

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 7/31/2008)

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):

Sage Publications, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of the West, as Administrative Agent

Internal

Address: _____

Street Address: 300 South Grand Avenue, 5th Floor

City: Los Angeles

State: CA

Country: U.S.A. Zip: 90071

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other CA State Bank Citizenship CA

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) June 18, 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Chapman and Cutler LLP

Internal Address: Attention: Brian Coughlan

Street Address: 595 Market Street, 26th Floor

City: San Francisco

State: CA Zip: 94105

Phone Number: (415) 541-0500

Fax Number: (415) 541-0506

Email Address: coughlan@chapman.com

6. Total number of applications and registrations involved:

40

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,015

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

8. Payment Information:

a. Credit Card Last 4 Numbers 1002
Expiration Date 08/09

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Brian Coughlan
Signature
Name of Person Signing

7-25-08
Date

Total number of pages including cover sheet, attachments, and document: 15

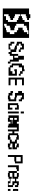

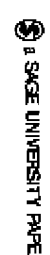
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT
TRADEMARKS

1. FEDERALLY REGISTERED TRADEMARKS

Matter No.	Mark	Class No.	Goods/Services	Serial No. Filing Date	Reg. No. Reg. Date	Use & Renewal Dates	Status
T003	SAGE PUBLICATIONS	42	Computer services, namely, providing access to database and documents via on-line computer services, and providing on-line access to electronic journals, newsletters and books in the field of academic, professional and scholastic research	75/026,194 11/30/95	2,068,736 6/10/97	Renewal: 6/10/17	Registered, Renewed.
T005	SAGE	16	Books, journals, and other publications, namely, pamphlets, brochures, newsletters, directories, catalogues, and magazines, in the field of scholastic, professional, and academic research.	75/027,703 12/4/95	2,056,925 4/29/97	Renewal: 4/29/17	Registered; Renewed
T006	SAGE PUBLICATIONS	9	Research literature in the field of social sciences provided on CD-ROM for use by academics and professionals; computer applications software in the field of academic and professional research analysis	75/026,195 11/30/95	2,062,757 5/20/97	Renewal: 5/20/17	Registered; Renewed
T008USA1B	SAGE PUBLICATIONS	41	Services in the field of publishing scholarly journals, books, newsletters, professional papers and annual series	74/264,736 3/19/92	1,751,627 2/9/93	Renewal: 2/9/13	Registered, Renewed
T009	CORWIN PRESS	16, 41, 42	16 - Books and journals in the field of education, academia, and school administration 41 - Publishing services of books and periodicals relating to education, academia, and school administration and providing on-line information in connection with education, academia and school administration 42 - Computer services, namely, providing on-line publications, namely, books and periodicals in the field of education, academia, and school administration	75/095,818 4/29/96	2,168,847 6/30/98	Renewal: 6/30/08	Registered


Matter No.	Mark	Class No.	Goods/Services	Serial No. Filing Date	Reg. No. Reg. Date	Use & Renewal Dates	Status
T010	PINE FORGE	16, 41, 42	16 - Books, journals, workbooks, booklets, and other related instructional, educational, and teaching materials in the field of social sciences and liberal arts and sciences 41 - Publication of books, journals, workbooks, booklets and other related instructional, educational, and teaching materials in the field of social sciences and liberal arts and sciences primarily for college students	75/096,220 4/29/96	2,179,850 8/11/98	Renewal: 8/11/08	Registered; Section 8 accepted & 15 acknowledged
T016	SAGE SCIENCE PRESS	16	Scientific journals	74/613,919 12/20/94	1,994,168 8/13/96	Renewal: 8/13/16	Registered; Renewed
T017	JOURNAL OF FAMILY HISTORY	16	Interdisciplinary scholarly journal in the field of the history of the family, kinship and population	74/659,230 4/11/95	1,955,127 2/6/96	Renewal: 2/6/16	Registered; Renewed
T019USA1	SS SAGE SCIENCE PRESS & Design 	16	Journals in the fields of science, technology and medicine	74/729,650 8/15/95	1,987,309 7/16/96	Renewal: 7/16/16	Registered; Renewed
T020	S & Design 	16	Books and journals on a variety of subjects	73/740,226 7/15/88	1563293 10/31/89	Renewal: 10/31/09	Registered; Section 8 accepted & 15 acknowledged
	CE CITY PAPER & Design	16	Books and journals on a variety of subjects	73/740,227 7/15/88	1,560,824 10/17/89	Renewal: 10/17/09	Registered; Section 8 accepted & 15 acknowledged


