

3/21/05

03-25-2005

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102967029

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

1. Name of conveying party(ies): THE ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation - Delaware [ ] Other Additional name(s) of conveying party(ies) attached? Yes [X] No

2. Name and address of receiving party(ies) Name: PNC BANK, NATIONAL ASSOCIATION Address: Suite 1850 Street Address: 2121 San Jacinto City: Dallas State: TX Zip: 75201 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation: [X] Other: national banking association If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [X] No

OFFICE OF PUBLIC RECORDS 2005 MAR 21 PM 6:07 FINANCE SECTION 11

3. Nature of conveyance: [ ] Assignment [ ] Merger [X] Security Agreement [ ] Change of Name [ ] Other: Effective Date: 02/28/2005 Execution Date(s): 02/28/2005 & 02/25/2005

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

B. Trademark Registration No.(s): 1,305,362 1,320,603 1,042,247

Additional number(s) attached [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Cathryn A. Berryman Address: Jenkins & Gilchrist, P.C. Street Address: 1445 Ross Avenue, Suite 3200 City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$ 120.00 [X] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: 10-0447

DO NOT USE THIS SPACE

9. Signature. Cathryn A. Berryman Name of Person Signing

Cathryn A. Berryman 3/18/05 Signature Date

Total number of pages including cover sheet, attachments, and document: 18

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

03/24/2005 DBYRME 00000006 1305362

01 FC:8521 02 FC:8522

40.00 OP 50.00 OP

Repln. Ref: 03/24/2005 DBYRME 0008211300 DAB:100447 Name/Number:1305362 FC: 9204 \$30.00 CR

DALLAS2 1095227v1 55389-00009

TRADEMARK REEL: 003138 FRAME: 0971

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is between The Rowman & Littlefield Publishing Group, Inc. (the "Debtor"), and PNC Bank, National Association (the "Secured Party"), acting in its capacity as administrative agent under the Credit Agreement (as defined below), and is executed pursuant to that certain Revolving Credit, Term Loan, and Security Agreement dated as of February 28, 2005 (as amended, restated, or otherwise modified from time to time, the "Credit Agreement") among the Debtor, the affiliates of the Debtor party thereto, the lending institutions party thereto, and the Secured Party. All terms defined in the Credit Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Credit Agreement.

### RECITAL:

Pursuant to the terms of the Credit Agreement, the Debtor has granted to the Secured Party, for the benefit of the Secured Party and the Lenders, a lien and security interest in all General Intangibles (as defined in the Credit Agreement) of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

### Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party, for the benefit of the Secured Party and the Lenders, to secure the payment of the Obligations, a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this

clause (a) being referred to herein collectively as the “Trademarks”); (b) each trademark registration (“Trademark Registration”); and (c) each trademark application (“Trademark Application”) (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark (“Trademark License”), to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Credit Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 28 day of February, 2005.

DEBTOR:

THE ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC.

By: \_\_\_\_\_  
Name: James Lyons  
Title: President

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF Maryland )  
 )  
COUNTY OF Anne Arundel )

This instrument was acknowledged before me this 25<sup>th</sup> day of February, 2005, by James K. Lynn, as President of The Rowman & Littlefield Publishing Group, Inc., a Delaware corporation, on behalf of such company.

{Seal}

Pamella Anderson  
Notary Public in and for the State of Maryland

My commission expires: June 8, 2008

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this \_\_\_\_\_ day of February, 2005, by \_\_\_\_\_, as \_\_\_\_\_ of PNC Bank, National Association, on behalf of such banking association.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 28 day of February, 2005.

DEBTOR:

THE ROWMAN & LITTLEFIELD PUBLISHING  
GROUP, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION

By: Terrance M. McKinney  
Name: Terrance McKinney  
Title: Vice President

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of February, 2005, by \_\_\_\_\_, as \_\_\_\_\_ of The Rowman & Littlefield Publishing Group, Inc., a Delaware corporation, on behalf of such company.

{Seal}

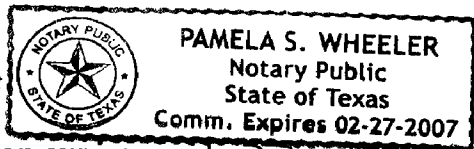
\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this 25 day of February, 2005, by Terrance McKinney, as Vice President of PNC Bank, National Association, on behalf of such banking association.

