

TRADEMARK ASSIGNMENT

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
North American Membership Group Inc.		05/19/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch, as Second Lien Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Swiss banking institution:

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	2260114	COOKING CLUB OF AMERICA
Registration Number:	2486390	COOKING CLUB OF AMERICA
Registration Number:	2474654	COOKING CLUB OF AMERICA
Registration Number:	2265732	COOKING PLEASURES
Registration Number:	2670107	CREATIVE HOME ARTS CLUB
Registration Number:	2082607	GARDENING HOW-TO
Registration Number:	2615176	HANDY
Registration Number:	2618739	HANDY HANDYMAN CLUB OF AMERICA MAGAZINE HANDYMAN CLUB OF AMERICA
Registration Number:	2487498	HANDYMAN CLUB LIBRARY
Registration Number:	2442617	HANDYMAN CLUB OF AMERICA
Registration Number:	1859293	HANDYMAN CLUB OF AMERICA
Registration Number:	1854867	HANDYMAN CLUB OF AMERICA
Registration Number:	1564020	HUNTERS INFORMATION SERIES

OP \$1115.00 2260114

Registration Number:	1843230	MASTERS WALLEYE CIRCUIT
Registration Number:	1837090	MWC
Registration Number:	2484032	NATIONAL HEALTH AND WELLNESS CLUB
Registration Number:	2082618	NATIONAL HOME GARDENING CLUB
Registration Number:	2484755	NATIONAL HOME GARDENING CLUB
Registration Number:	2186919	NATIONAL HOME GARDENING CLUB
Serial Number:	78447052	NATIONAL STREET MACHINE CLUB
Registration Number:	2031097	NORTH AMERICAN ANGLER VIDEO ADVENTURE
Registration Number:	2256168	NORTH AMERICAN BOWHUNTING CLUB
Registration Number:	1608177	NORTH AMERICAN FISHERMAN NORTH AMERICAN FISHING CLUB
Registration Number:	2575176	NORTH AMERICAN FISHING CLUB
Registration Number:	2469396	NORTH AMERICAN FISHING CLUB
Registration Number:	1592775	NORTH AMERICAN FISHING CLUB
Registration Number:	2626884	NORTH AMERICAN HUNTER
Registration Number:	2637748	NORTH AMERICAN HUNTER
Registration Number:	2481912	NORTH AMERICAN HUNTING CLUB
Registration Number:	2495831	NORTH AMERICAN HUNTING CLUB
Registration Number:	1213653	NORTH AMERICAN HUNTING CLUB
Registration Number:	1235693	NORTH AMERICAN HUNTING CLUB
Registration Number:	2033549	NORTH AMERICAN HUNTING ODYSSEY VIDEO COLLECTION
Registration Number:	1741803	NORTH AMERICAN OUTDOORS
Registration Number:	2464706	NORTH AMERICAN SPORTSMAN'S CLUB
Registration Number:	1564199	NORTH-AMERICAN-HUNTING-CLUB
Registration Number:	2371830	PURSUIT VIDEO SERIES
Serial Number:	78358506	STREET THUNDER
Registration Number:	2490710	THE HANDYMAN CLUB VIDEO SERIES
Registration Number:	2605879	TODAY'S CREATIVE HOME ARTS
Registration Number:	2530749	TODAY'S HEALTH & WELLNESS
Registration Number:	2867225	TOUGHTEST
Registration Number:	2841376	TOUGHTEST
Registration Number:	1791139	WORLD WALLEYE CHAMPIONSHIP

CORRESPONDENCE DATA

Fax Number: (714)755-8290

TRADEMARK
REEL: 003101 FRAME: 0458

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

Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	06/10/2005

Total Attachments: 46

source=NAMG2ndLien)#page1.tif
source=NAMG2ndLien)#page2.tif
source=NAMG2ndLien)#page3.tif
source=NAMG2ndLien)#page4.tif
source=NAMG2ndLien)#page5.tif
source=NAMG2ndLien)#page6.tif
source=NAMG2ndLien)#page7.tif
source=NAMG2ndLien)#page8.tif
source=NAMG2ndLien)#page9.tif
source=NAMG2ndLien)#page10.tif
source=NAMG2ndLien)#page11.tif
source=NAMG2ndLien)#page12.tif
source=NAMG2ndLien)#page13.tif
source=NAMG2ndLien)#page14.tif
source=NAMG2ndLien)#page15.tif
source=NAMG2ndLien)#page16.tif
source=NAMG2ndLien)#page17.tif
source=NAMG2ndLien)#page18.tif
source=NAMG2ndLien)#page19.tif
source=NAMG2ndLien)#page20.tif
source=NAMG2ndLien)#page21.tif
source=NAMG2ndLien)#page22.tif
source=NAMG2ndLien)#page23.tif
source=NAMG2ndLien)#page24.tif
source=NAMG2ndLien)#page25.tif
source=NAMG2ndLien)#page26.tif
source=NAMG2ndLien)#page27.tif
source=NAMG2ndLien)#page28.tif
source=NAMG2ndLien)#page29.tif
source=NAMG2ndLien)#page30.tif
source=NAMG2ndLien)#page31.tif
source=NAMG2ndLien)#page32.tif
source=NAMG2ndLien)#page33.tif
source=NAMG2ndLien)#page34.tif
source=NAMG2ndLien)#page35.tif
source=NAMG2ndLien)#page36.tif
source=NAMG2ndLien)#page37.tif
source=NAMG2ndLien)#page38.tif
source=NAMG2ndLien)#page39.tif

source=NAMG2ndLien)#page40.tif
source=NAMG2ndLien)#page41.tif
source=NAMG2ndLien)#page42.tif
source=NAMG2ndLien)#page43.tif
source=NAMG2ndLien)#page44.tif
source=NAMG2ndLien)#page45.tif
source=NAMG2ndLien)#page46.tif

SECOND LIEN SECURITY AGREEMENT

SECOND LIEN SECURITY AGREEMENT, dated as of May 19, 2005, among NORTH AMERICAN MEMBERSHIP GROUP HOLDINGS INC., a Minnesota corporation having an address listed on Schedule I hereto ("Holdings"), NORTH AMERICAN MEMBERSHIP GROUP INC., a Delaware corporation having an address listed on Schedule I hereto ("Borrower"), each subsidiary listed on Schedule I hereto (each such subsidiary individually a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors"; Holdings, Borrower and the Subsidiary Guarantors are referred to collectively herein as the "Grantors") and CREDIT SUISSE, Cayman Islands Branch ("Credit Suisse"), as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined herein).

Reference is made to (a) the Second Lien Credit Agreement, dated as of May 19, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, Borrower, the lenders from time to time party thereto (the "Lenders"), Credit Suisse, as Administrative Agent for the Lenders, (b) the Second Lien Parent Guarantee Agreement, dated as of May 19, 2005 (as amended, supplemented or otherwise modified from time to time, the "Parent Guarantee Agreement"), between Holdings and the Administrative Agent, (c) the Second Lien Subsidiary Guarantee Agreement, dated as of May 19, 2005 (as amended, supplemented or otherwise modified from time to time, the "Subsidiary Guarantee Agreement"; and, collectively with the Parent Guarantee Agreement, the "Guarantee Agreements"), between the Subsidiary Guarantors and the Administrative Agent, and (d) the Second Lien Pledge Agreement, dated as of May 19, 2005 (as amended, supplemented or otherwise modified from time to time, the "Pledge Agreement"), between each of the Pledgors (as defined therein) and the Administrative Agent.

