



Handwritten mark resembling a 'D' or 'G' in a circle.

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101612165

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

1. Name of conveying party(ies):
WELDON OWEN, INC.
814 Monterey Street
San Francisco, CA 94133 *1.3.0.01*

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **December 12, 2000**

2. Name and address of receiving party(ies)
Name: **IMPERIAL BANK**
Internal Address:
Street Address: **1331 No. California Blvd., Suite 400**
City: **Walnut Creek** State: **California** ZIP: **94596**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **California Banking**
 Other _____

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
78-017,908 75-776,768
78-017,908
75-791,185

B. Trademark Registration No.(s)
2,394,843
2,392,363
2,308,106

02/09/2001 GTOM11 00000285 200052 78017908 Additional numbers attached? Yes No

US PATENT & TRADEMARK OFFICE
JAN 30 P 2:20
RECEIVED

01 FE:481 02 FC:482 Name and address of party to whom correspondence concerning document should be mailed:

Mr. Sigi Hinojosa
Name: **Buchalter, Nemer, Fields & Younger**

Internal Address: _____



01-30-2001

U.S. Patent & TMO/TM Mail Ropt. Dt. #40

Street Address: **601 South Figueroa Street, 24th Floor**

City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ **190⁰⁰**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of *my knowledge and belief*, the foregoing information is true and correct and any attached copy is a true copy of the original document.

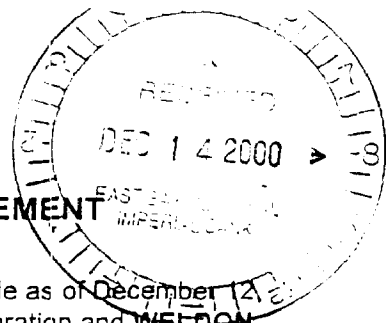
MR. SIGI HINOJOSA
Name of Person Signing

[Handwritten Signature]
Signature

January 29, 2001
Date

Christine E Wilson

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



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of December 12, 2000, by and between **WELDON OWEN MAGAZINES, INC.**, a Delaware corporation and **WELDON OWEN, INC.**, a Delaware corporation (each jointly and severally, individually and collectively "Grantor"), and **IMPERIAL BANK**, a California banking corporation ("Secured Party").

RECITALS

A. Secured Party has agreed to lend to Grantor certain funds (the "Loan"), and Grantor desires to borrow such funds from Secured Party pursuant to the terms of that certain Loan and Security Agreement, dated as of December 12, 2000, (the "Loan Agreement"). All initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).

B. In order to induce Secured Party to enter into the Loan Agreement, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party thereunder.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of each Grantor's present or future indebtedness, obligations and liabilities to Secured Party, each Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to such Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth with respect to each Grantor on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to each Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth with respect to each Grantor on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth with respect to each Grantor on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Except as set forth on Exhibit A, Exhibit B, or Exhibit C, as applicable, each Grantor is now the sole owner of the Intellectual Property Collateral attributed to it thereon, except for non-exclusive licenses, or limited exclusive licenses for use of the licensed Intellectual Property within the therein specified countries, granted by such Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses, or limited exclusive licenses for use of the licensed Intellectual Property within the therein specified countries, granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall deliver to Secured Party within forty five (45) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(f) Grantor shall: (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights; (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected; and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement. Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual

property rights developed or acquired by Grantor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Intellectual Property Collateral;

(h) This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights such documents as are necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

6. Further Assurances; Attorney-in-Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Bank or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Documents; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Applicable Law. This Agreement and all other agreements and instruments required by Lender in connection therewith shall be governed by and construed according to the laws of the state of California, to the jurisdiction of whose courts the parties hereby agree to submit.

