# 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
Advanced Marketing Services, Inc.		04/27/2004	CORPORATION: DELAWARE

#### RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue, Suite 3000 W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78904282	BLUEFIN
Serial Number:	78901054	SILVER DOLPHIN
Serial Number:	78899175	PORTABLE PRESS
Serial Number:	78899143	PARFAIT PRESS
Serial Number:	78898357	PARFAIT PRESS
Serial Number:	78898265	PORTABLE PRESS
Serial Number:	78851137	BATHROOM READERS' INSTITUTE
Serial Number:	78851112	BATHROOM READER
Serial Number:	76654221	THE MAGAZINE FOR PEOPLE WHO LOVE BOOKS
Serial Number:	76654252	PAGES

#### **CORRESPONDENCE DATA**

Fax Number: (213)630-5728

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

Phone: 213-891-5011

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Email: jhawke@buchalter.com Correspondent Name: Jody Hawke 1000 Wilshire Boulevard, Suite 1500 Address Line 1: Los Angeles, CALIFORNIA 90017-2457 Address Line 4: ATTORNEY DOCKET NUMBER: F6384-1166 NAME OF SUBMITTER: Jody Hawke Signature: /Jody Hawke/ Date: 08/02/2006 **Total Attachments: 17** source=wff-ams#page1.tif source=wff-ams#page2.tif source=wff-ams#page3.tif source=wff-ams#page4.tif source=wff-ams#page5.tif source=wff-ams#page6.tif source=wff-ams#page7.tif source=wff-ams#page8.tif source=wff-ams#page9.tif source=wff-ams#page10.tif source=wff-ams#page11.tif source=wff-ams#page12.tif source=wff-ams#page13.tif source=wff-ams#page14.tif source=wff-ams#page15.tif source=wff-ams#page16.tif

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of April 27, 2004, is entered into between Advanced Marketing Services, Inc., a Delaware corporation ("Debtor") and Wells Fargo Foothill, Inc., a California corporation, as arranger and administrative agent for the Lenders under the Loan Agreement ("Agent"), in light of the following:

- A. Debtor, Agent, and the lenders signatory thereto (the "Lenders") are, contemporaneously herewith, entering into that certain Loan and Security Agreement (as amended, modified, renewed, extended, or replaced from time to time, the "Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and
- B. Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Agent.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

#### 1. DEFINITIONS AND CONSTRUCTION.

1.1 **Definitions.** The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

#### "Collateral" means:

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- (i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;
- (ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

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- (iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned authored, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing)
- (iv) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on <u>Schedule A</u>, attached hereto, as the same may be updated hereafter from time to time;
- (v) All of Debtor's right, title, and interest, in and to the patents and patent applications listed on <u>Schedule B</u>, attached hereto, as the same may be updated hereafter from time to time;
- (vi) All of Debtor's right, title, and interest, in and to the copyrights and copyright registrations listed on <u>Schedule C</u>, attached hereto, as the same may be updated hereafter from time to time;
- (vii) All of Debtor's rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Agent for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;
- (viii) All of Debtor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Agent for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;
- (ix) All of Debtor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Debtor or in the name of Agent for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;
  - (x) All general intangibles relating to the foregoing; and
- (xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise

included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Agent or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Agent, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Agent and Debtor.

#### 2. GRANT OF SECURITY INTEREST.

Debtor hereby grants to Agent, for the benefit of Lenders, a first-priority security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby represents, warrants, and covenants that:

#### 3.1 Copyrights; Trademarks; Service Marks; Patents.

- (i) A true and complete schedule setting forth all material federal and state trademark and service mark registrations owned or controlled by Debtor or exclusively licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;
- (ii) A true and complete schedule setting forth all material patent and patent applications owned or controlled by Debtor or exclusively licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B; and
- (iii) A true and complete schedule setting forth all material federal copyright registrations owned or controlled by Debtor or exclusively licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule C.
- 3.2 Validity; Enforceability. Each of Debtor's copyrights, patents, service marks and trademarks is valid and enforceable, and Debtor is not presently aware of any past, present, or prospective claim by any third party that any of its copyrights, patents, service marks,

or trademarks are invalid or unenforceable, or that its use of any copyrights, patents, service marks, or trademarks violates the rights of any third person, or of any basis for any such claims;

- 3.3 Title. Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, and trademark registrations set forth on Schedules A, B, and C, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons;
- 3.4 Notice. Debtor has used and will continue to use proper statutory notice in connection with its use of each of its copyrights, patents, service marks, and trademarks;
- 3.5 Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of Delaware and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtor or for the perfection of or the exercise by Agent of its rights hereunder to the Collateral in the United States except for such that have been obtained.