Matter No.	Mark	Class No.	Goods/Services	Serial No. Filing Date	Reg. No. Reg. Date	Use & Renewal Dates	Status
1023	CLINICAL NURSING RESEARCH AN INTERNATIONAL JOURNAL	16	Scholarly journal focusing on the clinical practice of nursing	74/256,878 3/19/92	1,977,409 5/28/96	Renewal: 5/28/16	Registered; Renewed
1036	PINE FORCE PRESS	16, 41, 42	16 - Books, journals, workbooks, booklets, and other related instructional, educational, and teaching materials in the field of social sciences and liberal arts and sciences 41 - Publication of books, journals, workbooks, booklets, and other related instructional, educational, and teaching materials in the field of social sciences and liberal arts and sciences primarily for college students 42 - On-line computer services, namely, providing on-line books, journals, workbooks, booklets, and other related instructional, educational, and teaching materials in the field of social sciences and liberal arts and sciences primarily for college students	75/841,227 11/5/99	2,434,926 3/13/01	Renewal: 3/13/11	Registered; Section 8 accepted & 15 acknowledged
T038USA16	EXPERTS IN ASSESSMENT	16	Series of books and periodicals in the field of education	76/291,918 7/31/01	2,634,721 10/15/02	Use: 10/15/08 Renewal: 10/15/12	Registered
T039	THE NEUROSCIENTIST	16	Medical journals published periodically	75/053,215 2/5/96	2,009,233 10/15/96	Renewal: 10/15/16	Registered; Renewed
T040	SAGE JOURNALS ONLINE	42	Computer services, namely, providing access to journal articles to internet users, including individual subscribers, businesses, and institutions via online computer services; providing online access to electronic journals, newsletters, and books in the field of academic, professional, and scholastic research	78/809,419 2/7/06	3,222,063 3/27/07	Use: 3/27/13 Renewal: 3/27/17	Registered
T041	SAGERACK		Providing an interactive website for manuscript submissions; providing non-downloadable software	78/809,280	3,345,747	Use: 11/27/13	Registered

Matter No.	Mark	Class No.	Goods/Services	Serial No.	Filing Date	Reg. No.	Reg. Date	Use & Renewal Dates	Status
			for use in submitting, reviewing, collaborating, deciding on, and delivering peer reviewed journal articles to Publisher		2/7/06		11/27/07	Renewal: 11/27/2017	
T047	THE AMERICAN JOURNAL OF HOSPICE AND PALLIATIVE CARE	16	magazines for health professionals concerned with the administration of medical facilities and handling of the medical, occupational, therapeutic, social, psychological and spiritual concerns of patients and their families and survivors	76/617550 10/26/2004	2982375 8/2/05		Use: 8/2/11 Renewal: 8/2/15	Registered	
T005GBR United Kingdom	SAGE	16	Printed matter, books, periodicals, magazines, instructional matter, teaching aids and manuals, all for use in scholarly, academic, professional and learning research, study, training and education	2049936 12/29/1995	2049936B 12/29/1995		Renewal: 12/29/2015	Registered, Renewed	
T005MDP Madrid Protocol	SAGE	16	Books, journals, and other publications, namely, pamphlets, brochures, newsletters, directories, catalogues, and magazines, in the field of scholastic, professional, and academic research	USPTO Ref. No.: A0005318 7/20/06	891654 7/20/06		7/20/16	Registered	
Countries covered: China Japan Singapore								China - Reg'd Japan - Pend. Singapore-Reg'd	
T013GBR United Kingdom	SCOLARI	9	Optical, electronic and magnetic data storage devices bearing recorded information; computer software adapted for use with the aforesaid goods	2042541 10/24/95	2042541 10/24/95		Renewal: 10/24/2015	Registered, Renewed	
		16	Printed matter; books; periodicals; magazines; instructional matter; teaching aids and manuals						