15. Reference Provision.

(a) Other than (i) nonjudicial foreclosure and all matters in connection therewith regarding security interests in the Intellectual Property Collateral, or (ii) the appointment of a receiver, or the exercise of other provisional remedies (any and all of which may be initiated pursuant to applicable law), each controversy, dispute or claim between the parties arising out of or relating to this Agreement which controversy, dispute or claim is not settled in writing within thirty (30) days after the "Claim Date" (defined as the date on which a party subject to this Agreement gives written notice to all other parties that a controversy, dispute or claim exists), will be settled by a reference proceeding in California in accordance with the provisions of Section 638 *et seq.* of the California Code of Civil Procedure, or their successor section (the "CCP"), which shall constitute the exclusive remedy for the settlement of any controversy, dispute or claim concerning this Agreement, including whether such controversy, dispute or claim is subject to the reference proceeding and except as set forth above, the parties waive their rights to initiate any legal proceedings against each other in any court or jurisdiction other than the Superior Court in the County where the obligations of Grantor to Secured Party are payable (the "Court"). The referee shall be a retired Judge of the Court selected by mutual agreement of the parties, and if they cannot so agree within forty-five (45) days after the Claim Date, the referee shall be promptly selected by the Presiding Judge of the Court (or his representative). The referee shall be appointed to sit as a temporary judge, with all of the powers for a temporary judge, as authorized by law, and upon selection should take and subscribe to the oath of office as provided for in Rule 244 of the California Rules of Court (or any subsequently enacted Rule). Each party shall have one peremptory challenge pursuant to CCP §170.6. The referee shall (1) be requested to set the matter for hearing within sixty (60) days after the date of selection of the referee, and (2) try any and all issues of law or fact and report a statement of decision upon them, if possible, within ninety (90) days of the Claim Date. Any decision rendered by the referee will be final, binding and conclusive and judgment shall be entered pursuant to CCP §644 in any court in the state of California having jurisdiction. Any party may apply for a reference proceeding at any time after thirty (30) days following notice to any other party of the nature of the controversy, dispute or claim, by filing a petition for a hearing and/or trial. All discovery permitted by this Agreement shall be completed no later than fifteen (15) days before the first hearing date established by the referee. The referee may extend such period in the event of a party's refusal to provide requested discovery for any reason whatsoever, including, without limitation, legal objections raised to such discovery or unavailability of a witness due to absence or illness. No party shall be entitled to "priority" in conducting discovery. Depositions may be taken by either party upon seven (7) days written notice, and request for production or inspection of documents shall be responded to within ten (10) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision

shall be final and binding upon the parties. Pending appointment of the referee as provided herein, the Superior Court is empowered to issue temporary and/or provisional remedies, as appropriate.

(b) Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of all hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter except that when any party so requests, a court reporter will be used at any hearing conducted before the referee. The party making such a request shall have the obligation to arrange for and pay for the court reporter. The costs of the court reporter at the trial shall be borne equally by the parties.

(c) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the state of California. The rules of evidence applicable to proceedings at law in the state of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, to provide all temporary and/or provisional remedies and to enter equitable orders that will be binding upon the parties. The referee shall issue a single judgment at the close of the reference proceeding which shall dispose of all of the claims of the parties that are the subject of the reference. The parties hereto expressly reserve the right to contest or appeal from the final judgment or any appealable order or appealable judgment entered by the referee. The parties hereto expressly reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(d) In the event that the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by the reference procedure herein described will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge of the Court, in accordance with the California Arbitration Act, §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery as set forth hereinabove shall apply to any such arbitration proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

WELDON OWEN MAGAZINES, INC.,
a Delaware corporation

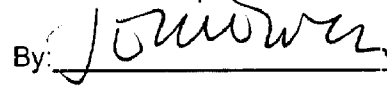
[]
[]

By: 
Its: COO

Address of Grantor:

WELDON OWEN, INC.,
a Delaware corporation

[]
[]

By: 
Its: CEO

Attn: []

SECURED PARTY

Address of Secured Party:

IMPERIAL BANK,
a California banking corporation

[]
[]
Attn: []

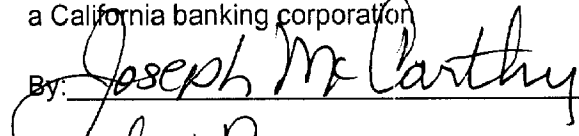
By: 
Its: SVP

Exhibit A**COPYRIGHTS**

Copyright Title	Reg. No.	Reg. Date
The well-mannered dog: from dealing with cats to staying in hotels, a total guide to good manners	TX5117538	1-5-00
Savoring France: recipes and reflections on French cooking	TX5099838	10-22-99
Holiday cooking with kids: recipes for kids ages 9 to 13	TX5099834	10-22-99
Asian flavors	TX5099833	10-22-99
Food & wine paring	TX5099832	10-22-99
Small plates	TX5099831	10-22-99
The wine guide	TX5077830	10-22-99
Toddler play	TX5032347	8-11-99
Copycat!: a book of animal actions	TX5031809	8-11-99
I get dressed: a fun sticker book	TX5031808	8-11-99
Eyes are for seeing: my book about body parts	TX5031805	8-11-99
The ways I play: my first activity book	TX5031804	8-11-99
One, two, three!: my first counting book	TX5031803	8-11-99
Circles at the circus: my first book of shapes	TX5031802	8-11-99
My funny face	TX5031801	8-11-99
Animal singalong	TX5031800	8-11-99
Snow country cooking: good food for the great outdoors	TX5031549	8-11-99
If I were...: a book of make-believe	TX5023469	8-11-99
I go places: a fun sticker book	TX5023468	8-11-99
Symptoms and solutions	TX5022019	9-13-99