# 4. AFTER-ACQUIRED COPYRIGHT, PATENT, SERVICE MARK, OR TRADEMARK RIGHTS.

If Debtor shall obtain rights to any new material copyright, service marks, trademarks, any new patentable inventions or become entitled to the benefit of any material patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Agent with respect to any such new material service marks, trademarks or patents, or renewal or extension of any service mark or trademark registration. Debtor shall bear any expenses incurred in connection with future patent applications or service mark or trademark registrations.

#### 5. LITIGATION AND PROCEEDINGS.

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its commercially reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Agent any information with respect thereto requested by Agent. Agent shall provide at Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Agent of the institution of, or any material adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the

material copyrights, patents, service marks or trademarks, its right to apply for the same, or its right to keep and maintain such material copyright, patent, service mark or trademark rights.

### 6. POWER OF ATTORNEY.

Debtor grants Agent power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following and during the continuance of an Event of Default in Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Agent to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Agent's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

#### 7. INTENTIONALLY DELETED.

#### 8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1 Loan Agreement. An Event of Default shall occur as defined in the Loan Agreement.

#### 9. SPECIFIC REMEDIES.

Upon the occurrence and during the continuation of any Event of Default, Agent shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

- 9.1 Notification. Agent may notify licensees to make royalty payments on license agreements directly to Agent;
- 9.2 Sale. Agent may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Agent deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor five days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by Agent, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Agent shall also give notice of the time and place by publishing a notice one time at least five days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Agent may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of

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the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Agent at such sale.

## 10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF AGENT, IN ANY OTHER COURT IN WHICH AGENT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF DEBTOR AND Agent WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. DEBTOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

#### 11. GENERAL PROVISIONS.

- 11.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Debtor and Agent.
- 11.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Agreement or any rights or duties hereunder without Agent's prior written consent and any prohibited assignment shall be absolutely void. Agent may assign this Agreement and its rights and duties hereunder and no consent or approval by Debtor is required in connection with any such assignment.

- 11.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.
- 11.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Agent or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.
- 11.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.
- 11.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Agent and Debtor.
- executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.
- 11.8 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12 of the Loan Agreement.
- when Agent has received payment and performance, in full, of all Obligations, Agent shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder. Any reference herein to the satisfaction or repayment in full of the Obligations shall have the same meaning as given to that phrase in Section 1.4 of the Loan Agreement.
- 11.10 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

WELLS FARGO FOOTHILL, INC., as Agent

By:	C. Muchandel	
Title:	VP.	

**ADVANCED MARKETING SERVICES, INC.**, a Delaware corporation

By:\_\_\_`

Bruce C. Myers

Executive Vice President and Chief

Financial Officer

# SCHEDULE "A"

# REGISTERED TRADEMARKS AND SERVICE MARKS

Trademarks of Advanced Marketing Service, Inc.\*, and Advantage Publishers Group\*\*, a division of Advanced Marketing Services, Inc.; \*\*\*Attachment A is a full list of copyrights.

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Description	Application / Registration No.	Issue Dates
UNITED STATES		
AMS. THE BEST COMPANY YOU'LL NEVER SEE*	76519532	June 4, 2003
PGW PUBLISHERS GROUP WORLDWIDE*	78397465	November 6, 2003
	2227443	
SILVER DOLPHIN PRESS**		March 2, 1999
LAUREL GLEN**	76427349	July 5, 2002
PORTABLE PRESS**	76519535	June 4, 2003
BATHROOM READERS' INSTITUTE**	76519534	June 4, 2003
BATHROOM READERS INSTITUTE	76519533	
		June 4, 2003
UNCLE JOHN'S BATHROOM READER**	•	
	2189120	Sept. 15, 1998
BATHROOM READER**		
	78397403	November 6, 2003
UNCLE JOHN'S BATHROOM READ	ER	

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March 4, 2003

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SILVER DOLPHIN\*\*

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March 2, 1999

CANADA

PORTABLE PRESS\*\*

UNCLE JOHN'S BATHROOM READER\*\*

BATHROOM READERS' INSTITUTE\*\*

LAUREL GLEN\*\*

SILVER DOLPHIN\*\*

THUNDER BAY\*\*

BATHROOM READER\*\*

EUROPE

PORTABLE PRESS\*\*

UNCLE JOHN'S BATHROOM READER\*\*

LA1:1042515.1

# PENDING TRADEMARKS AND SERVICE MARKS

Trademark and Service Mark

Filing Date

Serial No.