Matter No.	Mark	Class No.	Goods/Services	Serial No. Filing Date	Reg. No. Reg. Date	Use & Renewal Dates	Status
T014GBR United Kingdom	SAGE PUBLICATIONS	9	Optical, electronic and magnetic data storage devices bearing recorded information; computer software adapted for use with the aforesaid goods; all for use in scholarly, academic, professional and learned research, study, training and education; but not including computer software relating to financing and accountancy	2049936 12/29/1995	2049936A 12/29/1995	Renewal: 12/29/2015	Registered, Renewed
		16	Printed matter; books; periodicals; magazines; instructional matter; teaching aids and manuals, all for use in scholarly, academic, professional and learned research, study, training and education				
	SAGE PUBLICATIONS SIGN	9	Research literature provided on cd-rom for use by academics and professionals; computer software, namely, applications software for use in the field of academic and professional research analysis	812,176 5/8/1996	TMA 502185 10/13/1998	Renewal: 10/13/2013	Registered
		16	Academic, professional, scholastic and research materials, namely, books, journals, newsletters, directories, reference guides				
		41	Publishing of books, journals, newsletters, directories and academic, professional and scholastic research and analysis				
	SAGE PUBLICATIONS SIGN	9	Research literature provided on cd-rom for use by academics and professionals; computer applications software in the field of academic and professional research analysis	232413 4/19/1996	232413 9/30/1998	Renewal: 4/19/2016	Registered, Renewed
		16	Books, journals, newsletters, directories, and academic, professional, scholastic and research journals				
		41	Publishing of books, journals, newsletters, directories and academic, professional, scholastic and research materials; on-line services of providing information and publications relating to academic, professional and scholastic research and analysis				



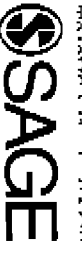

Matter No.	Mark	Class No.	Goods/Services	Serial No. Filing Date	Reg. No. Reg. Date	Use & Renewal Dates	Status
1036CTM European Community	PINE FORCE PRESS	9	Electronic publications for instructions, educational and teaching materials in the field of social sciences, liberal arts and science but not including the science of computer hardware and computer engineering; optical, electronic and magnetic data storage devices bearing recorded information relating to social science, liberal arts and sciences but not including the science of computer hardware and computer engineering; computer software adopted for use with the aforesaid goods	1540038 3/6/2003	1,540,038 8/1/2002	Renewal: 3/6/2010	Registered
		16	Instructional, educational and teaching materials; printed matter; books; periodicals; magazines; teaching aids and manuals				
		41	Education services; publication and on-line provisional of instructional, educational and teaching materials; provision of information relating to the aforesaid, on-line from a computer network or via the Internet or extranets				
		42	On-line computer services; web site design; creation, operation and hosting services; providing search, retrieval, indexing, linking and data organization capabilities for the Internet; provision of electronic bulletin boards for students and academics; provision of Internet sites for the aforesaid services; information relating to aforesaid services on-line from a computer network or via the Internet or extranets				
T041CTM European Community	SAGETRACK	42	Providing an interactive website for manuscript submissions; providing non-downloadable software for use in submitting, reviewing, collaborating, deciding on, and delivering peer reviewed journal articles to Publisher	4948171 3/8/06	4948171 4/10/07	3/8/16	Registered
T042MDP Madrid Protocol	SAGE PUBLICATIONS	9	Research literature in the field of social sciences provided on CD-ROM for use by academics and professionals; computer applications software in the field of academic and professional research analysis	USPTO Ref. No.: A0005320 7/20/06	903728 7/20/06	7/20/16	Registered
Countries covered: Japan		41	Services in the field of publishing scholarly journals, books, newsletters, professional papers and annual series				



Matter No.	Mark	Class No.	Goods/Services	Serial No. Filing Date	Reg. No. Reg. Date	Use & Renewal Dates	Status
Korea Singapore		42	Computer services, namely, providing access to database and documents via on-line computer services, and providing on-line access to electronic journals, newsletters and books in the field of academic, professional and scholarly research				Japan - Reg'd Korea - Pend. Singapore - Pend.
TMSMDP Madrid Protocol Countries covered: China CTM Japan Korea Singapore	SAGE and Design 	9	Audiovisual recordings, namely, compact discs, tape cassettes, CD-ROMs, video tapes, DVDs and laser discs all featuring scholarly, academic, professional, learned, medical, scientific, and technical research including training and educational information related to these areas; downloadable electronic publications and audio-video recordings in the field of scholarly, academic, professional, learned, medical, scientific, and technical research including training and educational information related to these areas via global computer networks; computer software in the fields of scholarly, academic, professional, learned, medical, scientific, and technical research, training and education	USPTO Ref. No.: A00005787 9/8/06	Int. Reg. No. 918998	9/8/16	Registered China - Pend. CTM - Reg'd. Japan - Pend. Korea - Pend. Singapore - Pend.
		41	Publishing services; educational services, namely, conducting seminars and workshops in the fields of scholarly, academic, professional, learned, medical, scientific and technical research; providing on-line publications in the nature of books, journals, newsletters and catalogs in the fields of scholarly, academic, professional, learned, medical, scientific, and technical research including training and educational information related to these areas				
		42	Providing information in the fields of scholarly, academic, professional, learned, medical, scientific and technical research and training via global computer networks				
TMSMDP Madrid Protocol Countries	CORWIN PRESS and Bird Design	16	books, journals, magazines, newsletters and catalogs in the fields of political, social, scholarly, academic, professional, learned, medical, scientific and technical information and education	USPTO Ref. No.: A00008763 7/3/07	936882 7/3/07	7/3/17	Registered
		41					

