# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Farm Journal, Inc.		03/18/2005	CORPORATION: PENNSYLVANIA
Farm Journal Electronic Media Company		03/18/2005	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Brown Brothers Harriman & Co.
Street Address:	1531 Walnut Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19102
Entity Type:	Bank:

## PROPERTY NUMBERS Total: 56

2330076	AGCAST NETWORK
2262625	THE PRECISION INFORMATION NETWORK
2211604	AGCAST
1574001	
2184997	THE BARBED WIRE
985220	PROFESSIONAL FARMERS OF AMERICA
2877458	HOT TRADES
76572342	LANDOWNER
1667098	PRO FARMER TODAY
2491088	LEADING EDGE
2491087	PRO FARMER LEADING EDGE
2502402	PRO FARMER LEADING EDGE
1662878	FIRST THING TODAY
	2262625 2211604 1574001 2184997 985220 2877458 76572342 1667098 2491088 2491087 2502402

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		PORKPRO NEWSLETTER
Registration Number:	1363337	PROFIT ALERT
Registration Number:	1310344	INSTANT UPDATE
Registration Number:	1529065	GLOBALINK
Registration Number:	1455313	PORKPRO
Registration Number:	1141764	PRO FARMER
Registration Number:	1051025	PROFESSIONAL FARMERS OF AMERICA
Registration Number:	792961	BEEF EXTRA
Serial Number:	75488030	BEEFNET
Registration Number:	2758222	ELITE PRODUCER
Registration Number:	2715690	FARMAIL
Registration Number:	2648550	IN THE COUNTRY
Registration Number:	2226922	DAIRYNET
Registration Number:	2226923	HOGNET
Registration Number:	2315616	I SOLD THE BEST
Registration Number:	2214665	PROFIT EDGE
Registration Number:	2200798	PROFIT EDGE
Registration Number:	2241369	COUNTRY KIDS
Registration Number:	1544030	WHEAT TODAY
Registration Number:	1533775	CORN TODAY
Registration Number:	1479593	DAIRY TODAY
Registration Number:	1476844	BEEF TODAY
Registration Number:	1476845	HOGS TODAY
Registration Number:	2229716	OUTDOORS TODAY
Registration Number:	2188633	FORAGE TODAY
Registration Number:	1984876	PIG'N PORK 2000
Registration Number:	1533776	SOYBEANS TODAY
Registration Number:	1505860	COTTON TODAY
Registration Number:	1087723	MAILBOX SHOPPING
Registration Number:	1055744	AGPULSE
Registration Number:	879118	ADA THE AYRSHIRE
Registration Number:	827389	THE MAGAZINE OF AMERICAN AGRICULTURE
Registration Number:	792956	DAIRY EXTRA
Registration Number:	775394	THE COUNTRYSIDE PRESS
Registration Number:	513620	FARM JOURNAL

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Registration Number:	2172913	РММ
Registration Number:	2172912	
Registration Number:	1438016	TOP PRODUCER
Registration Number:	1467324	PIG TALES
Registration Number:	1955853	AGDAY
Registration Number:	1539691	AG DAY
Registration Number:	1435976	MORNING AGRICULTURE REPORT
Registration Number:	2320911	WEEKEND MARKETPLACE

#### **CORRESPONDENCE DATA**

Fax Number: (215)864-9929

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: steffen@ballardspahr.com

Correspondent Name: Sally A. Steffen
Address Line 1: 1735 Market Street

Address Line 2: 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Sally A. Steffen
Signature:	/Sally A. Steffen/
Date:	04/13/2005

#### **Total Attachments: 61**

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## SECURITY AGREEMENT

This Security Agreement is made and entered into as of March 18, 2005, between FARM JOURNAL, INC. and FARM JOURNAL ELECTRONIC MEDIA COMPANY (collectively, the "Debtors"), and BROWN BROTHERS HARRIMAN & CO. (the "Bank").

#### WITNESSETH:

WHEREAS, pursuant to the provisions of the Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") between the Debtors and the Bank and upon the terms and subject to the conditions set forth therein, the Bank has agreed to make certain loans to the Debtors to be evidenced by certain notes issued by the Debtors thereunder; and

WHEREAS, it is a condition precedent to the obligation of the Bank to make its loans to the Debtors under the Credit Agreement, and issue letters of credit for the benefit of the Debtors, that the Debtors shall have executed and delivered this Security Agreement to the Bank.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Credit Agreement and to make its loans to, and issue letters of credit for the account of, the Debtors under the Credit Agreement, the Debtors hereby jointly and severally agree with the Bank as follows:

1. <u>Defined Terms</u>. Unless otherwise defined herein, terms which are defined in the Credit Agreement and used herein are so used as so defined; the following terms which are defined in the Code are used herein as so defined: Accounts (including Health-Care Insurance Receivables), Chattel Paper (including Electronic Chattel Paper and Tangible Chattel Paper), Commercial Tort Claims, Deposit Accounts, Documents, Equipment, Farm Products, Financial Assets, General Intangibles, Instruments, Inventory, Investment Property (including Securities Entitlements, Securities Accounts, Commodity Accounts and Commodity Contracts), Letter-of-Credit Rights, Payment Intangibles, Software, Supporting Obligations and Proceeds; and the following terms shall have the following meanings:

"Code" shall mean the Uniform Commercial Code as from time to time in effect in the Commonwealth of Pennsylvania.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Contracts" shall mean all contracts, management services agreements, license agreements and other agreements between any of the Debtors and any other Person, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of the Debtors to receive moneys due and to become due to them thereunder or in connection therewith, (b) all rights of the Debtors to damages arising out of, or for, breach or default in respect thereof and (c) all rights of the Debtors to perform and to exercise all remedies thereunder.

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"Copyrights" shall mean (a) all copyrights, registrations and applications for registration, issued or filed, including any extensions or renewals thereof, by or with the United States Copyright Office or any similar office or agency of the United States, any State thereof, or any other country or political subdivision thereof, or otherwise, including, all rights in and to the works constituting the subject matter of the copyright, including, without limitation, any works or Copyrights referred to in Schedule III hereto, and (b) any rights in any works which are copyrightable or which are protected by common law, United States copyright laws or similar laws or any law of any State, including, without limitation, any thereof referred to in Schedule III hereof.

"Copyright License" shall mean any agreement, written or oral, providing for a grant by the Debtor of any right in any of the Copyrights, including, without limitation, any thereof referred to in Schedule III hereof.

"Patents" shall mean (a) all letters patent of the United States or any other country or any political subdivision thereof, and all reissues and/or reexaminations thereof, including, without limitation, any thereof referred to in Schedule I hereto, and (b) all applications for letters patent of the United States and all divisionals, continuations and continuations-in-part thereof or any other country or any political subdivision, including, without limitation, any thereof referred to in Schedule I hereto.

"Patent License" shall mean all agreements, whether written or oral, providing for the grant by any of the Debtors of any right to manufacture, use or sell any invention within the scope of any of the Patents, including, without limitation, any thereof referred to in Schedule I hereto.

"Security Agreement" shall mean this Security Agreement, as amended, supplemented or otherwise modified from time to time.

"Trademarks" shall mean (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule II hereto, and (b) all extensions or renewals thereof.

"Trademark License" shall mean any agreement, written or oral, providing for the grant by any of the Debtors of any right to use any of the Trademarks, including, without limitation, any thereof referred to in Schedule II hereto.