Reference is also made to (a) the First Lien Credit Agreement, dated as of May 19, 2005 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among Holdings, Borrower, the lenders from time to time party thereto, and Credit Suisse, as administrative agent (in such capacity, the "First Lien Administrative Agent"), (b) the First Lien Parent Guarantee Agreement, dated as of May 19, 2005 (as amended, supplemented or otherwise modified from time to time, the "First Lien Parent Guarantee Agreement"), between Holdings and the First Lien Administrative Agent, (c) the First Lien Subsidiary Guarantee Agreement (as amended, supplemented or otherwise modified from time to time, the "First Lien Subsidiary Guarantee Agreement"; and, collectively with the First Lien Parent Guarantee Agreement, the "First Lien Guarantee Agreements"), between the Subsidiary Guarantors and the First Lien Administrative Agent, and (d) the First Lien Pledge Agreement, dated as of May 19, 2005 (as amended, supplemented or otherwise modified from time to time, the "First Lien Pledge Agreement"), between each of the Pledgors (as defined therein) and the First Lien Administrative Agent.

Reference is also made to the Intercreditor Agreement, dated as of May 19, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intercreditor

Agreement”), between the Borrower, the First Lien Administrative Agent and the Administrative Agent.

The Lenders have agreed to make Loans to the Borrower (as defined in the Credit Agreement) pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of Holdings and the Subsidiary Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made to the Borrower, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each other Loan Party under or pursuant to this Agreement and the other Loan Documents, (d) the due and punctual payment and performance of all obligations of the Borrower and any Loan Party under each Hedging Agreement entered into with Credit Suisse or an Affiliate of Credit Suisse or any counterparty that was a Lender or an Affiliate of a Lender at the time such Hedging Agreement was entered into and (e) the due and punctual payment and performance of all obligations in respect of overdrafts and related liabilities owed to the Administrative Agent or any of its Affiliates and arising from the treasury, depository or cash management services in connection with any automated clearing house transfers of funds (all the monetary and other obligations described in the preceding clauses (a) through (e) being collectively called the “Obligations”).

Accordingly, the Grantors and the Administrative Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

Section 1.01. Definition of Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement and all references to the UCC shall mean the UCC in effect in the State of New York as of the date hereof.

Section 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

“Account Debtor” shall mean an “account debtor” as defined in Article 9 of the UCC.

“Accounts” (i) shall mean all “accounts” as defined in Article 9 of the UCC and (ii) shall include, without limitation, any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including Accounts Receivable from Affiliates of the Grantors.

“Accounts Receivable” shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

“Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including, without limitation, partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing.

“Chattel Paper” shall mean all “chattel paper” as defined in Article 9 of the UCC.

“Collateral” shall mean all (a) Accounts Receivables, (b) Chattel Paper, (c) commercial tort claims listed on Schedule II (as such schedule may be amended or supplemented from time to time), (d) Documents, (e) General Intangibles, (f) Goods, (g) Instruments, (h) Insurance, (i) Intellectual Property, (j) Investment Property, (k) Letter of Credit Rights, (l) Money, (m) to the extent not otherwise included in the foregoing, all Records and Supporting obligations relating to any of the foregoing, and (n) all Proceeds of the foregoing.

“Commercial Tort Claims” shall mean all “commercial tort claims” as defined in Article 9 of the UCC, including, without limitation, all commercial tort claims listed on Schedule II (as such schedule may be amended or supplemented from time to time).

“Commodity Account” (i) shall mean any and all “commodity account” as defined in Article 9 of the UCC and (ii) shall include, include, without limitation, all of the accounts listed on Schedule VII under the heading “Commodities Accounts” (as such schedule may be amended or supplemented from time to time).

“Commodity Contract” shall mean a “commodity contract” as defined in Article 9 of the UCC.

“Commodity Customer” shall mean a “commodity customer” as defined in Article 9 of the UCC.

“Commodity Intermediary” shall mean a “commodity intermediary” as defined in Article 9 of the UCC.

“Copyright License” shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“Copyrights” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule III and (c) all extensions and renewals thereof.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Deposit Account” (i) shall mean any and all “deposit account” as defined in Article 9 of the UCC and (ii) shall include, without limitation, all of the accounts listed on Schedule VII under the heading “Deposit Accounts” (as such schedule may be amended or supplemented from time to time); provided, that “Deposit Account” shall not include the Excluded Account.

“Documents” shall mean all “documents” as defined in Article 9 of the UCC.

“Entitlement Holder” shall mean an “entitlement holder” as defined in Article 8 of the UCC.

“Equipment” shall mean any and all “equipment” as defined in Article 9 of the UCC and shall include, without limitation, all Fixtures.

“Excluded Account” shall mean the deposit account of the Borrower with account number 0600030062, maintained with and in the name of JPMorgan Chase Bank, N.A. at its offices at 270 Park Avenue, New York, New York 10017-2070.

“Financial Asset” shall mean any and all “financial asset” as defined in Article 8 of the UCC.

“Fixtures” shall mean all “fixtures” as defined in Article 9 of the UCC.

“General Intangibles” (i) shall mean all “general intangibles” as defined in Article 9 of the UCC and (ii) shall include, without limitation, mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Intellectual Property, Hedging Agreements and other agreements), goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by

or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable (other than any item of the foregoing which by its terms automatically terminates or is terminable by any Person other than such Grantor or its Affiliates upon assignment or grant of a security interest by such Grantor).

“Goods” shall mean all “goods” as defined in Article 9 of the UCC and shall include, without limitation, all Inventory and Equipment.

“Insurance” shall mean (i) all insurance policies covering any or all of the Collateral (regardless of whether the Administrative Agent is the loss payee thereof) and (ii) any key man life insurance policies.

“Instruments” shall mean all “instruments” as defined in Article 9 of the UCC.

“Intellectual Property” shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“Inventory” shall mean all “inventory” as defined in Article 9 of the UCC, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

“Investment Accounts” shall mean the Commodities Accounts, the Deposit Accounts and Securities Accounts.

“Investment Property” shall mean all “investment property” as defined in Article 9 of the UCC.

“Letter of Credit Right” shall mean all “letter-of-credit-right” as defined in Article 9 of the UCC.

“License” shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule IV.

“Money” shall mean all “money” as defined in the UCC.

“Notice Deposit Account” shall have the meaning assigned to such term in Section 4.13.

“Obligations” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Patent License” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter

owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

“Patents” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule V and (b) all reissues, continuations, divisions or continuations-in-part thereof and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Perfection Certificate” shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of Holdings.

“Person” means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governmental authorities.

