

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Ideal Media, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LLC - Delaware

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
Additional names, addresses, or citizenship attached? Yes No

Name: Fifth Third Bank (Chicago)
Internal Address: Attn: Schofield Acct. Manager
Address: _____
Street Address: 105 S. York Street
City: Elmhurst
State: IL
Country: USA Zip: 60126

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Michigan
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :
Execution Date(s) March 17, 2005

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) See Attached
B. Trademark Registration No.(s) See Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See Attached

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Thomas W. Soseman
Internal Address: Thiedmann & Edler
Street Address: 222 S. Riverside Plaza
Suite 1410
City: Chicago
State: IL Zip: 60606
Phone Number: (312) 831-4440
Fax Number: (312) 831-4447
Email Address: soseman@thiedmannedler.com

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers 9115
Expiration Date 07/2007
b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Thomas W. Soseman 5-9-2005
Signature Date
Thomas W. Soseman
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$415.00 78232881

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark Registered</u>	<u>Registration Number</u>	<u>Date of Registration</u>
BEVERAGE WORLD	1018820	August 26, 1975
SOFT DRINKS SCOPE	0901563	October 27, 1970
THE BEVERAGE FORUM	2775774	October 21, 2003
GLOBAL BEVERAGE PACKAGE DESIGN CONFERENCE	2304965	December 28, 1999
MENUMONITOR	1632533	January 22, 1991
RESTAURANT BUSINESS	1460000	October 6, 1987
INSTITUTIONAL DISTRIBUTION	1458286	September 22, 1987
ID UPDATE	1724129	October 13, 1992
ID	2147797	March 31, 1998
HANDBOOK OF FOODSERVICE DISTRIBUTION	1747067	January 19, 1993
FOODSERVICE DIRECTOR	1618689	October 23, 1990
FOODSERVICE PRODUCTLINK	2860534	July 6, 2004
RETAIL MERCHANDISER	2481042	August 21, 2001

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
BEVERAGE WORLD'S CHINA BEV	78232881	April 2, 2003

COMMON LAW TRADEMARKS

Marks

BEV OPS

LA BEV EX

**BEVERAGE WORLD'S
GLOBAL BEVERAGE
TECHNOLOGY**

MENUS CONFERENCE

MENU DIRECTIONS

STRAWBERRY PARTY

ID SALES PRO

**ID MANAGEMENT
REPORT**

**SILVER SKILLET
AWARDS**

LICENSED TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Licensor</u>
US BUSINESS REVIEW	2610947	Schofield Publishing Limited
MANUFACTURING TODAY	2637075	Schofield Publishing Limited

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 17, 2005, by IDEAL MEDIA, LLC, a Delaware limited liability company ("Grantor"), in favor of FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation (for itself and as agent for any affiliate of Fifth Third Bancorp, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Note and that certain Term Note both dated January 14, 2005 by and among Schofield Media Group, LLC ("Schofield US"), Schofield Media Limited ("Schofield UK"), Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreements"), Lender has agreed to make the loans pursuant to the Loan Agreements (the "Loans") for the benefit of Schofield US, Schofield UK and Grantor;

WHEREAS, Lender is willing to make the Loans, but only upon the condition, among others, that Grantor become a "Debtor" pursuant to that certain Security Agreement dated as of January 14, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to the Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its trademarks, trademark registrations, trademark applications and trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark licensed under any trademark license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license.

3. **SECURITY AGREEMENT.** The security interests granted to the Lender pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as the date first above written.

IDEAL MEDIA, LLC,
as Grantor

By: [Signature]
Name: A.J. STROFIELD
Title: CEO

FIFTH THIRD BANK (CHICAGO),
as Lender

By: _____
Name: _____
Title: _____

STATE OF Illinois)
)
COUNTY OF Cook) ss.:

On March 17, 2005, before me, Cynthia Wiertel, a Notary Public in and for said County and State, personally appeared Andrew Schofield who, being by me duly sworn, did state as follows: that he is a Chief Executive Officer of Ideal Media, LLC, that he is authorized to execute the foregoing Copyright Security Agreement on behalf of said company and that he did so by authority of the board of directors of said company.

Cynthia Wiertel
Notary Public

[Notary Seal]



IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as above written.

IDEAL MEDIA, LLC,
as Grantor

By: _____
Name: _____
Title: _____

FIFTH THIRD BANK (CHICAGO),
as Lender

By: Todd E. Ryz
Name: Todd E. Ryz
Title: Vice President

STATE OF ILLINOIS)
) ss.:
COUNTY OF Cook)

On March 17, 2005, before me, James Grandt, a Notary Public in and for said County and State, personally appeared Todd E. Ritz who, being by me duly sworn, did state as follows: that he is a Vice President of Fifth Third Bank (Chicago), that he is authorized to execute the foregoing Trademark Security Agreement on behalf of said bank and that he did so by authority of the board of directors of said bank.

James A. Grandt
Notary Public



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