{Seal}



Pamela S. Wheeler  
Notary Public in and for the State of Texas

My commission expires: 2-27-2007

SCHEDULE 1  
TO TRADEMARK SECURITY AGREEMENT

Owner of Record	Country of Registration	Trademark	Registration No. or Application No.
University Press of America	United States	UNIVERSITY PRESS OF AMERICA	1,305,362
University Press of America	United States	UNIVERSITY PRESS OF AMERICA	1,320,603
MacMillan, Inc.	United States	LEXINGTON BOOKS	1,042,247



# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "THE ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-FIFTH DAY OF JUNE, A.D. 2001, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC." TO "THE ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC.", FILED THE SIXTH DAY OF JULY, A.D. 2001, AT 9 O'CLOCK A.M.

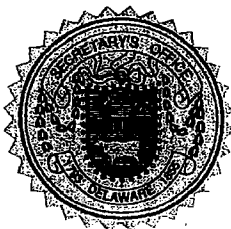
CERTIFICATE OF RENEWAL, FILED THE TWENTY-FOURTH DAY OF MARCH, A.D. 2003, AT 9 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-FOURTH DAY OF MARCH, A.D. 2003, AT 9:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.

3407811 8100H

040904944



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 3548316

DATE: 12-14-04

TRADEMARK  
REEL: 003138 FRAME: 0979

**CERTIFICATE OF INCORPORATION**

**OF**

**ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC.**

**FIRST.** The name of the Corporation is: ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC.

**SECOND.** The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

**THIRD.** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**FOURTH.** The aggregate number of shares which the Corporation shall have the authority to issue is 20,000 shares of common stock of the par value of \$.10 per share and 500,000 shares of preferred stock of the par value of \$1.00 per share.

**FIFTH.** The name and mailing address of the incorporator is William J. Conti, 1050 Connecticut Avenue, N.W., Suite 1100, Washington, D.C. 20036.

**SIXTH.** Election of directors need not be by written ballot.

**SEVENTH.** The Board of Directors is authorized to adopt, amend, or repeal Bylaws of the Corporation except as and to the extent provided in the Bylaws.

**EIGHTH.** Any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (whether or not by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, incorporator, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, incorporator, employee, partner, trustee, or agent of another corporation, partnership, joint venture, trust, or other enterprise (including an employee benefit plan),

shall be entitled to be indemnified by the Corporation to the full extent then permitted by law against expenses (including counsel fees and disbursements), judgments, fines (including excise taxes assessed on a person with respect to an employee benefit plan), and amounts paid in settlement incurred by him in connection with such action, suit, or proceedings. Such right of indemnification shall inure whether or not the claim asserted is based on matters which antedate the adoption of this Article EIGHTH. Such right of indemnification shall continue as to a person who has ceased to be a director, officer, incorporator, employee, partner, trustee or agent and shall inure to the benefit of the heirs and personal representatives of such a person. The indemnification provided by this Article EIGHTH shall not be deemed exclusive of any other rights which may be provided now or in the future under any provision currently in effect or hereafter adopted of the Bylaws, by any agreement, by vote of stockholders, by resolution of disinterested directors, by provision of law, or otherwise.

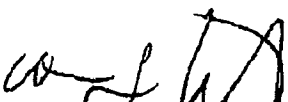
**NINTH.** No director or officer of the Corporation shall be liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director or officer, provided that this provision does not eliminate the liability of the director or officer (i) for any breach of the director's or officer's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of Title 8 of the Delaware Code, or (iv) for any transaction from which the director or officer derived an improper personal benefit. For purposes of the prior sentence, the term "damages" shall, to the extent permitted by law, include, without limitation, any judgment, fine, amount paid in settlement, penalty, punitive damages, excise or other tax assessed with respect to an employee benefit plan, or expense of any nature (including, without limitation, counsel fees and disbursements). Each person who serves as a director or officer of the Corporation while this Article NINTH is in effect shall be deemed to be doing so in reliance on the provisions of this Article NINTH, and neither the amendment or repeal of this Article NINTH, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article NINTH, shall apply to or have any effect on the liability or alleged liability of any director, officer or the Corporation for, arising out of, based upon, or in connection with any acts or

omissions of such director occurring prior to such amendment, repeal, or adoption of an inconsistent provision. The provisions of this Article NINTH are cumulative and shall be in addition to and independent of any and all other limitations on or elimination of the liabilities of directors or officers of the Corporation, as such, whether such limitations or elimination arise under or are created by any law, rule, regulation, bylaw, agreement, vote of shareholders or disinterested directors or officers, or otherwise.

**TENTH.** Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code, or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

IN WITNESS WHEREOF, I made, signed, and sealed this Certificate of Incorporation

this 25<sup>th</sup> day of June, 2001.