“Proceeds” shall mean all “proceeds” as defined in Article 9 of the UCC and shall include (a) all cash and negotiable instruments received by or held on behalf of the Administrative Agent, (b) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill connected with the use of or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Quarterly Update” shall have the meaning set forth in Section 4.03.

“Record” shall mean all “record” as defined in Article 9 of the UCC.

“Secured Parties” shall mean (a) the Lenders, (b) the Administrative Agent and any Affiliate of the Administrative Agent that performed or performs any services described in clause (e) of the second sentence of the second paragraph of the preliminary statement of this Agreement, (c) the Issuing Bank, (d) each counterparty to a Hedging Agreement entered into with Credit Suisse or an Affiliate of Credit Suisse or any counterparty that was a Lender or an Affiliate of a Lender at the time such Hedging Agreement was entered into, (e) the beneficiaries

of each indemnification obligation undertaken by any Grantor under any Loan Document and (f) the successors and assigns of each of the foregoing.

“Securities” shall mean any and all “security” as defined in Article 8 of the UCC.

“Securities Account” (i) shall mean all “securities account” as defined in Article 8 of the UCC and (ii) shall include all of the accounts listed on Schedule VII under the heading “Securities Accounts” (as such schedule may be amended or supplemented from time to time).

“Security Entitlements” shall mean all “securities entitlement” as defined in Article 8 of the UCC.

“Security Interest” shall have the meaning assigned to such term in Section 2.01.

“Securities Intermediary” shall mean a “securities intermediary” as defined in Article 8 of the UCC.

“Supporting Obligation” shall mean all “supporting obligations” as defined in Article 9 of the UCC.

“Trademark License” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“Trademarks” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof and all extensions or renewals thereof, including those listed on Schedule VI, (b) all goodwill connected with the use of or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

Section 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

Section 2.01. Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral, in each case, whether now existing or hereafter acquired or arising and wherever located (the "Security Interest").

Section 2.02 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Security Interest or lien granted under Section 2.01 hereof attach to, and "Collateral" shall not include (a) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; or (b) any of the outstanding Capital Stock of a Foreign Subsidiary in excess of 65% of the voting power of all classes of Capital Stock of such Foreign Subsidiary entitled to vote; provided that immediately upon the amendment of the Tax Code to allow the pledge of a greater percentage of the voting power of Capital Stock in a Foreign Subsidiary without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of Capital Stock of each Foreign Subsidiary; or (c) any application to register Trademarks in the United States Patent and Trademark Office based upon Grantor's "intent to use" such Trademark (but only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. §1060) unless and until a "Statement of Use" or "Amendment to Allege Use" is filed in the United States Patent and Trademark Office at which point such Trademarks shall automatically be included in the Collateral; or (d) the Excluded Account.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement among Borrower, First Lien Administrative Agent, Administrative Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

Section 2.03. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

Section 2.04. Filings. Each Grantor hereby irrevocably authorizes the Administrative Agent at any time and from time to time to file in any relevant jurisdiction and with any filing office, any financing statements (including fixture filings) and any amendments thereto and any such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property as “all assets,” “all personal property of the debtor, whether now existing or hereafter acquired” or words of similar effect. The Administrative Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Administrative Agent as secured party.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Administrative Agent and the Secured Parties that:

Section 3.01. Title and Authority. Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Administrative Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval which has been obtained.

Section 3.02. Filings. (a) The Perfection Certificate has been duly prepared, completed and executed, and the information set forth therein is correct and complete. Fully completed UCC financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been authorized for filing and delivered to the Administrative Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under

applicable law with respect to the filing of continuation statements and as set forth in (b) below with respect to Intellectual Property acquired or developed after the date hereof.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Administrative Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

Section 3.03. Validity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC or other applicable law in such jurisdictions, (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, (d) upon execution of a control agreement in the form satisfactory to the Administrative Agent establishing "control" (within the meaning of Section 9-104 of the UCC) of the Administrative Agent in the Deposit Accounts, a perfected security interest in all Deposit Accounts and (e) upon obtaining consent of the issuer with respect to Letter of Credit Rights, a perfected security interest in all Letter of Credit Rights. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

Section 3.04. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed, authorized or consented to the filing of (a) any financing statement or analogous document under the UCC or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect,

except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. Other than the financing statements filed in favor of the Administrative Agent, no effective UCC financing statement, fixture filing or other instrument similar in effect under any applicable law covering all or any part of the Collateral is on file in any filing or recording office except for filing for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

Section 3.05. Commercial Tort Claims. Schedule II (as such schedule may be amended or supplemented from time to time) sets forth all Commercial Tort Claims of each Grantor in excess of \$250,000 individually or \$1,000,000 in the aggregate.

Section 3.06. Intellectual Property. Schedule III, IV, V and VI (as such schedules may be amended or supplemented from time to time) set forth, respectively, all of the Licenses, and the Copyrights, Patents and Trademarks owned by each Grantor as to which an application is pending or registration issued.

Section 3.07. Investment Accounts. Schedule VII (as such schedule may be amended or supplemented from time to time) sets forth under the headings “Commodities Accounts,” “Deposit Accounts” and “Securities Accounts,” respectively, all of the Commodities Accounts, Deposit Accounts and Securities Accounts in which each Grantor has an interest. Each Grantor is the sole entitlement holder of each such Commodity Account and Securities Account and sole account holder of each such Deposit Account. Such Grantor has not consented to, and is not otherwise aware of, any Person (other than the Administrative Agent pursuant hereto or the First Lien Administrative Agent pursuant to the First Lien Security Agreement) having “control” (within the meanings of Sections 8-106, 9-106 or 9-104 of the UCC) over, or any other interest in, any such Commodity Account, Securities Account or Securities Account or other property credited or deposited therein.

Section 3.08. Letter of Credit Rights. Schedule VIII (as such schedule may be amended or supplemented from time to time) sets forth all letters of credit to which such Grantor has rights.

ARTICLE IV

Covenants

Section 4.01. Change of Name; Location of Collateral; Records; Place of Business.
(a) Each Grantor agrees promptly to notify the Administrative Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure, (iv) in its type of organization, (v) in its jurisdiction of organization or (vi) in its Organizational Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless (A) such Grantor shall have notified the Administrative Agent in writing at least thirty (30) days prior to any such change, identifying such new proposed name, identity, corporate structure, chief executive office, jurisdiction of organization or organizational

identification number and providing such other information in connection therewith as the Administrative Agent may reasonably request and (B) all filings have been made under the UCC or otherwise that are required in order for the Administrative Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral (in the case of priority, subject to Liens granted to the First Lien Administrative Agent). Each Grantor agrees promptly to notify the Administrative Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include accounting records sufficient to enable the preparation of financial statements in accordance with GAAP indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Administrative Agent may reasonably request, promptly to prepare and deliver to the Administrative Agent a duly certified schedule or schedules in form and detail satisfactory to the Administrative Agent showing the identity, amount and location of any and all Collateral.

Section 4.02. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Administrative Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement. No Grantor shall take or permit any action which could impair the Administrative Agent's rights in any material rights in the Collateral.