Matter No.	Mark	Class No.	Goods/Services	Serial No.	Reg. No.	Use & Renewal Dates	Status
covered: Australia China CTM Japan Korea Singapore	 CORWIN PRESS		educational services, namely, conducting seminars and workshops in the fields of scholarly, academic, professional, learned, medical, scientific and technical research; providing on-line publications in the nature of books, journals, newsletters and catalogs in the fields of scholarly, academic, professional, learned, medical, scientific, and technical research including training; and educational information related to these areas; publishing services				Australia - Reg'd China - Pend. CTM - Reg'd Japan - Pend. Korea - Pend. Singapore - Pend.

2. TRADEMARK APPLICATIONS

Matter No.	Mark	Class No.	Goods/Services	Serial No.	Reg. No.	Use & Renewal Dates	Status
TU09USAA1	CORWIN PRESS	41	Educational services, namely, conducting seminars and workshops in the fields of scholarly, academic, professional, learned, medical, scientific and technical research; providing on-line publications in the nature of books, journals, newsletters and catalogs in the fields of scholarly, academic, professional, learned, medical, scientific, and technical research including training; and educational information related to these areas; publishing services	77/130,041 3/13/07			Statement of Use and/or 1st Extension of Time due 8/19/08
Matter No.	Mark	Class No.	Goods/Services	Serial No.	Reg. No.	Use & Renewal Dates	Status

Matter No.	Mark	Class No.	Goods/Services	Serial No. Filing Date	Reg. No. Reg. Date	Use & Renewal Dates	Status
	 Design	9	Audiovisual recordings, namely, compact discs, tape cassettes, CD-ROMs, video tapes, DVDs and laser discs all featuring scholarly, academic, professional, learned, medical, scientific, and technical research including training and educational information related to these areas; downloadable electronic publications and audio-video recordings in the field of scholarly, academic, professional, learned, medical, scientific, and technical research including training and educational information related to these areas via global computer networks; computer software in the fields of scholarly, academic, professional, learned, medical, scientific, and technical research, training and education	78/970,073 9/8/06			Final Review completed, will register in due course
	 Design	16	Books, journals, newsletters and catalogs in the fields of scholarly, academic, professional, learned, medical, scientific and technical research, training and education	78/970,098 9/8/06			Final Review completed, will register in due course
	 Design	41	Publishing services; educational services, namely, conducting seminars and workshops in the fields of scholarly, academic, professional, learned, medical, scientific and technical research; providing on-line publications in the nature of books, journals, newsletters and catalogs in the fields of scholarly, academic, professional, learned, medical, scientific, and technical research including training and educational information related to these areas	78/970,127 9/8/06			Final Review completed, will register in due course
	 Design	42	Providing information in the fields of scholarly, academic, professional, learned, medical, scientific and technical research and training via global computer networks	78/970,204 9/8/06			Final Review completed, will register in due course

1045	 CORWIN PRESS and Bird Design	41	Educational services, namely, conducting seminars and workshops in the fields of scholarly, academic, professional, learned, medical, scientific and technical research; providing on-line publications in the nature of books, journals, newsletters and catalogs in the fields of scholarly, academic, professional, learned, medical, scientific, and technical research including training, and educational information related to these areas; publishing services	77/203,380 6/11/07			Application published for opposition 4/15/08
T045USAI6	 CORWIN PRESS and Bird Design	16	books, journals, magazines, newsletters and catalogs in the fields of political, social, scholarly, academic, professional, learned, medical, scientific and technical information and education	77/217/871	6/28/07		Application published for opposition 5/13/08
T051USAI6	SAGETEXTIS	16	books, journals, newsletters and catalogs in the fields of scholarly, academic, professional, learned, medical, scientific and technical research, training and education	77/309947 10/22/07			Application published for opposition 3/11/08