2. <u>Grant of Security Interest.</u> As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each of the Debtors hereby grants to the Bank a security interest in

all of the following property now owned or at any time hereafter acquired by such Debtors or in which such Debtors now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (i) all Accounts (including Health-Care Insurance Receivables);
- (ii) all Chattel Paper (including Electronic Chattel Paper and Tangible Chattel Paper);
  - (iii) all Contracts;
  - (iv) all Copyrights;
  - (v) all Copyright Licenses;
  - (vi) Deposit Accounts;
  - (vii) all Documents;
  - (viii) all Equipment;
  - (ix) all General Intangibles;
  - (x) all Instruments;
  - (xi) all Inventory;
  - (xii) all Letter of Credit Rights;
  - (xiii) all Patents;
  - (xiv) all Patent Licenses;
  - (xv) all Software (in whatever form);
  - (xvi) all Supporting Obligations;
  - (xvii) all Trademarks;
  - (xviii) all Trademark Licenses;
- (xix) all Financial Assets and other Investment Property (including Securities Entitlements, Securities Accounts, Commodity Accounts and Commodity Contracts); and
- (xx) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

# 3. Rights of Bank; Limitations on Bank's Obligations.

- herein to the contrary notwithstanding, the Debtors shall remain liable under each of the Accounts and Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account and in accordance with and pursuant to the terms and provisions of each such Contract. The Bank shall not have any obligation or liability under any Account (or any agreement giving rise thereto) or under any Contract by reason of or arising out of this Security Agreement or the receipt by the Bank of any payment relating to such Account or Contract pursuant hereto, nor shall the Bank be obligated in any manner to perform any of the obligations of the Debtors under or pursuant to any Account (or any agreement giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.
- (b) Notice to Account Debtors and Contracting Parties. Upon the request of the Bank at any time after the occurrence and during the continuance of an Event of Default, the Debtors shall notify account debtors on the Accounts and parties to the Contracts that the Accounts and the Contracts have been assigned to the Bank and shall indicate on all billings that payments in respect thereof shall be made directly to the Bank. During the existence of an Event of Default, the Bank may in its own name or in the name of others communicate with account debtors on the Accounts and parties to the Contracts to verify with them to its satisfaction the existence, amount and terms of any Accounts or Contracts.
- (c) Analysis of Accounts. Not more often than annually, except following the occurrence of an Event of Default, subject to the last sentence of clause (b) of this paragraph 3, the Bank shall have the right to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and the Debtors shall furnish all such assistance and information as the Bank may reasonably require in connection therewith. Not more often than annually, except following the occurrence of an Event of Default, at any time and from time to time, upon the Bank's request and at the expense of the Debtors, the Debtors shall cause independent public accountants or others satisfactory to the Bank to furnish to the Bank reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts.
- (d) <u>Collections on Accounts</u>. The Bank hereby authorizes the Debtors to collect the Accounts, subject to the Bank's direction and control, from the account debtors. Prior to the occurrence of an Event of Default, the Proceeds of Accounts so collected by the Debtors shall be received and held by the Debtors in trust for the Bank but may be applied by the Debtors in their discretion towards payment of the Obligations or other corporate purposes. Upon the occurrence of an Event of Default, (i) the authority hereby given to the Debtors to collect the Proceeds of Accounts in trust for the Bank may be terminated by the Bank at any time, and in the event of such termination, the Debtors shall thereafter deliver to the Bank on the

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date of receipt thereof by the Debtors all Proceeds in the form of cash, checks, drafts, notes and other remittances received in payment of or on account of any of the Debtor's Accounts, (ii) following receipt by the Bank, such Proceeds shall be deposited in a special bank account (the "Cash Collateral Account") maintained with the Bank over which the Bank alone shall have power of withdrawal, (iii) all Proceeds other than cash shall be deposited in precisely the form in which received, except for the addition thereto of the endorsement of the Debtors when necessary to permit collection of the items, which endorsement each of the Debtors agrees to make, and (iv) none of the Debtors will commingle any such Proceeds with any of such Debtor's other funds or property but will hold them separate and apart from any other funds or property and upon an express trust for the Bank until deposit thereof is made in the Cash Collateral Account.

- 4. <u>Representations and Warranties</u>. Each of the Debtors hereby represents and warrants that:
- (a) <u>Title; No Other Liens</u>. Except for the Lien granted to the Bank pursuant to this Security Agreement and the other Liens permitted to exist on the Collateral pursuant to the Credit Agreement, the Debtors own each item of the Collateral free and clear of any and all Liens or claims of others. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Bank pursuant to this Security Agreement or as may be permitted pursuant to the Credit Agreement.
- (b) Perfected First Priority Liens. Upon the completion of the filings and recordings listed on Schedule 3.18 to the Credit Agreement, the Liens granted pursuant to this Security Agreement will constitute perfected Liens on the Collateral in favor of the Bank which are prior to all other Liens on the Collateral in existence on the date hereof (other than Permitted Liens), and are enforceable as such against all creditors of and purchasers from the Debtors and against any owner or purchaser of the real property where any of the Equipment is located and any present or future creditor obtaining a Lien on such real property.
- (c) Accounts. The amount represented by the Debtors to the Bank from time to time in any reports requested by or furnished to the Bank as owing by each account debtor or by all account debtors in respect of the Accounts will at such time be the correct amount actually owing by such account debtor or debtors thereunder. No amount payable to the Debtors under or in connection with any Account is evidenced by any Instrument or Chattel Paper which has not been delivered to the Bank. The Debtors keep their records concerning the Accounts at the location or locations set forth in Schedule IV.
- (d) <u>Contracts</u>. Each Contract is in full force and effect and constitutes a valid and legally enforceable obligation of each of the Debtors which are a party thereto and, to the knowledge of the Debtors, of the other parties thereto, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally. No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Contracts by the Debtors or, to the

knowledge of the Debtors, by any other party thereto other than those which have been duly obtained, made or performed, are in full force and effect and do not subject the scope of any such Contract to any material adverse limitation, either specific or general in nature. Neither the Debtors nor (to the best of the Debtors' knowledge) any other party to any Contract is in material default or is likely to become in material default in the performance or observance of any of the terms thereof. The Debtors have fully performed all their material obligations under such Contract. No amount payable to the Debtors under or in connection with any Contract is evidenced by any Instrument or Chattel Paper which had not been delivered to the Bank.

- (e) <u>Inventory</u>. The types, amounts and valuations of the Inventory or any other information regarding the same represented by the Debtors from time to time in any reports requested by or furnished to the Bank will at such time be accurate to the best of the Debtors' knowledge. The Debtors keep records concerning the Inventory at the location or locations listed on Schedule V. The Inventory is kept at the locations listed on Schedule VI hereto.
- (f) <u>Equipment</u>. The Equipment is kept at the locations listed on Schedule VII hereto.
- (g) <u>Chief Executive Office and Place of Formation</u>. The locations of each of the Debtor's chief executive office and chief place of business are set forth on Schedule VIII.
- (h) <u>Farm Products</u>. None of the Collateral constitutes, or is the Proceeds of, Farm Products.
- (i) <u>Licenses, Patents, Trademarks and Copyrights</u>. Schedule I hereto includes all Patents and Patent Licenses, if any, owned by any of the Debtors in its own name as of the date hereof. Schedule II hereto includes all Trademarks and Trademark Licenses, if any, owned by any of the Debtors in its own name as of the date hereof. Schedule III hereto includes all Copyrights and Copyright Licenses, if any, owned by any of the Debtors in its own name as of the date hereof. To the best of the Debtors' knowledge and belief, each Patent, Trademark and Copyright is valid, subsisting, unexpired, enforceable and has not been unintentionally abandoned. Except as set forth in any Schedule I, Schedule II or Schedule III, none of the listed Patents, Trademarks and Copyrights is the subject of any licensing or franchise agreement. To the best of the Debtors' knowledge and belief, there has been no holding, decision or judgment rendered by any Governmental Authority which would directly limit, cancel or question the validity of any Patent, Trademark or Copyright. To the best of the Debtors' knowledge and belief, there is no action or proceeding pending which is directly seeking to limit, cancel or question the validity of any of the listed Patents, Trademarks or Copyrights.
- (j) <u>Power and Authority; Authorization</u>. Each of the Debtors has the power and authority and the legal right to execute and deliver, to perform its obligations under, and to grant the Lien on the Collateral pursuant to, this Security Agreement and has taken all necessary action to authorize its execution, delivery and performance of, and grant of the Lien on the Collateral pursuant to, this Security Agreement.