Section 4.03. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest, the first priority thereof (in the case of priority, subject to Liens granted to the First Lien Administrative Agent) and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to the Administrative Agent and delivered to the First Lien Administrative Agent or the Administrative Agent, as applicable, in accordance with the Intercreditor Agreement, duly endorsed in a manner satisfactory to the Administrative Agent.

Without limiting the generality of the foregoing, each Grantor agrees to supplement this Agreement by supplementing Schedules II, III, IV, V, VI, VII and VIII hereto or adding additional schedules hereto to specifically identify any asset or item that constitutes Commercial Tort Claims, Licenses, or Copyrights, Patents and Trademarks as to which an application is pending or registration issued, Investment Accounts or Letter of Credit Rights within 10 days after the expiration of each fiscal quarter of the Borrower (a "Quarterly Update"). Each Grantor agrees that it will use its reasonable best efforts to take such action as shall be necessary in order

that all representations and warranties made by such Grantor hereunder shall be true and correct with respect to such Collateral included in any Quarterly Update within 10 days after the date of delivery of such Quarterly Update. Upon the delivery of each Quarterly Update, each Grantor acknowledges that the Administrative Agent may within 10 days of the delivery of such Quarterly Update, with the consent of the relevant Grantor (such consent not to be unreasonably withheld), supplement Schedules II, III, IV, V, VI, VII and VIII hereto or add additional schedules hereto to specifically identify any asset or item that constitutes Licenses, or Copyrights, Patents and Trademarks as to which an application is pending or registration issued, Investment Accounts or Letter of Credit Rights. Each Grantor agrees that it will use its reasonable best efforts to take such action as shall be necessary in order that all representations and warranties made by such Grantor hereunder shall be true and correct with respect to such Collateral within 30 days after the date of delivery by the Administrative Agent of any such supplement specifically identifying such Collateral.

Section 4.04. Inspection and Verification. Subject to the terms and conditions of the Intercreditor Agreement, the Administrative Agent and such Persons as the Administrative Agent may reasonably designate shall have the right (provided that such right will not be exercised in a manner that could reasonably be expected to impair, harm or invalidate any trade secrets or similar items of Intellectual Property), upon reasonable prior notice, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, in accordance with Section 5.13 of the Credit Agreement, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including if a Default shall have occurred and shall be continuing, in the case of Accounts or Collateral in the possession of any third Person, by contacting Account Debtors or the third Person possessing such Collateral for the purpose of making such a verification. The Administrative Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.12 of the Credit Agreement and that each Secured Party shall be bound by the confidentiality obligations of Section 9.12 of the Credit Agreement). Notwithstanding the foregoing, unless a Default shall have occurred and shall be continuing, the Grantors will not have any obligation to permit any visit or inspection in any fiscal year of the Borrower by the Administrative Agent or Persons designated by the Administrative Agent if two visits or inspections in such fiscal year have been previously conducted by the Administrative Agent or Persons designated by the Administrative Agent.

Section 4.05. Taxes; Encumbrances. At its option, the Administrative Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 5.05 or Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.05 shall be interpreted as excusing any Grantor from the performance of, or

imposing any obligation on the Administrative Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

Section 4.06. Assignment of Security Interest. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Administrative Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

Section 4.07. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Administrative Agent and the Secured Parties from and against any and all liability for such performance.

Section 4.08. Use and Disposition of Collateral. None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement, provided that the foregoing shall not be deemed to prohibit any license of Intellectual Property granted by a Grantor to third parties in the ordinary course of business. None of the Grantors shall make or permit to be made any transfer of the Collateral, and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Administrative Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use, transfer and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement (including, without limitation, Section 6.05 of the Credit Agreement) or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest of the First Lien Administrative Agent and the Administrative Agent and the instructions of the Administrative Agent or the First Lien Administrative Agent, as applicable, in accordance with the terms of the Intercreditor Agreement, and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

Section 4.09. Limitation on Modification of Accounts. None of the Grantors will, without the Administrative Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts,

compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

Section 4.10. Insurance. The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Administrative Agent or the First Lien Administrative Agent, as applicable, in accordance with the Intercreditor Agreement (and all officers, employees or agents designated by the applicable Administrative Agent), as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Administrative Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Administrative Agent deems advisable. All sums disbursed by the Administrative Agent in connection with this Section 4.10, including reasonable and documented attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Administrative Agent and shall be additional Obligations secured hereby.

Section 4.11. Legend. Each Grantor shall legend, in form and manner satisfactory to the Administrative Agent, its Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Administrative Agent for the benefit of the Secured Parties and that the Administrative Agent has a security interest therein.

Section 4.12. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) To the extent commercially reasonable, each Grantor agrees that it will use reasonable efforts not to, and will use reasonable efforts not to permit any of its licensees to, do any act, or omit to do any act, whereby any Patent of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) To the extent commercially reasonable, each Grantor (either itself or through its licensees or its sublicensees) will use reasonable efforts, for each Trademark, (i) to maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) to maintain the quality of products and services offered under such Trademark, (iii) to display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not to knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) To the extent commercially reasonable, each Grantor (either itself or through licensees) will use reasonable efforts, for each work covered by a Copyright, to continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Administrative Agent promptly if it knows that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same or to keep and maintain the same.

(e) If any Grantor, either itself or through any agent, employee, licensee or designee, files an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, such Grantor shall give notice of any such action to the Administrative Agent on or prior to the date that is 10 days after the last day of the fiscal quarter in which such action is taken. Upon request of the Administrative Agent, such Grantor shall execute and deliver any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) To the extent commercially reasonable, each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Administrative Agent and shall, if commercially reasonable, sue, within a commercially reasonable time period, for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Administrative Agent or its designee.

Section 4.13. Investment Accounts. With respect to any Commodities Accounts or Securities Accounts that exists on the date hereof or that are created or acquired hereafter, such Grantor shall cause the Commodities Intermediary or Securities Intermediary maintaining such Commodities Account or Securities Account to enter into, on or prior to the date hereof or as of or prior to the transfer of Securities Entitlements into such Commodities Account or Securities Account, as applicable, an agreement in a form reasonably satisfactory to the Administrative Agent pursuant to which it shall agree to comply with the Administrative Agent's "entitlement orders" without further consent by such Grantor. With respect to any Deposit Accounts that exists on the date hereof or that are created or acquired hereafter, such Grantor shall cause the depository institution maintaining such account to enter into, on or prior to the date hereof or as of or prior to the transfer of funds into such Deposit Account, as applicable, an agreement in a form reasonably satisfactory to the Administrative Agent pursuant to which it shall agree to comply with the Administrative Agent's instructions directing disposition of funds in such account without further consent by such Grantor.

Section 4.14. Letter of Credit Rights. With respect to any letter of credit that exists on the date hereof or that is acquired hereafter, such Grantor has obtained on the date hereof, or shall obtain promptly after acquiring rights therein, the consent of the issuer thereof to the assignment of the proceeds of the letter of credit to the First Lien Administrative Agent or the Administrative Agent, as applicable, in accordance with the Intercreditor Agreement..