Matter No.	Mark	Class No.	Goods/Services	Serial No. Filing Date	Reg. No. Reg. Date	Use & Renewal Dates	Status
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T051USA41	SAGETEXTS	41	publishing services, namely, publishing of books, journals, magazines, newsletters, and catalogs; educational services, namely, conducting seminars and workshops in the fields of scholarly, academic, professional, learned, medical, scientific and technical research; providing on-line publications in the nature of books, journals, newsletters and catalogs in the fields of scholarly, academic, professional, learned, medical, scientific and technical training and educational information related to these areas; providing information in the fields of educational research and training in the fields of life science, biomedical sciences, clinical medicine, psychology, psychiatry, nursing, food science, physics, mathematics, computing, material science, engineering, chemistry, environmental science, and plant science via global computer networks	77/309960 10/22/07			Application published for opposition 3/11/08
T051USA42	SAGETEXTS	42	providing information in the fields of medical, scientific and technical research in the fields of science, biomedical sciences, clinical medicine, psychology, psychiatry, nursing, food science, physics, mathematics, computing, material science, engineering, chemistry, environmental science, and plant science via global computer networks	77/309974 10/22/07			Application published for opposition 3/11/08

Matter No.	Mark	Class No.	Goods/Services	Serial No. Filing Date	Reg. No. Reg. Date	Use & Renewal Dates	Status
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, supplemented and/or otherwise modified from time to time, this "*Agreement*"), dated as of June 18, 2008, is between SAGE PUBLICATIONS, INC., a Delaware corporation ("*Grantor*"), and BANK OF THE WEST, a California state chartered bank, as administrative agent for the benefit of Lending Parties (as hereinafter defined) (in such capacity, the "*Administrative Agent*").

RECITALS

A. Grantor has previously entered into that certain Credit Agreement, dated as of May 28, 2008 (as amended, supplemented and/or otherwise modified from time to time, the "*Credit Agreement*"), among Grantor, the domestic significant subsidiaries of Grantor from time to time party thereto as Subsidiary Guarantors, the financial institutions from time to time parties thereto as Revolving Credit Lenders (collectively, the "*Revolving Credit Lenders*"), and Bank of the West, as Administrative Agent, L/C Issuer (in such capacity, the "*L/C Issuer*") and swing line lender (in such capacity, the "*Swing Line Lender*") pursuant to which Revolving Credit Lenders, L/C Issuer and Swing Line Lender have agreed, subject to certain terms and conditions, to extend various financial accommodations to Grantor (Administrative Agent, Revolving Credit Lenders, L/C Issuer and Swing Line Lender are sometimes hereinafter referred to collectively as "*Lending Parties*" and individually as a "*Lending Party*").

B. As a post-closing condition under the Credit Agreement, Lending Parties have required, among other things, that Grantor grant to Administrative Agent for the benefit of Lending Parties a lien on and security interest in, among other assets, the personal property of Grantor described herein subject to the terms and conditions hereof.

C. Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and in order to induce Lenders to extend credit to Grantor pursuant to the Credit Agreement, Grantor agrees, for the benefit of Administrative Agent, as follows:

Section 1. Definitions. Unless the context otherwise requires, each capitalized term used but not otherwise defined herein has the meaning ascribed thereto in the Credit Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance when due of all of the Obligations, Grantor does hereby mortgage, pledge and hypothecate to Administrative Agent, and grant a security interest and lien to Administrative Agent in and to, all of the following, whether now owned or hereafter acquired or existing (collectively, the "*Trademark Collateral*"):

(a) all trademarks and trademark applications, including, without limitation, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, and designs, general intangibles of a like nature and those trademarks listed on Schedule A attached hereto and the goodwill associated therewith, and (i) all income, royalties, damages, and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without

limitation, damages and payments for past, present and future infringements of any of the foregoing, and (ii) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "*Trademarks*"); and

(b) all rights under or interest in any trademark license agreements with any other party, other than the CQ License Agreement, whether Grantor is a licensee or licensor under any such license agreement (to the extent permitted thereunder), including, without limitation, those license agreements listed on Schedule A attached hereto (all of the foregoing are hereinafter referred to collectively as the "*Trademark Licenses*"); and

(c) all income, royalties and proceeds at any time due or payable to Grantor or asserted for the benefit of Grantor under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. New Trademarks. If, before the Obligations (other than unasserted contingent indemnity obligations) shall have been satisfied in full, Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of Section 2 shall automatically apply thereto and Grantor shall give to Administrative Agent prompt notice thereof in writing. Grantor authorizes Administrative Agent to modify this Agreement by amending Schedule A to include any future Trademarks and any future Trademark Licenses.