- (k) <u>Enforceability</u>. This Security Agreement constitutes a legal, valid and binding obligation of the Debtors enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.
- (l) No Conflict. The execution, delivery and performance of this Security Agreement will not violate any provision of any Requirement of Law or Contractual Obligation of the Debtors except for violations which would not result in a Material Adverse Effect, and will not result in the creation or imposition of any Lien on any of the properties or revenues of the Debtors pursuant to any Requirement of Law or Contractual Obligation of the Debtors, except as contemplated hereby.
- (m) No Consents, etc. No consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority and no consent of any other Person (including, without limitation, any partner or creditor of the Debtors), is required in connection with the execution, delivery, performance, validity or enforceability of this Security Agreement.
- (n) No Litigation. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Debtors, threatened by or against the Debtors or against any of their properties or revenues with respect to this Security Agreement or any of the transactions contemplated hereby, except for any litigation, investigation or proceeding which, if adversely determined, would not have a Material Adverse Effect on the Collateral.
- 5. <u>Covenants</u>. Each of the Debtors covenants and agrees with the Bank that from and after the date of this Security Agreement until the Obligations are paid in full, the Revolving Credit Commitment is terminated and there are no Letters of Credit outstanding it will:
- Further Documentation; Pledge of Instruments and Chattel Paper: (a) Authorization to File Financing Statements. Notify the Bank in writing at any time that it opens, acquires, obtains, or becomes the beneficiary of any type of Collateral (or rights therein) to the extent the Bank will not at that time have, and continuously thereafter (subject to the filing of continuation statements, if necessary) maintain, a perfected first priority security interest in (subject to Permitted Liens) such Collateral, including but not limited to: all Deposit Accounts, Securities Accounts and Commodity Accounts and other Investment Property; all Commercial Tort Claims; all Instruments, Documents, Tangible Chattel Paper and Electronic Chattel Paper; all other Collateral in the possession of a third party; and all Letter-of-Credit Rights and other Supporting Obligations. At any time and from time to time, upon the written request of the Bank, and at the sole expense of the Debtors, promptly (i) deliver to the Bank all letters of credit and other Supporting Obligations, Instruments, Chattel Paper, Documents and Investment Property (including any necessary endorsements) that at any time is part of the Collateral or becomes Proceeds of any Collateral, and (ii) execute and deliver such further instruments and documents and take such further action as the Bank may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers

herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby and executing and delivering and using commercially reasonable efforts to cause third parties to execute and deliver to the Bank security agreements, pledge agreements, control agreements, bailee acknowledgments, assignments and waivers, all in form and substance satisfactory to the Bank. The Debtor will mark all Chattel Paper with a legend indicating that the Bank has a security interest in the Chattel Paper. Each of the Debtors also hereby authorizes the Bank to file any such financing or continuation statements without the signature of such Debtor to the extent permitted by applicable law. Each of the Debtors hereby ratifies any filing by the Bank of financing statements prior to the date hereof with respect to the Collateral. A carbon, photographic, facsimile or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Instrument or Chattel Paper shall be immediately delivered to the Bank, duly endorsed in a manner satisfactory to the Bank, to be held as Collateral pursuant to this Security Agreement.

- Indemnification. Pay, and save the Bank harmless from, any and all liabilities, costs and expenses (including, without limitation, reasonable legal fees and expenses) (i) with respect to, or resulting from, any delay in paying any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any Requirement of Law applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Security Agreement. In any suit, proceeding or action brought by the Bank under any Account or Contract for any sum owing thereunder, or to enforce any provisions of any Account or Contract, the Debtors will save, indemnify and keep the Bank harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by the Debtors of any obligation thereunder or arising out of any other agreement with the Debtors, or any indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors by the Debtors. Notwithstanding the foregoing, the Debtors shall have no obligation to the Bank under this paragraph with respect to any liability arising solely from the gross negligence, bad faith or willful misconduct of the Bank.
- (c) <u>Maintenance of Records</u>. Keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Accounts. Each of the Debtors will mark its books and records pertaining to the Collateral to evidence the Security Agreement and the security interests granted hereby. For the Bank's further security, the Bank shall have a security interest in all of the Debtors' books and records pertaining to the Collateral, and the Debtors shall, during the continuance of an Event of Default, turn over any such books and records to the Bank or to its representatives during normal business hours at the request of the Bank.
- (d) <u>Right of Inspection and Audit</u>. Give to the Bank at all times upon reasonable prior notice full and free access during normal business hours to all of its books, correspondence and records and the Bank and the Bank's respective representatives may

examine, inspect or audit the same, take extracts therefrom and make photocopies thereof, and each of the Debtors agrees to render to the Bank, at the Debtors' cost and expense upon reasonable prior notice, such clerical and other assistance as may be reasonably requested with regard thereto provided that the Bank shall not unnecessarily interfere with the Debtors' business operations in the course thereof. The Bank and its respective representatives shall at all times also have the right upon reasonable prior notice to enter into and upon any premises where any of the Inventory or Equipment is located for the purpose of examining, inspecting or auditing the same, observing its use or otherwise protecting their interests therein provided that the Bank shall not unnecessarily interfere with the Debtors' business operations in the course thereof.

- (e) <u>Compliance with Laws, etc.</u> Comply in all material respects with all Requirements of Law applicable to the Collateral or any part thereof or to the operation of its business; provided, however, that such Debtor may contest any Requirement of Law in any reasonable manner which shall not, in the sole opinion of the Bank, materially adversely affect the Bank's rights or the priority of its Liens on the Collateral.
- (f) <u>Compliance with Terms of Contracts, etc.</u> Perform and comply in all material respects with all its obligations under the Contracts and all its other Contractual Obligations relating to the Collateral.
- (g) Payment of Obligations. Pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on such Debtor's books in accordance with GAAP.
- (h) <u>Limitation on Liens on Collateral</u>. Not create, incur or permit to exist, will defend the Collateral against, and take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Liens created hereby and other than as permitted pursuant to the Credit Agreement, and will defend the right, title and interest of the Bank in and to any of the Collateral against the claims and demands of all Persons whomsoever.
- (i) <u>Limitations on Dispositions of Collateral</u>. Not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as expressly permitted pursuant to the Credit Agreement.
- (j) <u>Limitations on Modifications, Waivers, Extensions of Contracts and Agreements Giving Rise to Accounts</u>. Not (i) amend, modify, terminate or waive any provision of any Contract or any agreement giving rise to an Account in any manner which would materially adversely affect the value of such Contract or Account as Collateral, except, if no Event of Default shall exist, in the ordinary course of business based on its reasonable business judgment, (ii) fail to exercise promptly and diligently each and every material right which it may have under each Contract and each agreement giving rise to an Account (other than

any right of termination), except, if no Event of Default shall exist, in the ordinary course of business based on its reasonable business judgment, or (iii) fail to deliver to the Bank a copy of each written demand, notice or document received by it relating in any way to any Contract or any agreement giving rise to an Account and which would materially adversely affect the value of such Contract or Account.