ARTICLE V

Remedies

Section 5.01. Remedies upon Default. (a) Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent (subject to the terms and conditions of the Intercreditor Agreement) may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, all the rights and remedies of the Administrative Agent on default under the UCC to collect, enforce or satisfy any Obligations then owing, whether by acceleration or otherwise. Without limiting the generality of the foregoing, each Grantor agrees to deliver each item of Collateral to the Administrative Agent on demand, and it is agreed that the Administrative Agent shall have the right (subject to the terms and conditions of the Intercreditor Agreement) to take any of or all the following actions at the same or different times: (i) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Administrative Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Administrative Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), (ii) with or without legal process and with or without prior notice or

demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the UCC or other applicable law and (iii) with respect to any Collateral consisting of Accounts Receivables, to direct the Account Debtors under any Accounts Receivables to make payment of all amounts due or to become due to such Grantor thereunder directly to the Administrative Agent and to notify, or require any Grantor to notify, each Person maintaining a lockbox or similar arrangement to which Account Debtors under any Accounts Receivables have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to the Administrative Agent. Without limiting the generality of the foregoing, each Grantor agrees that the Administrative Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Administrative Agent shall deem appropriate. The Administrative Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Administrative Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) The Administrative Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the UCC as in effect in the State of New York or its equivalent in other jurisdictions) of the Administrative Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. Each Grantor agrees that it would not be commercially unreasonable for the Administrative Agent to dispose of the Collateral or any portion thereof by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that

match buyers and sellers of assets. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but the Administrative Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. Each Grantor hereby waives any claims against the Administrative Agent arising by reason of the fact that the price at which any Collateral may have been sold at any private sale was less than the price which might have been obtained at a public sale, even if the Administrative Agent accepts the first offer received and does not offer such Collateral to more than one offeree. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Administrative Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

(c) The Administrative Agent may sell the Collateral without giving any warranties as to the Collateral. The Administrative Agent may specifically disclaim or modify any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(d) The Administrative Agent shall have no obligation to marshal any of the Collateral.

Section 5.02. Application of Proceeds. Except as provided in the Intercreditor Agreement, the Administrative Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, all amounts for which the Administrative Agent (in its capacity as such hereunder or under any other Loan Document) is entitled to indemnification hereunder, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred

in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement or the Intercreditor Agreement. Upon any sale of the Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

Section 5.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Article at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Administrative Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor (but only to the extent that such license would not create a default pursuant to the terms of the applicable underlying license), and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. Such license shall include customary terms and conditions (as reasonably determined by the Administrative Agent) with respect to the maintaining and monitoring of the quality of goods and services advertised, marketed, made or sold using, incorporating or in connection with such Intellectual Property. The use of such license by the Administrative Agent shall be exercised, at the option of the Administrative Agent, upon the occurrence and during the continuation of an Event of Default and in accordance with the terms and conditions of the Intercreditor Agreement; provided that any license, sub-license or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VI

Miscellaneous

Section 6.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall

be given to it at its address or telecopy number set forth on Schedule I, with a copy to the Borrower.

Section 6.02. Security Interest Absolute. All rights of the Administrative Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

Section 6.03. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders, the Issuing Banks or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

Section 6.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Grantor and the Administrative Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

Section 6.06. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Administrative Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

Section 6.07. Administrative Agent's Fees and Expenses; Indemnification. (a) Each Grantor jointly and severally agrees to pay upon demand to the Administrative Agent the amount of any and all reasonable and documented expenses, including the reasonable and documented

fees, disbursements and other charges of its counsel and of any experts or agents, which the Administrative Agent may incur in connection with (i) the administration of this Agreement (including the customary fees and charges of the Administrative Agent for any audits conducted by it or on its behalf with respect to the Accounts Receivable or Inventory), (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Administrative Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Administrative Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable and documented fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 6.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent or any Lender. All amounts due under this Section 6.06 shall be payable on written demand therefor.

Section 6.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 6.08. Waivers; Amendment. (a) No failure or delay of the Administrative Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent hereunder and of the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, with the prior written consent of the Required Lenders (and such other consent as may be required by Section 9.02 of the Credit Agreement).

Section 6.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.09.

Section 6.10. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 6.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 6.04) and shall become effective as provided in Section 6.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

Section 6.12. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 6.13. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be

conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 6.14. Termination. (a) This Agreement and the Security Interest shall terminate when all the Obligations (other than any right to indemnification of any Secured Party with respect to any matter in respect of which no claim has been asserted and is outstanding) have been indefeasibly paid in full under the Credit Agreement, at which time the Administrative Agent shall execute and deliver to the Grantors, at the Grantors' expense, all documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of documents pursuant to this Section 6.14 shall be without recourse to or warranty by the Administrative Agent. A Subsidiary Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Guarantor shall be automatically released in the event that all the capital stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of to a Person that is not an Affiliate of the Borrower in accordance with the terms of the Credit Agreement; provided that the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(b) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any Person that is not a Grantor, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.02(b) of the Credit Agreement, the security interest in such Collateral shall be automatically released.

(c) In connection with any termination or release pursuant to paragraph (a) or (b), the Administrative Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 6.14 shall be without recourse to or warranty by the Administrative Agent.

Section 6.15. Additional Grantors. Upon execution and delivery by the Administrative Agent and a Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor


herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

Section 6.16. Administrative Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Administrative Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Administrative Agent may reasonably deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Administrative Agent shall have the right, subject to the terms and conditions of the Intercreditor Agreement, with full power of substitution either in the Administrative Agent's name or in the name of such Grantor, (a) to obtain and adjust insurance required to be maintained by such Grantor or paid to the Administrative Agent pursuant to the Loan Document; (b) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (c) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (d) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (e) to prepare, sign and file, for recordation in any intellectual property registry, appropriate evidence of the lien and security interest granted herein in the Intellectual Property in the name of such Grantor as debtor; (f) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (g) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Administrative Agent were the absolute owner of the Collateral for all purposes; provided that nothing herein contained shall be construed as requiring or obligating the Administrative Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Administrative Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Administrative Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**NORTH AMERICAN MEMBERSHIP GROUP
HOLDINGS INC.
NORTH AMERICAN MEMBERSHIP GROUP
INC.
NORTH AMERICAN MEDIA GROUP INC.
NORTH AMERICAN AFFINITY CLUBS INC.
INTERNATIONAL AFFINITY CORP.**

By: 
Name: Nancy Evensen
Title: Vice President

CREDIT SUISSE, Cayman Islands Branch,
as Administrative Agent

By:  _____

Name: ROBERT HETU
Title: DIRECTOR

By:  _____

Name: VANESSA GOMEZ
Title: VICE PRESIDENT

Second Lien Security Agreement Schedules

Schedule VI

Trademarks

Please see attached.