Section 4. Attorney-In-Fact. Grantor hereby irrevocably designates, constitutes and appoints Administrative Agent (and all Persons designated by Administrative Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Administrative Agent and any of Administrative Agent's designees, in Grantor's or Administrative Agent's name, to take any action and execute any instrument which Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by Administrative Agent of notice to Grantor of Administrative Agent's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Trademarks or the Trademark Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of any of the Trademark Collateral to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Trademark Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Trademark Licenses as Administrative Agent reasonably deems in the best interests of Lending Parties. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations (other than unasserted contingent indemnity obligations) shall have been paid in full in cash. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the Credit Agreement or the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

Grantor agrees that upon occurrence of an Event of Default, the use by Administrative Agent of all or any Trademark Collateral in the exercise of remedies provided for in this Agreement, the Credit Agreement or the Uniform Commercial Code shall be without any liability for royalties or other related charges from Administrative Agent to Grantor but shall remain subject to liability for third party royalties

and other related charges, if any, provided for in Trademark Licenses applicable to such use, which shall be for the sole account of Grantor.

Section 5. Duties of Grantor. Grantor shall have the duty diligently (as may be commercially reasonable), through counsel reasonably acceptable to Administrative Agent, to prosecute any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file federal application on registerable but unregistered material Trademarks, and to do any and all acts worldwide that are reasonably necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademark Collateral shall be borne by Grantor. Grantor shall not abandon any Trademark Collateral without the consent of Administrative Agent, which consent shall not be unreasonably withheld.

Section 6. Administrative Agent's Right to Sue. Grantor shall have the right, with the prior written consent of Administrative Agent, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademarks, in which event Administrative Agent may, if necessary, be joined as a nominal party to such suit if Administrative Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor hereby agrees that, notwithstanding anything to the contrary contained herein or in the Credit Agreement, as between Grantor and Administrative Agent, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with all or any of the Trademark Collateral. Grantor shall promptly, upon demand and to the extent provided for in Section 11.04 of the Credit Agreement, reimburse and indemnify Administrative Agent for all damages, and reasonable costs and expenses, including reasonable attorneys' fees, incurred by Administrative Agent in the fulfillment of the provisions of this Section 6.

Section 7. Administrative Agent's Right to Act. Subject to the terms of the Credit Agreement, if Grantor fails to comply with any of its obligations hereunder, Administrative Agent may (but shall not be obligated) do so in Grantor's name or in Administrative Agent's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Administrative Agent in full for all expenses, including, without limitation, attorney's fees, reasonably incurred by Administrative Agent in protecting, defending, and maintaining the Trademark Collateral.

Section 8. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent and each Lending Party thereunder) shall remain in full force and effect in accordance with its terms and are incorporated herein by this reference.

Section 9. Release of Security Interest. Upon payment in full in cash of all Obligations (other than unasserted indemnity obligations), Administrative Agent shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be reasonably necessary to release the lien on and security interest in the Trademark Collateral that has been granted hereunder.

Section 10. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark

Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by this reference.

Section 11. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

Section 12. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by the parties hereto.

Section 13. Governing Law; Jurisdiction; Etc.

(a) **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA.

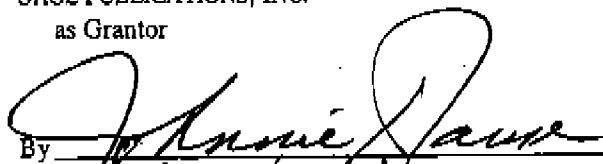
(b) **SUBMISSION TO JURISDICTION.** EACH OF GRANTOR AND ADMINISTRATIVE AGENT IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA SITTING IN THE CITY OF LOS ANGELES AND THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY OF THE FOREGOING, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT TO WHICH EACH IS A PARTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURTS OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURTS. 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 OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ANY OF ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

(c) **WAIVER OF VENUE.** GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION 13. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) **SERVICE OF PROCESS.** EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first written above.

SAGE PUBLICATIONS, INC.
as Grantor

By: 
Name: JAMMIE A. JAMES
Title: SR VP + General Counsel

ACCEPTED AND AGREED:

BANK OF THE WEST,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first written above.