- (k) <u>Limitations on Discounts, Compromises, Extensions of Accounts.</u>

  Not grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partially, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon, other than in the ordinary course of business as generally conducted by such Debtor over a period of time.
- (l) <u>Further Identification of Collateral</u>. Furnish to the Bank from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Bank may reasonably request, all in reasonable detail.
- (m) Notices. Advise the Bank promptly, in reasonable detail, at its address set forth in the Credit Agreement, (i) of any Lien (other than Liens created hereby or permitted under the Credit Agreement) on, or claim asserted against, any of the Collateral and (ii) of the occurrence of any other event which would materially adversely affect the value of the Collateral or the Liens created hereunder.
- (n) Changes in Locations, Name, etc. Unless it shall have given the Bank at least 30 days prior written notice thereof, none of the Debtors will (i) change the location of its chief executive office or chief place of business from that specified for the Debtors in Schedule VII attached hereto or remove its books and records from the location specified for such Debtor in Section 4(c), (ii) permit any of the Inventory or Equipment to be kept in a county other than the counties listed on Schedules V and VI hereto, (iii) change its name, identity or organizational structure to such an extent that any financing statement filed by the Bank in connection with this Security Agreement would become seriously misleading or (iv) change the state of its formation.

#### (o) Patents, Trademarks and Copyrights.

(i) Except with respect to any Trademark or Copyright that Debtors may reasonably determine is of negligible economic value to Debtors, (v) maintain each Trademark in full force and effect, (w) maintain as in the past the quality of products and services offered in connection with any such Trademark, (x) use such Trademark or Copyright with the appropriate notices of registration if any such registration exists, (y) include as part of the Collateral under this Security Agreement any new trademark adopted or used by Debtors, and (z) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark or Copyright may become invalidated.

- (ii) Pay the necessary Patent annuities and maintenance fees, except with respect to any Patent that Debtors shall reasonably determine is of negligible economic value to Debtors.
- (iii) Notify the Bank immediately if Debtors know, or have reason to know, that any application relating to any Patent, or any registration relating to any Trademark or Copyright may become abandoned or dedicated to the public, or of any direct adverse determination or development (including, without limitation, the direct institution of, or any such direct determination or development in any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or tribunal in any country) regarding Debtors' ownership of any Patent, Trademark or Copyright or Debtors' right to register the same or to keep and maintain the same.
- Whenever such Debtor, either by itself or through any (iv) agent, employee, licensee or designee, shall file an application seeking grant of a patent with the United States Patent and Trademark Office, or seeking registration of any Trademark or Copyright with the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, report such filing to the Bank within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Bank, each of the Debtors shall execute and deliver any and all agreements, instruments, documents, and papers as the Bank may reasonably request to evidence the Bank's security interest in any Patent, Trademark or Copyright and the goodwill and general intangibles of such Debtor relating thereto or represented thereby. Each of the Debtors hereby appoints the Bank its attorney-in-fact solely to execute and file necessary writings for the foregoing purposes of evidencing the Bank's security interest in the Collateral, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full and the Revolving Credit Commitment is terminated and there are no Letters of Credit outstanding.
- (v) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to file and prosecute each application for the Patents, Trademarks and Copyrights, and to maintain each grant of the Patents and maintain each registration of the Trademarks and Copyrights, including, without limitation, payment of necessary annuities, maintenance fees, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(vi) In the event that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, promptly notify the Bank after Debtors learn thereof and shall, unless Debtors shall reasonably determine that such Patent, Trademark or Copyright is of negligible economic value to Debtors (including consideration of the costs of enforcement litigation), which determination it shall promptly report to the Bank, promptly institute a claim of infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

# 6. Bank's Appointment as Attorney-in-Fact.

- appoints the Bank and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Debtor and in the name of such Debtor or in its own name, from time to time in the Bank's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, each of the Debtors hereby gives the Bank the power and right, on behalf of such Debtor, without notice to or assent by such Debtor, to do the following:
  - (i) in the case of any Account, at any time when the authority of such Debtor to collect the Accounts has been curtailed or terminated pursuant to Section 3(d) hereof, or in the case of any other Collateral, at any time when any Event of Default shall have occurred and is continuing, in the name of such Debtor or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, General Intangible, Investment Property or Contract or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Bank for the purpose of collecting any and all such moneys due under any Account, Instrument, General Intangible, Investment Property or Contract or with respect to any other Collateral whenever payable;
  - (ii) upon 5 days prior notice to the Debtors, to pay or discharge taxes and Liens levied or placed on or threatened in writing against the Collateral (provided that, the foregoing shall not apply to any Permitted Lien and any taxes of (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material risk of the sale, forfeiture or loss of any of the Collateral or any

interest therein, and (iii) such charge is adequately reserved against on such Debtor's books in accordance with GAAP), to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof;

- upon the occurrence and during the continuance of any Event of Default, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Bank or as the Bank shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any proceeds thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against such Debtor with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Bank may deem appropriate; (G) to assign any Patent or Trademark (along with the goodwill of the business to which any such Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Bank shall in its sole discretion determine; (H) seek all governmental approvals required for the operation of such Debtor; and (I) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral in accordance with applicable law (including securities laws) as fully and completely as though the Bank were the absolute owner thereof for all purposes, and to do, at the Bank's option and such Debtor's expense, at any time, or from time to time, all acts and things which the Bank deems necessary to protect, preserve or realize upon the Collateral and the Bank's Liens thereon and to effect the intent of this Security Agreement, all as fully and effectively as such Debtor might do; and
- (iv) execute on behalf of such Debtor such UCC financing statement forms and similar instruments as the Bank may from time to time deem reasonably necessary or desirable to protect and perfect such interest in the Collateral.

Each of the Debtors hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

- (b) Other Powers. Each of the Debtors also authorizes the Bank, at any time and from time to time, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.
- (c) No Duty on Bank's Part. The powers conferred on the Bank hereunder are solely to protect its interests in the Collateral and shall not impose any duty to exercise any such powers. The Bank shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtors for any act or failure to act hereunder, except for their own gross negligence, bad faith or willful misconduct.
- 7. Performance by Bank of Debtors' Obligations. If any of the Debtors fails to perform or comply with any of its agreements contained herein and the Bank, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Bank incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the rate of interest then payable on Loans bearing interest at a rate determined by reference to the Base Rate, shall be payable by the Debtors to the Bank on demand and shall constitute Obligations secured hereby.

## 8. Remedies.

If an Event of Default shall occur and be continuing, the Bank may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Bank, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below or as set forth herein) to or upon the Debtors or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Bank or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Bank shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Debtors, which right or equity is hereby waived or released. The Debtors further agree, at the Bank's request, to assemble the Collateral and make it available to the Bank at places which the Bank shall reasonably select, whether at the Debtors' premises or elsewhere. The Bank shall apply the net proceeds (to the extent actually received in cash) of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the Bank's rights hereunder,

including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Bank may elect, and only after such application and after the payment by the Bank of any other amount required by any provision of law, including, without limitation, Section 9615 of the Code, need the Bank account for the surplus, if any, to the Debtors. To the extent permitted by applicable law, each of the Debtors waives all claims, damages and demands it may acquire against any holder of any Obligation arising out of the exercise by the Bank of any rights hereunder, other than those resulting from such holder's gross negligence, bad faith or willful misconduct. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. The Debtors shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the reasonable fees and disbursements of any attorneys employed by the Bank to collect such deficiency.

Each of the Debtors agrees, upon the occurrence and during the continuation of an Event of Default, to take any actions that the Bank may reasonably request in order to enable the Bank to obtain and enjoy the full rights and benefits granted to the Bank under this Agreement and the other Loan Documents. Without limiting the generality of the foregoing, each of the Debtors shall upon the occurrence and during the continuation of an Event of Default, at the Debtors' sole cost and expense, assist in obtaining all approvals which are then required by law for or in connection with any action or transaction contemplated by this Agreement or Article 9 of the Uniform Commercial Code as in effect in any applicable jurisdiction.