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Renewal date</i>
NORTH AMERICAN FISHERMAN	Canada	0750468	455250	
<i>Client Name</i>	North American Membership Group	3/24/1994	3/15/1996	3/15/2011
		<i>Docket Number</i>	11029	Registered
		<i>Class Number</i>	<i>Class Type</i>	<i>Goods</i>
		00000	International	Magazine on fishing
NORTH AMERICAN FISHING CLUB and design	Canada			462293
<i>Client Name</i>	North American Membership Group			8/30/1996
		<i>Docket Number</i>	11102	Registered
		<i>Class Number</i>	<i>Class Type</i>	<i>Goods</i>
		00000	International	Fishing magazine
NORTH AMERICAN HUNTER	Canada	0750469	442862	
<i>Client Name</i>	North American Membership Group	5/12/1995	5/12/1995	5/12/2010
		<i>Docket Number</i>	11062	Registered
		<i>Class Number</i>	<i>Class Type</i>	<i>Goods</i>
		00000	International	Magazines
NORTH AMERICAN HUNTING CLUB	Canada	0750470	454623	
<i>Client Name</i>	North American Membership Group	2/23/1996	2/23/1996	2/23/2011
		<i>Docket Number</i>	11063	Registered
		<i>Class Number</i>	<i>Class Type</i>	<i>Goods</i>
		00000	International	Hunting magazine

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
GARDENING HOW-TO (stylized)	United Kingdom	2312230	2312230	
<i>Client Name</i>	North American Membership Group	10/3/2002	10/3/2002	10/3/2012
		<i>Docket Number</i>	13250	Registered
		<i>Class Number</i>	16	
		<i>Class type</i>	International	
		<i>Goods</i>	Printed matter, periodicals, printed publications; diaries, Calendars; posters and prints; stationery; pens; newsletters and circulars	
THE GARDENING SOCIETY and design	United Kingdom	2312236	2312236	
<i>Client Name</i>	North American Membership Group	10/3/2002	10/3/2002	10/3/2012
		<i>Docket Number</i>	13249	Registered
		<i>Class Number</i>	16	
		<i>Class Type</i>	International	
		<i>Goods</i>	Printed matter, periodicals, printed publications; diaries, Calendars; posters and prints; stationery; pens; newsletters and circulars,	
			44	International
				Gardening services; landscaping services; horticulture; consultancy; information and advice pertaining to the aforesaid, including information and advice provided members of a gardening club provided via the Internet and by direct mail,

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
COOKING CLUB OF AMERICA	United States	75/A430362	2260114	7/6/2005 (A)
<i>Client Name</i>	North American Membership Group	2/6/1998	7/6/1999	7/6/2009 (R)
		<i>Docket Number</i>	U1517	Registered
		<i>Class Number</i>	35	
		<i>Class Type</i>	International	
		<i>Goods</i>	General information clearing house relating to foods and cooking; promoting the goods and services of others through providing discounts on merchandise in the field of cooking	
			42	
		<i>Class Type</i>	International	
		<i>Goods</i>	Cooking club services	
COOKING CLUB OF AMERICA	United States	76/003796	2486390	9/4/2007 (A)
<i>Client Name</i>	North American Membership Group	3/20/2000	9/4/2001	9/4/2011 (R)
		<i>Docket Number</i>	U3175	Registered
		<i>Class Type</i>	42	
		<i>Class Type</i>	International	
		<i>Goods</i>	Computer services, namely, providing information in the field of cooking and foods all via the Internet; and cooking club services relating to cooking and foods via the Internet	
COOKING CLUB OF AMERICA	United States	76/010941	2,474,654	7/31/2007 (A)
<i>Client Name</i>	North American Membership Group	3/23/2000	7/31/2001	7/31/2011 (R)
		<i>Docket Number</i>	U3179	Registered
		<i>Class Type</i>	16	
		<i>Class Type</i>	International	
		<i>Goods</i>	Magazines and a series of books all in the fields of food and cooking,	

TRADEMARK

REEL: 003101 FRAME: 0491

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
COOKING PLEASURES	United States	75/430363	2265732	7/27/05 (A)
		2/6/1998	7/27/1999	7/27/2009 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	U1442	Registered
		<i>Class Number</i>	16	<i>Class Type</i>
		<i>Goods</i>	Magazines in the fields of food and cooking	
CREATIVE HOME ARTS CLUB	United States	76/270854	2670107	12/31/2008 (A)
		6/12/2001	12/31/2002	12/31/2012 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	U3750	Registered
		<i>Class Number</i>	42	<i>Class Type</i>
		<i>Goods</i>	International Club for non-professionals in the field of home decorating and entertaining; computer on-line services, namely, a club for non-professionals in the field of home decorating and entertaining via the Internet; information services in the field of home decorating and entertaining; providing information in the field of home decorating and entertaining by means of the Internet	
GARDENING HOW-TO	United States	75/069114	2082607	Filed (A)
		3/14/1997	7/22/1997	7/22/2007 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	U1106	Registered
		<i>Class Number</i>	16	<i>Class Type</i>
		<i>Goods</i>	National Magazines, pamphlets, leaflets, printed instructional, educational and teaching materials and a series of non-fictional books, all in the field of gardening, landscaping, horticulture and outdoor projects.	

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Client Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
HANDY	United States		76/334927	2615176	9/3/2008 (A)
			11/6/2001	9/3/2002	9/3/2012 (R)
			<i>Docket Number</i> U4154		Registered
			<i>Class Number</i>	<i>Class Type</i>	<i>Goods</i>
			16	International	Magazine and a series of books, concerning home repairs and improvements, and do-it-yourself projects
HANDY - Handyman Club of America Magazine & Design	United States		76/090380	2618739	9/10/2008 (A)
			7/17/2000	9/10/2002	9/10/2012 (R)
			<i>Docket Number</i> U3349		Registered
			<i>Class Number</i>	<i>Class Type</i>	<i>Goods</i>
			16	International	Magazine concerning home repairs and improvements, and do-it-yourself projects
HANDYMAN CLUB LIBRARY	United States		76/139366	2487498	9/11/2008 (A)
			10/2/2000	9/11/2001	9/11/2011 (R)
			<i>Docket Number</i> U3437		Registered
			<i>Class Number</i>	<i>Class Type</i>	<i>Goods</i>
			16	International	Series of non-fiction books in the field of home improvement projects, do-it-yourself projects and home repair

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Client Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
HANDYMAN CLUB OF AMERICA	United States	North American Membership Group	76/006346	2442617	4/10/2007 (A)
			3/2/12000	4/10/2001	4/10/2011 (R)
			<i>Docket Number</i> U3169		Registered
			<i>Class Number</i> 37	<i>Class Type</i> International	<i>Goods</i> Information services in the field of do-it-yourself projects, home repair and home improvement projects; and providing information in the field of do-it-yourself projects, home repair and home improvement projects, by means of a global computer network
			42	International	Club for non-professionals in the field of do-it-yourself projects, home repair and home improvement projects; and computer on-line services namely, operating a club for non-professionals in the field of do-it-yourself projects, home repair and home improvement projects via a global computer
HANDYMAN CLUB OF AMERICA	United States	North American Membership Group	74/373529	1859293	Filed (A)
			3/26/1993	10/18/1994	10/18/2014 (R)
			<i>Docket Number</i> U827		Registered
			<i>Class Number</i> 37	<i>Class Type</i> National	<i>Goods</i> Information services, namely, the receipt of expertise from participating members, testing opportunities for trial and testing of do-it-yourself related products, travel discounts, and account services via telephone in the field of do-it-yourself and home repair information
			42	National	Club for non-professionals in the field of do-it-yourself projects and home improvement projects