SAGE PUBLICATIONS, INC.
as Grantor

By _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

BANK OF THE WEST,
as Administrative Agent

By: Karen LaParisi
Name: Karen LaParisi
Title: Vice President

1051USA9	SAGETEXTS	9	audiovisual recordings, namely, compact discs, tape cassettes, CD-ROMs, videotapes, and DVDs all featuring scholarly, academic, professional, learned, medical, scientific, and technical research including training and educational information related to these areas; downloadable electronic publications and audio video recordings in the fields of scholarly, academic, professional, learned, medical, scientific, and technical research including training and educational information related to these areas via global computer networks; computer database software in the fields of scholarly, academic, professional, learned, medical, scientific, and technical research, training and education	77/309933			Application published for opposition 3/11/08
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3. TRADEMARK LICENSES

Licensed Journal Trademarks

Below is the list of journals that SAGE publishes on behalf of the societies who own the journals. For each listed journal, SAGE has entered into a publishing agreement with the society under which the society grants to SAGE certain rights, including non-exclusive trademark rights, of the journal necessary to publish, distribute, market, and sell the journal.

Journal Title	Society/ Journal Owner	Year First Published by SAGE	Annual Frequency
Personality and Social Psychology Bulletin	Society for Personality and Social Psychology, Inc.	1980	12
Criminal Justice and Behavior	American Association for Correctional and Forensic Psychologists	1981	12
The ANNALS of the American Academy of Political and Social Science	American Academy of Political and Social Science	1981	6
Educational Administration Quarterly	University Council for Educational Administration	1983	5
Latin American Perspectives	Latin American Perspectives, Inc.	1984	6
The Counseling Psychologist	Division 17 of Counseling Psychologist Association	1985	6
Journal of Applied Gerontology	The Southern Gerontological Society	1986	5
Gender & Society	Sociologists for Women in Society	1987	6
Journal of Management Education	The Organizational Behavior Teaching Society	1991	6
The Journal of Applied Behavioral Science	NITL Institute for Applied Behavioral Science	1991	4
Journal of Holistic Nursing	American Holistic Nurses' Association	1992	4
Journal of Management Behavioral Science	American Association of Family and Consumer Sciences	1992	4
Journal of Holistic Nursing	American Association of Family and Consumer Sciences	1992	4
Journal of Black Psychology	Association of Black Psychologists	1993	4
Journal of the Academy of Marketing Science	Academy of Marketing Science	1994	4
Health Education & Behavior	Society for Public Health Education	1995	6

Journal of Teacher Education	American Association of Colleges for Teacher Education	1995	5
Public Performance & Management Review	Productivity Alternatives, Inc.	1995	4
Nonprofit and Voluntary Sector Quarterly	ASSOCIATION FOR RESEARCH ON NONPROFIT ORGANIZATIONS AND VOLUNTARY ACTION	1996	4
Journal of Hospitality & Tourism Research	Council on Hotel, Restaurant and Institutional Education	1998	4
The Journal of Clinical Pharmacology	American College of Clinical Pharmacology, Inc.	1999	12
Adult Education Quarterly	American Association for Adult and Continuing Education	1999	4
Health Promotion Practice	Society for Public Health Education	2000	4
Journal of Human Lactation	International Lactation Consultant Association (ILCA)	2000	4
Journal of Planning Education and Research	Association of Collegiate Schools of Planning	2000	4
Medical Decision Making	Society for Medical Decision Making c/o George Washington University	2001	6
Journal of Neuroimaging	American Society of Neuroimaging	2001	4
Journal of Diagnostic Medical Sonography	Society of Diagnostic Medical Sonography	2001	6
Journal of Studies in International Education	Association for Studies in International Education	2001	4
Neurorehabilitation and Neural Repair	American Society of Neurorehabilitation	2002	4
Journal of Biomolecular Screening	Society for Biomolecular Screening	2003	6
East European Politics and Societies	American Council of Learned Societies	2003	10
Review of Radical Political Economics	Union for Radical Political Economics	2003	4
Journal of Pediatric Oncology Nursing	ASSOCIATION OF PEDIATRIC ONCOLOGY NURSES	2003	4
Journal of Business Communication	Association for Business Communication	2004	6
Business Communication Quarterly	Association for Business Communication	2004	4
The American Journal of Sports Medicine	American Orthopaedic Society for Sports Medicine	2004	4
Cornell Hospitality Quarterly	Cornell University on behalf of its School of Hotel Administration and the Centre	2004	12
Journal of the American Psychiatric Nurses Association	American Psychiatric Nurses Association	2004	4
American Journal of Evaluation	American Evaluation Association	2004	6
Journal of Management	Southern Management Association	2004	4
Criminal Justice Review	GEORGIA STATE UNIVERSITY RESEARCH FOUNDATION	2005	6
International Criminal Justice Review	GEORGIA STATE UNIVERSITY RESEARCH FOUNDATION	2005	4
Armed Forces & Society	Inter-University Seminar on Armed Forces and Society	2005	4
The Diabetes Educator	AMERICAN ASSOCIATION OF DIABETES EDUCATORS	2005	6
American Journal of Medical Quality	American College of Medical Quality	2005	6
Journal of Cases in Educational Leadership	University Council for Educational Administration	2005	1
NASSP Bulletin	National Association of Secondary School Principals	2006	4
Traumatology	Sage Publications, Inc.	2006	4
Clothing and Textiles Research Journal	International Textile and Apparel Association	2006	4
Political Research Quarterly	Western Political Science Association	2007	4
Reproductive Sciences	Society for Gynecological Institution	2007	4
Gifted Child Quarterly	National Association for Gifted Children	2007	10
AMERICAN EDUCATIONAL RESEARCH JOURNAL	American Educational Research Association	2007	4
EDUCATIONAL EVALUATION AND POLICY ANALYSIS	American Educational Research Association	2007	4