- 9. <u>Limitation on Duties Regarding Preservation of Collateral</u>. The Bank's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9207 of the Code or otherwise, shall be to deal with it in the same manner as the Bank deals with similar property for its own account. The Bank and its directors, officers, employees or agents shall not be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Debtors or otherwise.
- 10. <u>Powers Coupled with an Interest</u>. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.
- 11. <u>Severability</u>. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 12. <u>Paragraph Headings</u>. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.
- 13. <u>No Waiver; Cumulative Remedies</u>. The Bank shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise

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be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of any holder of any Obligation, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any holder of any Obligation of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which such holder would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

- terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Debtors and the Bank, provided that any provision of this Security Agreement may be waived by the Bank in a written letter or agreement executed by the Bank or by telex or facsimile transmission from the Bank. This Security Agreement shall be the joint and several obligations of the Debtors and shall be binding upon the successors and permitted assigns of the Debtors and shall inure to the benefit of the Bank and its successors and assigns. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE SUBSTANTIVE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.
- 15. <u>Notices</u>. All notices hereunder to the Debtors or the Bank to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered or sent in the manner and to the respective addresses as provided in subsection 8.2 of the Credit Agreement.
  - 16. Submission to Jurisdiction; Waivers.

Each of the Debtors hereby irrevocably and unconditionally:

- (i) submits for itself and its property in any legal action or proceeding relating to this Security Agreement, or for recognition and enforcement of any judgment in respect thereof to the non-exclusive general jurisdiction of the courts of the Commonwealth of Pennsylvania, the courts of the United States of America for the Eastern District of Pennsylvania, and appellate courts from any thereof;
- (ii) consents that any such action or proceeding may be brought in such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;
- (iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or

certified mail (or any substantially similar form of mail), postage prepaid, to such Debtor at its address set forth in the Credit Agreement or at such other address of which the Bank shall have been notified;

- (iv) waives and hereby acknowledges that it is estopped from raising any objections based on forum non conveniens, any claim that any of the above-referenced courts lack proper venue or any objection that any of such courts lack personal jurisdiction over it so as to prohibit such courts from adjudicating any issues raised in a complaint filed with such courts against the Debtors concerning this Security Agreement;
- (v) acknowledges and agrees that the choice of forum contained in this paragraph shall not be deemed to preclude the enforcement of any judgement obtained in any forum or the taking of any action under this Security Agreement to enforce the same in any appropriate jurisdiction;
- (vi) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this subsection any special, exemplary or punitive or consequential damages; and
- (vii) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

Each of the parties hereto hereby unconditionally waives trial by jury in any legal action or proceeding referred to in paragraph (a) above and any mandatory counterclaim therein.

- 17. <u>Counterparts</u>. This Security Agreement may be executed by one or more of the parties to this Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Security Agreement signed by all the parties shall be lodged with the Borrowers' Representative on behalf of the Debtors and with the Bank.
- 18. Further Assurances. The parties acknowledge their intent that, upon the occurrence and during the continuation of an Event of Default, the Bank shall receive, to the fullest extent permitted by all Requirements of Law and governmental policy, all rights necessary or desirable to obtain, use or sell the Collateral, and to exercise all remedies available to it under this Agreement, the Uniform Commercial Code as in effect in any applicable jurisdiction, or other applicable law. The parties further acknowledge and agree that, in the event of any change in law or governmental policy occurring subsequent to the date hereof that affects in any manner the Bank's rights of access to, or use or sale of, the Collateral, or the procedures necessary to enable the Bank to obtain such rights of access, use or sale, the Bank and the Debtors shall amend this Agreement in such manner as the Bank shall request, in order to

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provide to the Bank such rights to the greatest extent possible consistent with all Requirements of Law and governmental policy.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

THE FARM JOURNAL CORPORATION

Name: Andrew J. Weber, Jr.

Title: President and Chief Executive Officer

FARM JOURNAL ELECTRONIC MEDIA COMPANY

Name: Andrew J. Weber, Jr.

Title: Chairman and Chief Executive Officer

BROWN BROTHERS HARRIMAN & CO.

Name: Scott C. Meves

Title: Senior Vice President

# SCHEDULES TO SECURITY AGREEMENT

## BETWEEN

# FARM JOURNAL, INC., FARM JOURNAL ELECTRONIC MEDIA COMPANY AND

BROWN BROTHERS HARRIMAN & CO.

Doc. #885871v.3

# SCHEDULE I TO Security Agreement

# LICENSES, PATENTS AND PATENT LICENSES

None other than any non-material Licenses that any Borrower may be required to have pursuant to applicable law such as local business licenses or permits.

Doc. #885871v.3

# SCHEDULE II TO Security Agreement

# TRADEMARKS AND TRADEMARK LICENSES

# **TRADEMARKS**

# I. FARM JOURNAL INC.

# A. Registered Trademarks

Registration Number	<u>Trademark</u>	Registration Date
2,214,665	*Profit Edge	12/29/98
2,200,798	*Profit Edge	10/27/98
2,241,369	*Country Kids	4/20/99
2,229,716	*Outdoors Today	7/24/97
2,188,633	*Forage Today	9/8/98
1,984,876	*Pig 'N Pork 2000	7/2/96
1,544,030	*Wheat Today	6/13/89
1,533,776	*Soybeans Today	4/4/89
1,533,775	*Corn Today	4/4/89
1,505,860	*Cotton Today	9/27/88
1,479,593	Dairy Today	3/8/88
1,476,845	*Hogs Today	2/16/88
1,476,844	Beef Today	2/16/88
1,467,324	*Pig Tales	12/1/87
1,438,016	Top Producer	4/28/87
1,087,723	Mailbox Shopping	3/21/78
879,118	*ADA The Ayrshire	10/21/69
827,389	*The Magazine of	4/11/67
	American Agriculture	
792,956	*Dairy Extra	7/20/65
775,394	*The Countryside Press	8/18/64
513,620	Farm Journal	8/16/49
1,455,313	*PorkPro	9/1/87
1,051,025	Professional Farmers of	10/19/76
	America	
1,141,764	ProFarmer	11/25/80
1,455,314	*Porkpro Newsletter	9/1/87
2,491,088	Leading Edge	9/18/01
2,491,087	Pro Farmer Leading Edge	9/18/01
	(and design)	
2,502,402	Pro Farmer Leading Edge	10/30/01
2,315,616	*I Sold the Best	2/8/00
2,330,076	*Agcast Network	3/14/00

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2,262,625	*The Precision Information Network	7/20/99
2,211,604	*Agcast	12/15/98
1,574,001	*Miscellaneous Design	12/26/89
2,184,997	*The Barbed Wire	8/25/98
0,985,220	Professional Farmers Of	5/28/74
, ,	America	
1,667,098	*Pro Farmer Today	12/3/91
1,662,878	*First Thing Today	10/29/91
1,363,337	*Profit Alert	10/1/85
1,310,344	*Instant Update	12/18/84
1,529,065	*Globalink	5/7/89
0,792,961	*Beef Extra	7/20/65
2,758,222	Elite Producer	9/2/00
2,715,690	Farmail	5/13/03
2,648,550	In the Country	11/12/02
2,226,923	*Hognet	2/23/99
2,226,922	*Dairynet	3/2/99
1,055,744	Agpulse	1/4/77
2,172,913	*PMM	7/14/98
2,172,912	*Miscellaneous Design	7/14/98
2,877,458	*Hot Trades	8/24/04