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
HANDYMAN CLUB OF AMERICA and Design	United States	74/373529	1854867	Filed (A)
		3/26/1993	9/20/1994	9/20/2014 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	U828	Registered
		<i>Class Number</i>		
		<i>Class Type</i>		
		<i>Goods</i>		
		37	National	Information services in the field of do-it-yourself and home repair information
		42	National	Club of non-professionals in the field of do-it-yourself projects and home improvement projects
HUNTERS INFORMATION SERIES	United States	73/788596	1564020	Filed (A)
		3/23/1989	10/31/1989	10/31/2009 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	U829	Registered
		<i>Class Number</i>		
		<i>Class Type</i>		
		<i>Goods</i>		
		16	National	Books on hunting
MASTERS WALLEYE CIRCUIT	United States	74/108747	1843230	Filed (A)
		9/25/1992	7/5/1994	7/5/2014 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	14341	Registered
		<i>Class Number</i>		
		<i>Class Type</i>		
		<i>Goods</i>		
		41	International	Organizing, arranging and conducting walleye fishing tournaments

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
United States		74/108746	1837090	Filed (A)
		9/25/1992	5/17/1994	5/17/2014 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	<i>U4343</i>	Registered
		<i>Class Number</i>	<i>Class Type</i>	<i>Goods</i>
		41	International	Organizing, arranging and conducting Walleye fishing tournaments
NATIONAL HEALTH AND WELLNESS CLUB		76/050170	2484032	8/28/2007 (A)
United States		5/16/2000	8/28/2001	8/28/2011 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	<i>U3267</i>	Registered
		<i>Class Number</i>	<i>Class Type</i>	<i>Goods</i>
		35	International	Promoting the goods and services of others by arranging for discounts on goods and services in the field of health and wellness,
		42	International	Membership club services, namely, providing health and wellness information to non-health professionals, by means of the Internet

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>			
NATIONAL HOME GARDENING CLUB	United States	75/085552	2082618	Filed (A)			
		3/14/1997	7/22/1997	7/22/2007 (R)			
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	U1107	Registered			
		<i>Class Number</i>	16	<i>Class Type</i>	National	<i>Goods</i>	Magazines, pamphlets, leaflets, printed instructional, educational and teaching materials and a series of non-fictional books, in the field of gardening, landscaping, horticulture and outdoor projects
			25	National	Clothing, namely, caps, t-shirts and sweatshirts		
			35	National	General information clearing house relating to gardening, landscaping, horticulture and outdoor projects, and promoting the goods and services of others through the distribution of discount cards		
			42	National	Gardening club for non-professional gardeners in the field of gardening, landscaping, horticulture and outdoor projects		
NATIONAL HOME GARDENING CLUB	United States	76/003798	2484755	9/4/2007 (A)			
		3/20/2000	9/4/2001	9/4/2011 (R)			
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	U3174	Registered			
		<i>Class Number</i>	42	<i>Class Type</i>	International	<i>Goods</i>	Computer services, namely, providing information in the fields of gardening, landscaping, horticulture and outdoor projects all via the Internet; and gardening club for non-professional gardeners in the field of gardening, landscaping, horticulture and outdoor projects

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
NATIONAL HOME GARDENING CLUB & Design	United States	75/977483	2186919	Filed (A)
		41/5/1996	9/1/1998	9/1/2008 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	U1391	Registered
		<i>Class Number</i>		
		<i>Class Type</i>	National	
		<i>Goods</i>	Magazines, pamphlets and a series of non-fictional books, all in the fields of gardening, landscaping, horticulture and outdoor projects	
			42	National
				Gardening club for non-professional gardeners in the fields of gardening, landscaping, horticulture and outdoor projects
NATIONAL STREET MACHINE CLUB	United States	78/447052		
		7/7/2004		
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	U5203	Z NAT Filed
		<i>Class Number</i>		
		<i>Class Type</i>	International	
			16	International
				Magazines and a series of books and videos in the field of custom cars and performance cars
			35	International
				Providing a membership club for car enthusiasts, including information on performance cars and custom cars, product testing, members-only events, product giveaways and discounts, and resource directories and magazines
NORTH AMERICAN ANGLER VIDEO ADVENTURE	United States	74/680511	2031097	Filed (A)
		5/25/1995	1/14/1997	1/14/2007 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	U995	Registered
		<i>Class Number</i>		
		<i>Class Type</i>	National	
			9	National
				Prerecorded video tapes about angling

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
NORTH AMERICAN BOWHUNTING CLUB	United States	74/588022	2256168	6/29/2005 (A)
		10/20/1994	6/29/1999	6/29/2009 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	U3649	Registered
		<i>Class Number</i>	200	
		<i>Class Type</i>	International	
		<i>Goods</i>	Organization of bowhunters, in Class 200.	
NORTH AMERICAN FISHERMAN NORTH AMERICAN FISHING CLUB & Des.	United States	73/764921	1608177	Filed (A)
		11/21/1988	7/31/1990	7/31/2010
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	U831	Registered
		<i>Class Number</i>	16	
		<i>Class Type</i>	National	
		<i>Goods</i>	Magazines on fishing	
NORTH AMERICAN FISHING CLUB	United States	76/003848	2575176	6/4/2008 (A)
		3/20/2000	6/4/2002	6/4/2012 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	U3171	Registered
		<i>Class Number</i>	41	
		<i>Class Type</i>	International	
		<i>Goods</i>	Providing information and providing an on-line directory of information all relating to fishing related camps; fishing guide services	
		42	International	
			Providing a fishing club for non-professional fishers; consumer product safety testing and consultation of fishing-related products.	

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
<i>Country Name</i>	<i>Application Date</i>	<i>Registration Date</i>	<i>Renewal Date</i>
NORTH AMERICAN FISHING CLUB United States	76/003849 3/20/2000	2469396 7/17/2001	7/17/2007 (A) 7/17/2011 (R)
<i>Client Name</i>	<i>Docket Number</i>	<i>Class Number</i>	<i>Class Type</i>
North American Membership Group	U3172	16	International
	<i>Goods</i>		
	Magazines and a series of books all in the field of fishing		
NORTH AMERICAN FISHING CLUB and Design United States	73/778778 2/6/1989	1592775 4/24/1990	Filed (A) 4/24/2010 (R)
<i>Client Name</i>	<i>Docket Number</i>	<i>Class Number</i>	<i>Class Type</i>
North American Membership Group	U832	8	National
	<i>Goods</i>		
	Hand tools, namely, manually-operated knife sharpeners		
	Fishing magazines		
	Clothing, namely, caps		
	Indicating membership in a fishing club		
NORTH AMERICAN HUNTER United States	76/183905 12/20/2000	2626884 9/24/2002	9/24/2008 (A) 9/24/2012 (R)
<i>Client Name</i>	<i>Docket Number</i>	<i>Class Number</i>	<i>Class Type</i>
North American Membership Group	U3561	9	International
	<i>Goods</i>		
	Binoculars and spotting scopes, in Class 9.		