  
\_\_\_\_\_  
William J. Conti, Incorporator

**CERTIFICATE OF AMENDMENT OF CERTIFICATE  
OF INCORPORATION BEFORE PAYMENT OF  
ANY PART OF THE CAPITAL  
OF  
ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC.**

It is hereby certified that:

**FIRST.** The name of the corporation (hereinafter called the "Corporation") is Rowman & Littlefield Publishing Group, Inc.

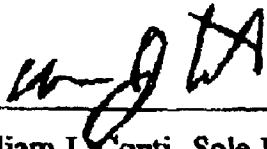
**SECOND.** The corporation has not received any payment for any of its stock.

**THIRD.** The certificate of incorporation of the corporation is hereby amended by striking out Article First thereof and by substituting in lieu of said Article the following new Article:

"**FIRST.** The name of the corporation (herein called the "Corporation") is The Rowman & Littlefield Publishing Group, Inc."

**FOURTH.** The amendment of the certificate of incorporation of the Corporation herein certified was duly adopted, pursuant to the provisions of Section 241 of the General Corporation Law of the State of Delaware, by the sole incorporator (the "Sole Incorporator"), no directors having been named in the certificate of incorporation and no directors having been elected.

Signed on July 6, 2001

A handwritten signature in black ink, appearing to read 'WJ Conti', is written above a horizontal line.

William J. Conti, Sole Incorporator

\*\* TOTAL PAGE.04 \*\*

**TRADEMARK**  
**REEL: 003138 FRAME: 0985**

**CERTIFICATE OF RENEWAL AND REVIVAL OF CERTIFICATE OF  
INCORPORATION OF THE ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC.**

I hereby certify that:

1. The name of the corporation (herein called the "corporation") is The Rowman & Littlefield Publishing Group, Inc.
2. The corporation was organized under the provision of the General Corporation Law of the State of Delaware. The date of filing of its original certificate of incorporation with the Secretary of State of Delaware is June 25, 2001.
3. The address including the street, city, and county of the registered office of the corporation in the State of Delaware and the name of the registered agent at such address are as follows: Corporation Service Company, 271 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
4. The corporation hereby procures a renewal and revival of its certificate of incorporation, which became inoperative by law on March 1, 2003 for failure to file annual reports and non-payment of taxes payable to the State of Delaware.
5. The certificate of incorporation of the corporation, which provides for and will continue to provide for, perpetual duration, shall, upon the filing of this Certificate of Renewal and Revival of the Certificate of Incorporation in the Department of State of the State of Delaware, be renewed and shall become fully operative on February 28, 2003.
6. This Certificate of Renewal and Revival of the Certificate of Incorporation is filed by authority of the duly elected directors as prescribed by Section 312 of the General Corporation Law of the State of Delaware.

Signed on March 24, 2003

/s/ James E. Lyons  
James E. Lyons, President



**CERTIFICATE OF MERGER**

**OF**

**UNIVERSITY PRESS OF AMERICA, INC.**

**AND**

**THE ROWMAN & LITTLEFIELD PUBLISHING GROUP, INC.**

It is hereby certified that:

1. The constituent business corporations participating in the merger herein certified are:

- (i) University Press of America, Inc. ("University Press"), which is incorporated under the laws of the State of Maryland; and
- (ii) The Rowman & Littlefield Publishing Group, Inc. ("Rowman & Littlefield"), which is incorporated under the laws of the State of Delaware.

2. An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the aforesaid constituent corporations in accordance with subsection (c) of Section 252 of the Delaware General Corporation Law, by University Press in accordance with laws of the State of Maryland and by Rowman & Littlefield in accordance with the laws of the State of Delaware.

3. The name of the surviving corporation in the merger herein certified is Rowman & Littlefield, which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the Delaware General Corporation Law.

4. The Certificate of Incorporation of Rowman & Littlefield, as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the Delaware General Corporation Law.

5. The Agreement and Plan of Merger adopted by each of the constituent corporations is on file at an office of the surviving corporation, the address of which is as follows:

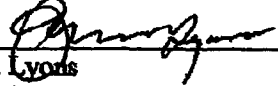
4720 Boston Way, Lanham, Maryland 20706

6. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request, and without cost, to any stockholder of either constituent corporation.

7. The authorized capital stock of University Press consists of 20,000 shares of common stock, par value \$0.10 per share and 500,000 shares of preferred stock, par value \$1.00 per share.

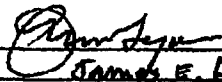
Dated: December 12, 2002

UNIVERSITY PRESS OF AMERICA, INC.

By:   
James E. Lyons  
Vice President

Dated: December 12, 2002

THE ROWMAN & LITTLEFIELD  
PUBLISHING GROUP, INC.

By:   
Name: James E. Lyons  
President