# B. Trademark Applications

Serial Number	<u>Trademark</u>	Filing Date
76 572342	Landowner	1/26/04
75 488030	*Beefnet	5/19/98

## C. Fictitious and Trade Names

LandOwner

Corn/Bean Profit Alert

Pro Farmer Crop Tour

Pro Farmer SuperStrategies

Pro Farmer Newsroom

Pro Farmer AgForum

ABC's of Hedging

Pro Farmer Follow-up

Pro Farmer Institute

Pro Farmer Top Ten Percent Club

Pro Farmer Leading Edge

Pro Farmer Hedgers Hotline

Pro Farmer Marketing Club

Technical Triggers

Pro Farmer Combo

Midweek Cash Grains

Opportunity of the Week

Hot Trades

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Pro Farmer Hot Trades
Pro Farmer Marketplace
Pro Farmer Ag Forum
Pro Farmer Travel Club
Pro Farmer Network Services

# II. Farm Journal Electronic Media Company

# A. Registered Trademarks

Registration Number	<u>Trademark</u>	<u>Registration</u>
		<u>Date</u>
1,955,853	Agday (and design)	2/13/96
1,539,691	AgDay	5/16/89
1,435,976	*Morning Agriculture	4/7/87
	Report	
2,320,911	Weekend Marketplace	2/22/00

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<sup>\*</sup> Indicates that the mark is not currently being used.

# SCHEDULE III TO Security Agreement

#### COPYRIGHTS AND COPYRIGHT LICENSES

- 1. Farm Journal Electronic Media Company ("FJEMC") produces two television programs, AgDay and Weekend Market Place, and various news inserts (the "Programs"). FJEMC does not file for registered copyrights related to the Programs; however, FJEMC claims common law copyrights on the Programs.
- 2. Farm Journal, Inc. claims common law copyrights on the material printed in the newsletters it produces.
- 3. See attached Schedule A for registered copyrights of Farm Journal, Inc.

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## Farm Journal, Inc.

	. A	В	С
1	Farm Journal:	A farmer's legal guide to production contracts	TX4053694
2	Farm Journal:	A love of the land	TX560748
3	Farm Journal:	Beef extra: a farm journal publication	TX1983285
4	Farm Journal:	Beef extra: a farm journal publication	TX1990763
5	Farm Journal:	Beef extra: a farm journal publication	TX2355079
6	Farm Journal:	Beef extra: a farm journal publication	TX2010367
7	Farm Journal:	Beef extra: a farm journal publication	TX2039243
8	Farm Journal:	Beef extra: a farm journal publication	TX2063442
9	Farm Journal:	Beef Today: Farm Journal beef extra	TX4418396
10	Farm Journal:	Beef today: farm journal beef extra	TX4418397
11	Farm Journal:	Beef today: farm journal beef extra	TX4418398
12	Farm Journal:	Beef today: farm journal beef extra	TX4418399
13	Farm Journal:	Beef today: farm journal beef extra	TX4418400
14	Farm Journal:	Beef today: farm journal beef extra	TX4418392
15	Farm Journal:	Cook it your way	TX1066764
16	Farm Journal:	Cook it your way	TX1257462
17	Farm Journal:	Cook it your way	TX1257463
	Farm Journal:	Cook it your way	TX1325408
	Farm Journal:	Cook it your way	TX1325409
20	Farm Journal:	Cooking with apples	A662549
21	Farm Journal:	Dairy extra: a farm journal publication	TX2355033
	Farm Journal:	Dairy extra: a farm journal publication	TX1986401
	Farm Journal:	Dairy extra: a farm journal publication	TX1990764
	Farm Journal:	Dairy extra: a farm journal publication	TX2010378
	Farm Journal:	Dairy extra: a farm journal publication	TX2050023
	Farm Journal:	Dairy extra: a farm journal publication	TX2063618
	Farm Journal:	Dairy today: farm journal dairy extra	TX4418405
	Farm Journal:	Dairy today: farm journal dairy extra	TX4418406
	Farm Journal:	Dairy today: farm journal dairy extra	TX4418407
	Farm Journal:	Dairy today: farm journal dairy extra	TX4418408
	Farm Journal:	Dairy today: farm journal dairy extra	TX4418409
32	Farm Journal:	Dairy today: farm journal dairy extra	TX4418410
	Farm Journal:	Farm journal's Freezing & canning cookbook: prized	TX77016
33		recipes from the farms of America	
	Farm Journal:	Farm Journal's Choice chocolate recipes	TX123468
	Farm Journal:	Farm Journal's Friendly food gifts from your kitchen	TX156684
36	Farm Journal:	Farm Journal's Estate planning idea book	TX170722
1	Farm Journal:	Farm journal's Complete cake decorating book: 100	TX1176770
37		decorating ideas plus 200 cake and frosting recipes	
38	Farm Journal:	Farm Journal's Cook it your way	TX189828
	Farm Journal:	Farm Journal's Best-ever vegetable recipes: a fresh	TX1318109
		approach to main dishes, appetizers, and snacks, soups,	
39		salads, and desserts, with 400 never-fail recipes	
	Farm Journal:	Farm Journal's Homespun Christmas	TX328856
	Farm Journal:	Beef Today: Farm Journal beef extra	TX4273312
42	Farm Journal:	Farm journal: the magazine of American agriculture	TX4418402

# Farm Journal, Inc.

	avamai, mo.		
	Α	8	С
43	Farm Journal:	Farm journal: the magazine of American agriculture	TX4439106
44	Farm Journal:	Farm journal: the magazine of American agriculture	TX4439107
<u>.                                    </u>	Farm Journal:	Farm journal: the magazine of American agriculture	TX4425499
46	Farm Journal:	Farm journal: the magazine of American agriculture	TX4439105
47	Farm Journal:	Farm journal: the magazine of American agriculture	TX4399133
48	Farm Journal:	Farm journal: hog extra	TX1990665
49	Farm Journal:	Farm journal: hog extra	TX1985976
	Farm Journal:	Farm journal: hog extra	TX2007075
	Farm Journal:	Farm journal: hog extra	TX2022039
	Farm Journal:	Farm journal: hog extra	TX2061490
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559	Farm Journal:	Vol. 76, no. 8, Aug. 1952	RE43459
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63	1 Farm Journal:	Vol. 78, no. 10, Oct. 1954	RE125479
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644	Farm Journal:	Vol. 80, no. 1, Jan. 1956	RE160490
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646	Farm Journal:	Vol. 80, no. 1, Jan. 1956	RE160492
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656	Farm Journal:	Vol. 79, no. 9, Sept. 1955	RE160502
657	Farm Journal:	Vol. 79, no. 9, Sept. 1955	RE160503
658	Farm Journal:	Vol. 79, no. 9, Sept. 1955	RE160504
659	Farm Journal:	Vol. 79, no. 8, Aug. 1955	RE160505
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	Farm Journal:	Vol. 82, no. 11, Nov. 1958	RE284377
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	Farm Journal:	Vol. 82, no. 12, Dec. 1958 Vol. 82, no. 12, Dec. 1958	
<u></u>	Farm Journal:		RE284379
	Farm Journal:	Vol. 82, no. 12, Dec. 1958	RE284380
	Farm Journal:	Vol. 82, no. 12, Dec. 1958	RE284381
	Farm Journal:	Vol. 83, no. 1, Jan. 1959	RE284382
	Farm Journal:	Vol. 83, no. 1, Jan. 1959	RE284383
	Farm Journal:	Vol. 83, no. 1, Jan. 1959	RE284384
	Farm Journal:	Vol. 83, no. 1, Jan. 1959	RE284385
	Farm Journal:	Edited by Nell B. Nichols	RE321153
	Farm Journal:	Vol. 83, no. 2, Feb. 1959	RE326364
	Farm Journal:	Vol. 83, no. 2, Feb. 1959	RE326365
*	Farm Journal:	Vol. 83, no. 2, Feb. 1959	RE326366
823	Farm Journal:	Vol. 83, no. 2, Feb. 1959	RE326367