TRADEMARK

REEL: 003101 FRAME: 0500

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
NORTH AMERICAN HUNTER	United States	76/321773	2637748	10/15/2008 (A)
<i>Client Name</i>	North American Membership Group	10/5/2001	10/15/2002	10/15/2012 (R)
		<i>Docket Number</i>	U4135	Registered
		<i>Class Number</i>		
		<i>Class Type</i>	International	
		<i>Goods</i>	Luggage, trunks and backpacks	
NORTH AMERICAN HUNTING CLUB	United States	76/003799	2481912	8/28/2007 (A)
<i>Client Name</i>	North American Membership Group	3/20/2000	8/28/2001	8/28/2011 (R)
		<i>Docket Number</i>	U3173	Registered
		<i>Class Number</i>		
		<i>Class Type</i>	International	
		<i>Goods</i>	Promoting the goods and services of others through the distribution of discounts cards for hunting products all via the Internet; on-line rental services in the field of videos featuring hunting techniques and hunting seasons	
		42	International	A hunting club for non-professional hunters in the field of hunting
NORTH AMERICAN HUNTING CLUB	United States	76/010942	2495831	10/9/2007 (A)
<i>Client Name</i>	North American Membership Group	3/23/2000	10/9/2001	10/9/2011 (R)
		<i>Docket Number</i>	U3178	Registered
		<i>Class Number</i>		
		<i>Class Type</i>	International	
		<i>Goods</i>	Magazines and a series of books all in the field of fishing	
		16		

TRADEMARK

REEL: 003101 FRAME: 0501

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
NORTH AMERICAN HUNTING CLUB and Design	United States	73/320253	1213653	Filed (A)
<i>Client Name</i>	North American Membership Group	7/23/1981	10/19/1982	10/19/2012 (R)
		<i>Docket Number</i>	U833	Registered
		<i>Class Number</i>	200	
		<i>Class Type</i>	National	
		<i>Goods</i>	Indicating membership in a hunting club	
NORTH AMERICAN HUNTING CLUB and Design	United States	73/320416	1235693	Filed (A)
<i>Client Name</i>	North American Membership Group	7/23/1981	4/26/1983	4/26/2013 (R)
		<i>Docket number</i>	U834	Registered
		<i>Class Number</i>	16	
		<i>Class Type</i>	National	
		<i>Goods</i>	Hunting magazines	
NORTH AMERICAN HUNTING ODYSSEY VIDEO COLLECTION	United States	74/734151	2033549	Filed (A)
<i>Client Name</i>	North American Membership Group	9/25/1995	1/28/1997	1/28/2007 (R)
		<i>Docket Number</i>	U999	Registered
		<i>Class Number</i>	9	
		<i>Class Type</i>	National	
		<i>Goods</i>	Video tapes featuring hunting	
NORTH AMERICAN OUTDOORS	United States	74/197999	1741803	12/22/08 (A)
<i>Client Name</i>	North American Membership Group	8/26/1991	12/22/1992	12/22/2012 (R)
		<i>Docket Number</i>	U837	Registered
		<i>Class Number</i>	41	
		<i>Class Type</i>	National	
		<i>Goods</i>	Education and entertainment services; namely, the production of continuing television programs relating to hunting and fishing	

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
NORTH AMERICAN SPORTSMAN'S CLUB	United States	75/527106	2464706	6/6/2007 (A)
<i>Client Name</i>	North American Membership Group	7/27/1998	6/26/2001	6/26/2011 (R)
		<i>Docket Number</i>	U1308	Registered
		<i>Class Number</i>	41	International
		<i>Class Type</i>	Club for non-professionals in the field of fishing and hunting,	
NORTH-AMERICAN-HUNTING-CLUB and Design	United States	73/768447	1564199	Filed (A)
<i>Client Name</i>	North American Membership Group	12/9/1988	11/7/1989	11/7/2009 (R)
		<i>Docket Number</i>	U835	Registered
		<i>Class Number</i>	8	National
		<i>Class Type</i>	Hunting knives	
			13	National
			Firearms	
			14	National
			Metal belt buckles made in whole or in part of precious metal	
			25	National
			Clothing, namely, caps	
PURSUIT VIDEO SERIES	United States	75/657149	2371830	7/25/2006 (A)
<i>Client Name</i>	North American Membership Group	3/10/1999	7/25/2000	7/25/2010 (R)
		<i>Docket Number</i>	U1665	Registered
		<i>Class Number</i>	9	International
		<i>Class Type</i>	Prerecorded video tapes in the field of hunting	

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
STREET THUNDER	United States	78/358506		
		1/28/2004		
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	<i>Goods</i>	<i>Filed</i>
		16	MAGAZINES IN THE FIELD OF AUTOMOBILES AND AUTOMOTIVE EVENTS	
THE HANDYMAN CLUB VIDEO SERIES	United States	76/139652	2490710	9/18/2007 (A)
		10/2/2000	9/18/2001	9/18/2011 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	<i>Goods</i>	<i>Registered</i>
		9	International Series of prerecorded videos in the field of home improvement projects, do-it-yourself projects and home repair	
TODAY'S CREATIVE HOME ARTS	United States	76/270853	2605879	8/6/2008 (A)
		6/12/2001	8/6/2002	8/6/2012 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	<i>Goods</i>	<i>Registered</i>
		16	International Magazine in the field of home decorating and entertaining	

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Country Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
TODAY'S HEALTH & WELLNESS	United States	76/056809	2530749	1/15/2008 (A)
		5/25/2000	1/15/2002	1/15/2012 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	<i>Goods</i>	Registered
		16	International Magazine in the field of health and wellness	
TOUGHTTEST	United States	76/303132	2867225	7/27/2010 (A)
		8/22/2001	7/27/2004	7/27/2014 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	<i>Goods</i>	Registered
		7	International Cordless power tools, namely drills, rotary tools, reciprocating saws, circular saws, sanders, grinders and buffers; AC power tools, namely routers and jigsaws, and power operated parts for all of the aforementioned power tools	
TOUGHTTEST	United States	76/976009	2841376	5/11/2010 (A)
		8/22/2001	5/11/2004	5/11/2014 (R)
<i>Client Name</i>	North American Membership Group	<i>Docket Number</i>	<i>Goods</i>	Registered
		8	International Hand operated tools, namely, wrenches, sockets, pliers, chisels, screwdrivers	

TRADEMARK

REEL: 003101 FRAME: 0505

Friday, April 08, 2005

TRADEMARKS FOR OWNER

North American Membership Group Inc

<i>Mark Name</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Affidavit Date</i>
<i>Country Name</i> WORLD WALLEYE CHAMPIONSHIP	74/108745	1791139	Filed (A)
United States	10/24/1990	8/31/1993	8/31/2013 ®
<i>Client Name</i> North American Membership Group	<i>Docket Number</i> 14345		Registered
	<i>Class Number</i> 41	<i>Class Type</i> International	<i>Goods</i> Organizing, arranging and conducting Walleye fishing tournaments

TRADEMARK

REEL: 003101 FRAME: 0506

RECORDED: 06/10/2005