5-647-546
Log Home Living	19	8	August	2002	TX 5-675-458
Log Home Living	19	7	July	2002	TX 5-647-852
Log Home Living	19	6	June	2002	TX 5-656-809
Log Home Living	19	5	May	2002	TX 5-582-174
Log Home Living	19	4	April	2002	TX 5-590-002
Log Home Living	19	3	March	2002	TX 5-675-456
Log Home Living	19	2	February	2002	TX 5-615-146
Log Home Living	19	1	January	2002	TX 5-530-384
Log Home Living	18	12	December	2001	TX 5-530-309
Log Home Living	18	11	November	2001	TX 5-526-047
Log Home Living	18	10	October	2001	TX 5-531-201
Log Home Living	18	9	September	2001	TX 5-536-144
Log Home Living	18	8	August	2001	TX 5-536-359
Log Home Living	18	7	July	2001	TX 5-530-387
Log Home Living	18	6	June	2001	TX 5-322-536
Log Home Living	18	5	May	2001	TX 5-318-276
Log Home Living	18	4	April	2001	TX 5-322-561

Magazine	Volume	Issue Number	Issue Month	Issue Year	Copyright Registration Number
Log Home Living	18	3	March	2001	TX 5-339-001
Log Home Living	18	2	February	2001	TX 5-338-979
Log Home Living	18	1	January	2001	TX 5-318-277
Log Home Living	17	12	December	2000	TX 5-202-383
Log Home Living	17	11	November	2000	TX 5-208-823
Log Home Living	17	10	October	2000	TX 5-208-773
Log Home Living	17	9	September	2000	TX 5-197-275
Log Home Living	17	8	August	2000	TX 5-197-276
Log Home Living	17	7	July	2000	TX 5-101-259
Log Home Living	17	6	June	2000	TX 5-101-260
Log Home Living	17	5	May	2000	TX 5-106-134
Log Home Living	17	4	April	2000	TX 5-103-594
Log Home Living	17	3	March	2000	TX 5-101-258
Log Home Living	17	2	February	2000	TX 5-054-447
Log Home Living	17	1	January	2000	TX 5-052-048
Log Home Living	16	12	December	1999	TX 5-052-047
Log Home Living	16	11	November	1999	TX 5-004-837
Log Home Living	16	10	October	1999	TX 4-997-955
Log Home Living	16	9	September	1999	TX 4-997-954
Log Home Living	16	8	August	1999	TX 4-956-095
Log Home Living	16	7	July	1999	TX 4-956-078
Log Home Living	16	6	June	1999	TX 4-956-306
Log Home Living	16	5	May	1999	TX 4-956-106
Log Home Living	16	4	April	1999	TX 4-903-651
Log Home Living	16	3	March	1999	TX 4-888-051
Log Home Living	16	2	February	1999	TX 4-714-382
Log Home Living	16	1	January	1999	TX 4-863-316
Log Home Living	15	11	December	1998	TX 4-892-869
Log Home Living	15	10	November	1998	TX 5-483-932
Log Home Living	15	9	October	1998	TX 4-868-913
Log Home Living	15	8	September	1998	TX 5-482-785
Log Home Living	15	7	August	1998	TX 4-771-280
Log Home Living	15	6	July	1998	TX 4-731-157
Log Home Living	15	5	June	1998	TX 4-731-156
Log Home Living	15	4	May	1998	TX 4-669-299
Log Home Living	15	3	April	1998	TX 4-669-298
Log Home Living	15	2	March	1998	TX 4-755-125
Log Home Living	15	1	January/February	1998	TX 4-631-638
Log Home Living	14	11	December	1997	TX 4-611-995
Log Home Living	14	10	November	1997	TX 4-611-994
Log Home Living	14	9	October	1997	TX 4-612-488
Log Home Living	14	8	September	1997	TX 4-534-395
Log Home Living	14	7	July/August	1997	TX 4-534-384
Log Home Living	14	6	June	1997	TX 4-535-863
Log Home Living	14	5	April	1997	TX 4-487-557
Log Home Living	14	4	March/April	1997	TX 4-453-618
Log Home Living	14	3	February	1997	TX 4-436-768