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904	Farm Journal:	Vol. 83, no. 3, Mar. 1959	RE326368
	Farm Journal:	Vol. 83, no. 3, Mar. 1959	RE326369
	Farm Journal:	Vol. 83, no. 3, Mar. 1959	RE326370
	Farm Journal:	Vol. 83, no. 3, Mar. 1959	RE326371
	Farm Journal:	Vol. 83, no. 4, Apr. 1959	RE326372
	Farm Journal:	Vol. 83, no. 4, Apr. 1959	RE326373
	Farm Journal:	Vol. 83, no. 4, Apr. 1959	RE326374
	Farm Journal:	Vol. 83, no. 4, Apr. 1959	RE326375
	Farm Journal:	Vol. 83, no. 5, May 1959	RE326376
	Farm Journal:	Vol. 83, no. 5, May 1959	RE326377
	Farm Journal:	Vol. 83, no. 5, May 1959	RE326378
	Farm Journal:	Vol. 83, no. 5, May 1959	RE326379
		Vol. 83, no. 6, June 1959	RE326380
	Farm Journal:	Vol. 83, no. 6, June 1959	RE326381
	Farm Journal:	Vol. 83, no. 6, June 1959	RE326382
	Farm Journal:	Vol. 83, no. 6, June 1959	RE326383
	Farm Journal:		RE326384
	Farm Journal:	Vol. 83, no. 7, July 1959	RE326385
	Farm Journal:	Vol. 83, no. 7, July 1959	RE326386
	Farm Journal:	Vol. 83, no. 7, July 1959 Vol. 83, no. 7, July 1959	RE326387
	Farm Journal:		RE326388
	Farm Journal:	Vol. 83, no. 8, Aug. 1959	RE326389
	Farm Journal:	Vol. 83, no. 8, Aug. 1959	RE326390
	Farm Journal:	Vol. 83, no. 8, Aug. 1959	RE326391
	Farm Journal:	Vol. 83, no. 8, Aug. 1959	RE326392
	Farm Journal:	Vol. 83, no. 9, Sept. 1959	RE326393
	Farm Journal:	Vol. 83, no. 9, Sept. 1959	
	Farm Journal:	Vol. 83, no. 9, Sept. 1959	RE326394 RE326395
	Farm Journal:	Vol. 83, no. 9, Sept. 1959	RE326396
	Farm Journal:	Vol. 83, no. 10, Oct. 1959	
	Farm Journal:	Vol. 83, no. 10, Oct. 1959	RE326397
	Farm Journal:	Vol. 83, no. 10, Oct. 1959	RE326398
	Farm Journal:	Vol. 83, no. 10, Oct. 1959	RE326399
	Farm Journal:	Vol. 83, no. 11, Nov. 1959	RE326400
	Farm Journal:	Vol. 83, no. 11, Nov. 1959	RE326401
	Farm Journal:	Vol. 83, no. 12, Dec. 1959	RE326402
	Farm Journal:	Vol. 83, no. 12, Dec. 1959	RE326403
	Farm Journal:	Vol. 83, no. 12, Dec. 1959	RE326404
	Farm Journal:	Vol. 83, no. 11, Nov. 1959	RE326405
	Farm Journal:	Vol. 83, no. 11, Nov. 1959	RE326406
	Farm Journal:	Vol. 84, no. 1, Jan. 1960	RE326407
	Farm Journal:	Vol. 84, no. 1, Jan. 1960	RE326408
	Farm Journal:	Vol. 84, no. 1, Jan. 1960	RE326409
	Farm Journal:	Vol. 84, no. 1, Jan. 1960	RE326410
	Farm Journal:	Vol. 83, no. 12, Dec. 1959	RE327282
	Farm Journal:	The Magazine of American Agriculture.	TX4243482
869	Farm Journal:	The Magazine of American Agriculture.	TX4265622

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870 F	arm Journal:	The Magazine of American Agriculture.	TX4418402
	arm Journal:	The Magazine of American Agriculture.	ГХ4439106
	Farm Journal:		CX4439107
	Parm Journal:		ΓX4425499
	arm Journal:		ГХ4439105
	Farm Journal:	1	TX4399133
	Farm Journal:		TX1990665
	Farm Journal:		TX1985976
	Farm Journal:		TX2007075
	Farm Journal:	15.70	TX2022039
	Farm Journal:		TX2061490
	Farm Journal:	16	TX1562581
	Farm Journal:		TX1522296
	Farm Journal:	1 1	TX1716093
	Farm Journal:	<u> </u>	TX1733797
	Farm Journal:	Extra.	TX1379967
		Extra.	TX1436732
	Farm Journal:		TX1457691
	Farm Journal:	Ag-pulse.	TX634033
	Farm Journal:	Homemade Breads.	TX1651835
	Farm Journal:	Best-ever Vegetable Recipes.	TX1318109
	Farm Journal:	Complete Cake Decorating Book.	TX1176770
	Farm Journal:	Ground Beef Roundup.	TX984364
	Farm Journal:	Picnic & Barbecue Cookbook.	TX927705
	Farm Journal:	Best-ever Pies.	TX756081
	Farm Journal:		TX581852
	Farm Journal:	Country-style Microwave Cookbook.  Meal & Menu Planner Cookbook.	TX578938
	Farm Journal:		TX559567
	Farm Journal:	Everyday Favorite Recipes.  Best-ever Cookies.	TX550399
	Farm Journal:		TX536137
	Farm Journal:	Speedy Skillet Meals.	TX351833
	Farm Journal:	Complete Home Baking Book.	TX328856
	Farm Journal:	Homespun Christmas.	TX189828
	Farm Journal:	Cook it Your Way.	TX156684
	Farm Journal:	Friendly Food Gifts from your Kitchen.	TX123468
	Farm Journal:	Choice Chocolate Recipes.	
905	Farm Journal:	Freezing and Canning Cookbook.	TX77016
	Farm Journal:	300 classic dishes picked from Farm journal's famous test	TX4914975
		kitchens, plus fat-skimming options with each	
906		recipe/edited by Karen Freiberg and M. J. Smith	
907	Farm Journal:	Freezing and canning cookbook. Edited by Nell B. Nichol	SRE535174
T-	Farm Journal:	Freezing and canning cookbook; prized recipes from the	RE586305
908	1	farms of America. By Nell B. Nichols	
	Farm Journal:	Freezing and canning cookbook; prized recipes from the	RE586305
909	I	farms of America.	
	Farm Journal:	Freezing and Canning Cookbook.	RE535174

