

3/21/05

03-25-2005

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

REC



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

To the Honorable Commissioner of Patents

102967024

original documents or copy thereof.

1. Name of conveying party(ies):  
MADISON BOOKS, INC.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation - Maryland  
 Other :

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

3. Nature of conveyance:

Assignment       Merger  
 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):

2. Name and address of conveying 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:  
 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  No

B. Trademark Registration No.(s):  
1,523,459

OFFICE OF PUBLIC RECORDS  
2005 MAR 21 PM 4:08  
FINANCE SECTION

Additional number(s) attached  Yes  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: ..... 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 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: 8

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

03/24/2005 BYRNE 00000021 1523459  
01 FC:8521 (40.00 DP)

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is between Madison Books, 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:

MADISON BOOKS, 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 Lyons, as President of Madison Books, Inc., a Maryland corporation, on behalf of such company.

{Seal}

Samella Henderson  
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:

MADISON BOOKS, INC.

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

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION

By: Terrance D McKinley  
Name: Terrance p. McKinley  
Title: Vice President

ACKNOWLEDGMENT

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

This instrument was acknowledged before me this \_\_\_\_\_ day of February, 2005, by \_\_\_\_\_, as \_\_\_\_\_ of Madison Books, Inc., a Maryland corporation, on behalf of such company.

{Seal}

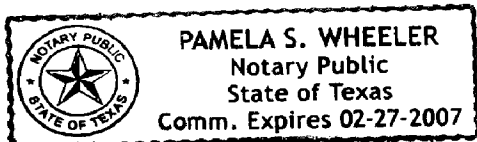
\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

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.
The Buckingham Mint, Inc.	United States	DERRYDALE-PRESS & Design	1,523,459