None

LA1:1042515.1

SCHEDULE "B"

# **PATENTS**

Patent Description/Title

Issue Date

Patent No.

Name of Inventor

None

# PATENT APPLICATIONS

Description

Filing Date

Serial No.

Name of Inventor

None

LA1:1042515.1

# SCHEDULE "C"

# REGISTERED COPYRIGHTS

<u>Copyrights</u>: Advantage Publishers Group, a division of Advanced Marketing Services, is a publisher and owns copyrights on books that it publishes. A full list of copyrights is included as Attachment A.

Copyright	Registration Date	Registration No.
Uncle John's Bathroom	August 6, 2003	TX5840856
Reader plunges into great lives	. 6 0003	TX5839378
Uncle John's Bathroom Reader plunges into the	August 6, 2003	
universe/the Bathroom Readers' Hysterical Society		
Uncle John's Bathroom	August 6, 2003	TX5839377
Uncle John's Bathroom Reader plunges into history/the Bathroom Readers		
Hysterical Society		TX5761013
Uncle John's absolutely absorbing Bathroom reading	October 15, 2002	***************************************

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Ulica Schill Anniversary Bathroom Reader	0-7607-3809-2	Space Louising Drags
Outlied Novinetti Control		Published by Rulling 1 co.
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Unce Julia State Bathroom Reader - Hard Cover	1,54223-168-3	UK Edition
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Westlaw

Page

Search Result

Rank(R) 1 of 1

Database COPYRIGHT

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(c) format only 2004 The Dialog Corp. All rights reserved.

Intellectual property security agreement.

PARTY OF THE FIRST: Partners Book Distributing, Inc., Partners Book Distributing West, Inc., Partners Publishers Group, Inc. &

Thunder Bay Press, Inc. PARTY OF THE SECOND: General Electric Capital Corporation.

DOC TYPE: 6

WORKS: The covered bridges.

DATE(s) OF EXECUTION: as of December 11, 2000

DATE RECORDED: February 02, 2001

MICROFILM: V003465

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END OF DOCUMENT

Copr. (C) West 2004 No Claim to Orig. U.S. Govt. Works

Page 1

Search Result

Rank(R) 1 of 1

Database COPYRIGHT

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Garden tools / Val Bradley & John Negus.

CLASS: TX (Textual Works)

LC RETRIEVAL CODE: B (Monographic works of a non-dramatic literary nature)

STATUS: Registered

REGISTRATION NUMBER: TX5664823

DATE REGISTERED: December 20, 2001

(20011220)

PREVIOUS REGISTRATION/PUBLICATION: Preexisting material: UK ed. of Garden tools.

DATE OF CREATION: 2001

DATE OF PUBLICATION: September 01, 2001

AUTHOR(s): Negus, John, 1938-; Bradley, Val, 1958
OWNER(s): Glen, (Laurel) Publishing

LIMITATION OR NEW MATTER: NM: adapted & rev. text.

IMPRINT: San Diego: L. Glen, c2001.

REGISTRATION DEPOSIT: 160 p.

END OF DOCUMENT

Copr. (C) West 2004 No Claim to Orig. U.S. Govt. Works

## SCHEDULE "D"

#### **AFTER-ACQUIRED TRADEMARKS**

No.	Status	Owner	Trademark	Serial No.	File Date
1.	Pending	Advanced Marketing Services, Inc.	BLUEFIN	78-904,282	June 8, 2006
2.	Pending	Advanced Marketing Services, Inc.	SILVER DOLPHIN	78-901,054	June 5, 2006
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9.	Pending	Advanced Marketing Services, Inc.	PAGES	76-654,252	January 30, 2006
10.	Pending	Advanced Marketing Services, Inc.	THE MAGAZINE FOR PEOPLE WHO LOVE BOOKS	76-654,221	January 30, 2006

BN 933146v1 1

**RECORDED: 08/02/2006**