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$\neg$	Farm Journal:	Freezing and Canning Cookbook: Prized Recipes from the	RE586305
911	farms of America.		
	Farm Journal:	Freezing and canning cookbook.	RE535174
	Farm Journal:	Futurelink	TX4219192
	Farm Journal:	Global AgribusinessVol. 1, no. 1, Dec. 1998	TX5220212
	Farm Journal:	Global AgribusinessVol. 1, no. 1, Dec. 1998	TX5248230
	Farm Journal:	Hogs today: a Farm Journal Hog Extra.	TX4418411
	Farm Journal:	Hogs today: a Farm Journal Hog Extra.	TX4399137
	Farm Journal:	Hogs today: a Farm Journal Hog Extra.	TX4399135
	Farm Journal:	Hogs today: a Farm Journal Hog Extra.	TX4444938
	Farm Journal:	Hogs today: a Farm Journal Hog Extra.	TX4418403
	Farm Journal:	Hogs today: a Farm Journal Hog Extra.	TX4418404
	Farm Journal:	Hogs Today.	TX4247543
	Farm Journal:	Hogs Today.	TX4418411
	Farm Journal:	Hogs Today.	TX4399137
	Farm Journal:	Hogs Today.	TX4399136
	Farm Journal:	Hogs Today.	TX4399135
	Farm Journal:	Hogs Today.	TX4444938
	Farm Journal:	Hogs Today.	TX4418403
		Hogs Today.	TX4418404
929	Farm Journal:	How the Revenue Act of 1978 affects your estate plan: a	TX293703
	rann Jounal.	companion piece for Farm journal's Estate planning idea	1.7293703
j		book: by Laura Lane, James W. Childs	
930	Farm Journal:		TX1430639
	Farm Journat:	Let's make more patchwork quilts: by Jessie MacDonald; with 40 quilt block designs	1X1430039
931	T	More scrap saver's stitchery / Sandra Lounsbury Foose	TX672170
	Farm Journal:		
	Farm Journal:	Outlook; a report to agribusiness.	TX953514
	Farm Journal:	Outlook: a report to agribusiness.	TX987677
	Farm Journal:	Outlook: a report to agribusiness.	TX844294
	Farm Journal:	Outlook: a report to agribusiness.	TX885279
937	Farm Journal:	Outlook: a report to agribusiness.	TX800443
l	Farm Journal: Outlook: a report to agribusiness / from the editors of Farm TX51590		a[1X51590
938		journal magazine.	
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Fam	n 1 X 28685
939		journal magazine.	
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farm	n 1X43661
940	940 journal magazine.		
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farr	n[TX18486
941 journal magazine.			
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farr	n[TX82534
942	942 journal magazine.		
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farr	n TX169602
943		journal magazine.	
1	Farm Journal:	Outlook: a report to agribusiness / from the editors of Fari	n TX282533
944		journal magazine.	

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	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farm	TX298357	
945		journal magazine.		
9.14	Farm Journal: Outlook: a report to agribusiness / from the editors of Farm TX308970		TX308970	
946		journal magazine.		
	Farm Journal:			
947		journal magazine.		
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farm	TX347968	
948		journal magazine.		
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farm	TX359430	
949		journal magazine.		
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farm	TX377267	
950		journal magazine.		
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farm	TX393822	
951		journal magazine.		
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farm	TX472647	
952		journal magazine.		
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farm	TX528674	
953		journal magazine.		
	Farm Journal:	Outlook: a report to agribusiness / from the editors of	TX559344	
954	<u> </u>	Farm journal magazine.		
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farm	TX634038	
955		journal magazine.		
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farm	TX680574	
956		journal magazine.		
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farm	TX800443	
957		journal magazine.		
l	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farm	1X844294	
958		journal magazine.	F3700 5050	
Farm Journal: Outlook: a report to agribusiness / from the editors of Farm TX885279		1 1 X 8 8 5 2 / 9		
959		journal magazine.	77/057514	
1	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farm	117323214	
960	, <u>, , , , , , , , , , , , , , , , , , </u>	journal magazine.	TV007677	
	Farm Journal:	Outlook: a report to agribusiness / from the editors of Farm	17736/0//	
961		journal magazine.	TX953514	
	Farm Journal:	Outlook; a report to agribusiness.	TX987677	
	Farm Journal:	Outlook: a report to agribusiness.  Outlook: a report to agribusiness.	TX844294	
	Farm Journal:	Outlook: a report to agribusiness.  Outlook: a report to agribusiness.	TX885279	
	Farm Journal:	Outlook: a report to agribusiness.	TX800443	
966	Farm Journal: Farm Journal:	Patterns for applique and pieced work and ways to use	TX1005014	
	гапи лошпак	them /by Jean Gillies; photography George Faraghan	144FYVVVVTT	
	.]	Studio; ill. Len Epstein		
967		Pro farmer.	TX5384688	
	Farm Journal:	Pro farmer.	TX5384688	
	Farm Journal:	Pro farmer.	TX5384688	
	Farm Journal:	Pro farmer.	TX5569715	
97	Farm Journal:	it to ratificit	1110001110	

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972 Farm Journa	l: Pro farmer.	TX5569715
973 Farm Journa		TX5569715
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982 Farm Journ		TX5569715
983 Farm Journ	·	TX5613240
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1016 Farm Jour	<u> </u>	TX5633434
1017 Farm Journ	nal: Pro farmer.	TEVO07474

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1018	Farm Journal:	Pro farmer.	TX5633434
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	Farm Journal:	Pro farmer.	TX5732103
	Farm Journal:	Rural singles directory, 1995	TX4170991
	Farm Journal:	Rural singles directory, 1995.	TX4170991
	Farm Journal:	Rural singles directory, 1995.	TX4170991
1039	Farm Journal:	Stitch something special: more than 40 things to make	TX1708785
1040		from scraps.	177770703
1040	Farm Journal:	Stitch something special: more than 40 things to make	TX1678521
1041		from scraps.	1221070321
1041	Farm Journal:	Stitch something special: more than 40 things to make	TX1678521
l		from scraps / by Jean Gillies; photography Fred Carbone	1711070021
1042		Studio; ill. Len Epstein	
1043	Farm Journal:	Stitch something special: more than 40 things to make	TX1708785
1		from scraps / by Jean Gillies	1111700705
1044	Farm Journal:	Stitch something special: more than 40 things to make	TX1708785
1,045	F	from scraps.	1X1700703
1045	Farm Journal:	Stitch something special: more than 40 things to make	TX1678521
1040		from scraps.	1111010001
1046	Farm Journal:	Top producer: a farm journal publication	TX4399132
	Farm Journal:	Top producer: a farm journal publication	TX4418393
-	Farm Journal:	Top producer: a farm journal publication	TX4418394
	Farm Journal:	Top producer: a farm journal publication	TX4418395
1050	Farm Journal:	Top Producer: a Farm Journal publication Vol. 3, no. 2,	
		Feb. 1986	LATAI (TEI
1051		Top Producer: a Farm Journal publication.—Vol. 3, no. 2	TY4265623
	Farm Journal:	Feb. 1986	1174503053
1052		\$	TV4200122
	Farm Journal:	Top Producer: a Farm Journal publication.—Vol. 3, no. 2	, 1.64399134
1053	N	Feb. 1986	1

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1054	Farm Journal:	Top Producer: a Farm Journal publication.—Vol. 3, no. 2. Feb. 1986	TX4418393
1055	Farm Journal:	Top producer: a Farm journal publication.	TX4399132
1056	Farm Journal:	Top producer: a Farm journal publication.	TX4399393
1057	Farm Journal:	Top producer: a Farm journal publication.	TX4418394
1058	Farm Journal:	Top producer: a Farm journal publication.	TX4418395
1059	Farm Journal:	Working capital: the newsletter of money management.	TX1761169
1060	Farm Journal:	Working capital: the newsletter of money management.	TX1761170
1061	Farm Journal:	Working capital: the newsletter of money management.	TX1761169
1062	Farm Journal:	Working capital: the newsletter of money management.	TX1761170

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	A	В	C
1	Professional Farmers of America, Inc.	Futurelink	TX4219192
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	Professional Farmers of America, Inc.	Pro farmer	TX5569715
	Professional Farmers of America, Inc.	Pro farmer	TX5613240
	Professional Farmers of America, Inc.	Pro farmer	TX5672538
	Professional Farmers of America, Inc.	Pro farmer	TX5672539
	Professional Farmers of America, Inc.	Pro farmer	TX5633434
	Professional Farmers of America, Inc.	Pro farmer	TX5732103

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## LOCATIONS OF INVENTORY

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