EDUCATIONAL RESEARCHER	American Educational Research Association	2007	9
REVIEW OF EDUCATIONAL RESEARCH	American Educational Research Association	2007	4
REVIEW OF RESEARCH IN EDUCATION	American Educational Research Association	2007	1
JOURNAL OF EDUCATION AND BEHAVIORAL STATISTICS	American Educational Research Association	2007	4
LABOR STUDIES JOURNAL	United Association for Labor Education	2007	4
Journal of Leadership and Organizational Studies	Baker College	2007	4
SEXUAL ABUSE: A JOURNAL OF RESEARCH AND TREATMENT	The Association for the Treatment of Sexual Abusers	2008	7
JOURNAL OF EARLY INTERVENTION	Division for Early Childhood of the Council for Exceptional Children	2008	4
YOUNG EXCEPTIONAL CHILDREN	Division for Early Childhood of the Council for Exceptional Children	2008	4
TOXICOLOGIC PATHOLOGY	Society of Toxicologic Pathology	2008	7
Assessment for Effective Intervention	Hammill Institute on Disabilities	2008	4
Career Development for Exceptional Individuals	Hammill Institute on Disabilities	2008	3
Communication Disorders Quarterly	Hammill Institute on Disabilities	2008	4
Focus on Autism and Other Developmental Disabilities	Hammill Institute on Disabilities	2008	4
Intervention in School and Clinic	Hammill Institute on Disabilities	2008	4
Journal of Disability Policy Studies	Hammill Institute on Disabilities	2008	5
Journal of Emotional And Behavioral Disorders	Hammill Institute on Disabilities	2008	4
Journal of Learning Disabilities	Hammill Institute on Disabilities	2008	4
Journal of Positive Behavior Interventions	Hammill Institute on Disabilities	2008	6
Journal of Special Education	Hammill Institute on Disabilities	2008	4
Rehabilitation Counseling Bulletin	Hammill Institute on Disabilities	2008	4
Remedial and Special Education	Hammill Institute on Disabilities	2008	6
Topics in Early Childhood Special Education	Hammill Institute on Disabilities	2008	4
Word of Mouth	Hammill Institute on Disabilities	2008	4
General Music Today	MENC: The National Association for Music Education	2008	5
Journal of Music Teacher Education	MENC: The National Association for Music Education	2008	3
Journal of Research in Music Education	MENC: The National Association for Music Education	2008	2
Update: Applications of Research in Music Education	MENC: The National Association for Music Education	2008	4
Journal of the American Psychoanalytic Association	MENC: The National Association for Music Education	2008	2
Music Educators Journal	American Psychoanalytic Association	2008	4
Journal of Parenteral and Enteral Nutrition	MENC: The National Association for Music Education	2008	4
Nutrition in Clinical Practice	American Society for Parenteral and Enteral Nutrition	2008	6
Family Business Review	American Society for Parenteral and Enteral Nutrition	2008	6
Sports Health	Family Firm Institute	2008	4
	American Orthopaedic Society for Sports Medicine	2008	4

TRADEMARK

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RECORDED: 07/25/2008