Magazine	Volume	Issue Number	Issue Month	Issue Year	Copyright Registration Number
Log Home Living	13	6	October	1996	TX 4-364-927
Log Home Living	13	5	August	1996	TX 4-316-416
Log Home Living	13	4	June	1996	TX 4-270-839
Log Home Living	13	3	April	1996	TX 4-262-872
Log Home Living	13	2	February	1996	TX 4-072-742
Log Home Living Plansbook	4	1	March	1996	TX 4-226-591
Log Home Living	12	6	November	1995	TX 4-126-913
Log Home Living	12	5	September	1995	TX 4-174-790
Log Home Living	12	4	July	1995	TX 4-160-561
Log Home Living	12	3	May	1995	TX 4-174-791
Log Home Living	11	6	November	1994	TX 3-962-790
Log Home Living	11	5	September	1994	TX 3-962-791
Log Home Living	11	4	June/July	1994	TX 3-923-959
Log Home Living	11	3	April/May	1994	TX 3-825-442
Log Home Living	11	2	February/March	1994	TX 3-745-860
Log Home Living	10	6	October/November	1993	TX 3-686-483
Log Home Living	10	5	August/September	1993	TX 3-660-783
Log Home Living	10	4	June/July	1993	TX 3-660-784
Log Home Living	10	3	April/May	1993	TX 3-676-455
Log Home Living	10	2	February/March	1993	TX 3-504-124
Log Home Plans				1993	TX 3-502-042
Log Home Living	9	6	October/November	1992	TX 3-399-606
Log Home Living	9	5	August/September	1992	TX 3-396-693
Log Home Living	9	4	June/July	1992	TX 3-340-777
Log Home Living	9	3	April/May	1992	TX 3-296-476
Log Home Living	9	2	February/March	1992	TX 3-264-267
Log Home Living	8	6	October/November	1991	TX 3-204-102
Log Home Living	8	5	August/September	1991	TX 3-137-280
Log Home Living	8	4	June/July	1991	TX 3-182-191
Log Home Living	8	3	April/May	1991	TX 3-043-838
Log Home Living	7	6	October/November	1990	TX 2-927-582
Log Home Living	7	5	August/September	1990	TX 2-906-457
Log Home Living	7	4	June/July	1990	TX 2-974-575
Log Home Living	7	3	April/May	1990	TX 2-791-885
Log Home Living	7	2	February/March	1990	TX 2-773-197
Log Home Living	I	4	Winter	1989	TX 2-651-849
Log Home Living	I	3	Fall	1989	TX 2-651-812
Log Home Living	I	2	Summer	1989	TX 2-538-630
Log Home Living	I	1	Spring	1989	TX 2-490-627
Timber Frame Homes	13	4	Fall	2003	TX 5-798-197
Timber Frame Homes	13	2	Spring	2003	TX 5-814-050
Timber Frame Homes	13	1	2003 Buyers Guide	2002	TX 5-671-438
Timber Frame Homes	12	4	Fall	2002	TX 5-679-873
Timber Frame Homes	12	4	Summer	2002	TX 5-675-457
Timber Frame Homes	12	3	Spring	2002	TX 5-631-406
Timber Frame Homes	12	2	Winter	2002	TX 5-571-037
Timber Frame Homes	12	1	2002 Buyer's Guide	2001	TX 5-536-116

Magazine	Volume	Issue Number	Issue Month	Issue Year	Copyright Registration Number
Timber Frame Homes	11	4	Fall	2001	TX 5-537-792
Timber Frame Homes	11	2	Spring	2001	TX 5-318-267
Timber Frame Homes	11	1	Buyer's Guide	2001	TX 5-338-980
Timber Frame Homes	10	4	Fall	2000	TX 5-209-282
Timber Frame Homes	10	2	Spring	2000	TX 5-101-257
Timber Frame Homes	10	1	January	2000	TX 5-055-225
Timber Frame Homes	7	3	Fall	1997	TX 4-751-125
Timber Frame Homes	7	2	April	1997	TX 4-487-556
Timber Frame Homes	7	1	January	1997	TX 4-417-771
Timber Frame Homes	6	2	September	1996	TX 4-342-411
Timber Frame Homes	6	1	January	1996	TX 4-236-539
Timber Frame Homes	5	2	September	1995	TX 4-174-792
Timber Frame Homes	5	1	January	1995	TX 3-967-575
Timber Frame Homes Design & Décor				1994	TX 3-972-241
Timber Frame Homes 1994					
Annual Buyer's Guide	4	1	January	1994	TX 3-753-270
Timber Frame Homes Design & Décor				1993	TX 3-676-009
Timber Frame Homes 1993					
Annual Buyer's Guide	3	1	January	1993	TX 3-462-163
Timber Frame Homes 1992					
Buyer's Guide	2	1	February	1992	TX 3-264-350
Timber Frame Homes			March	1991	TX 3-048-178

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 Number</u>	<u>Filing 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 to IP Security Agreement – Cruz Bay Publishing, Inc.

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks and Servicemarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
Log Home Living	U.S.	1,665,286
Log Home Living	U.S.	1,666,700
Timber Frame Homes	U.S.	1,838,495
Timber Frame Homes	U.S.	2,673,419
Building Systems	U.S.	2,252,199
Building Systems Magazine	U.S.	2,252,200

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>
Trademark application		Canada			

<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						

DETROIT 27932-3 793755

Schedule to IP Security Agreement – Cruz Bay Publishing, Inc.

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks and Servicemarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
Log Home Living	U.S.	1,665,286
Log Home Living	U.S.	1,666,700
Timber Frame Homes	U.S.	1,838,495
Timber Frame Homes	U.S.	2,673,419
Building Systems	U.S.	2,252,199
Building Systems Magazine	U.S.	2,252,200

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>
Trademark application		Canada			

<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						

DETROIT 27932-3 793755

Schedule to IP Security Agreement – Cruz Bay Publishing, Inc.