Copyright Title	Reg. No.	Reg. Date
Dogspeak: how to understand your dog and help him understand you	TX4998054	6-23-99
My rattle book	TX5031694	8-11-99
Red on the go	TX5031680	8-11-99
By blue zoo	TX5031679	8-11-99
Cooking from the farmers' market	TX4922939	2-5-99
Backyard barbecues	TX4922938	2-5-99
Cooking for yourself	TX4922937	2-5-99
Risotto	TX4889542	11-18-98
Juicer cookbook	TX4880567	11-18-98
Mandoline cookbook	TX4880566	11-18-98
The Mayo Clinic Williams-Sonoma cookbook	TX4880732	11-18-98
Stars & planets: sticker activity book	TX4906017	5-12-98
Dogs: the ultimate care guide: good health, loving care, maximum longevity	TX4845800	8-28-98
Vegetarian	TX4807033	5-12-98
Cookies & biscotti	TX4807032	5-12-98
Cooking basics: recipes & techniques	TX4807031	5-12-98
Grilling	TX4807030	5-12-98
Reptiles	TX4814065	5-12-98
Pasta	TX4814064	5-12-98
Scaly reptiles	TX4814063	5-12-98
Wild animals	TX4814062	5-12-98
Amazing bugs	TX4814061	5-12-98
Incredible dinosaurs	TX4814060	5-12-98
Underwater creatures	TX4814059	5-12-98
Stews	TX4810229	5-12-98

Copyright Title	Reg. No.	Reg. Date
Salads	TX4810228	5-12-98
Thanksgiving & Christmas	TX4810227	5-12-98
Pies & Tarts	TX4810226	5-12-98
Soups	TX4810225	5-12-98
Mexican favorites	TX4810224	5-12-98
Vegetables	TX4810223	5-12-98
Gifts from the kitchen	TX4810222	5-12-98
Holiday entertaining	TX4810221	5-12-98
Chocolate	TX4810220	5-12-98
Simple French cooking	TX4810277	5-12-98
Simple American cooking	TX4810276	5-12-98
Far East café: the best of casual Asian cooking	TX4810275	5-12-98
Diner: the best of casual American cooking	TX4810274	5-12-98
Trattoria: the best of casual Italian cooking	TX4810273	5-12-98
Cantina: the best of casual Mexican cooking	TX4810272	5-12-98
Country inn: the best of casual country cooking	TX4810271	5-12-98
Casual outdoor dining	TX4810270	5-12-98
Classic pasta at home	TX4810269	5-12-98
Vegetarian for all seasons	TX4810268	5-12-98
Healthy cooking	TX4810240	5-12-98
Mediterranean cooking	TX4810239	5-12-98
Holiday baking	TX4810238	5-12-98
Beef	TX4810237	5-12-98
Breads	TX4810236	5-12-98
Pizza	TX4810235	5-12-98
Chicken	TX4810234	5-12-98

Copyright Title	Reg. No.	Reg. Date
Thanksgiving: festive recipes for the holiday table	TX4810233	5-12-98
Fruit desserts	TX4810232	5-12-98
Ice creams & sorbets	TX4810231	5-12-98
Stir-fry	TX4810230	5-12-98
The Williams-Sonoma wedding planner	TX4776671	5-12-98
Sharks	TX4810324	5-12-98
Astronomy	TX4810323	5-12-98
Weather	TX4810322	5-12-98
Whales, dolphins, and porpoises	TX4810321	5-12-98
Pizzeria: the best of pizza oven cooking	TX4810320	5-12-98
Bistro: the best of casual French cooking	TX4810319	5-12-98
Taverna: the best of casual mediterranean cooking	TX4810318	5-12-98
Simple Italian cooking	TX4810317	5-12-98
Chicken for dinner	TX4810316	5-12-98
Fish	TX4810252	5-12-98
Pasta sauces	TX4810251	5-12-98
On the side	TX4810250	5-12-98
Casual entertaining	TX4810249	5-12-98
Cakes, cupcakes & cheesecakes	TX4810248	5-12-98
Outdoor cooking	TX4810247	5-12-98
Beans & rice	TX4810246	5-12-98
Muffins & quick breads	TX4810245	5-12-98
Shellfish	TX4810244	5-12-98
Potatoes	TX4810243	5-12-98
Hors d'oeuvres & appetizers	TX4810242	5-12-98

Copyright Title	Reg. No.	Reg. Date
Pork & lamb	TX4810241	5-12-98
Williams-Sonoma guid to good cooking	PA848346	7-1-97
The best of Italy the beautiful cookbook: one hundred best recipes by Lorenza DeMedici	TX3888470	8-11-94
The best of France: one hundred best recipes	TX3787815	8-11-94
The best of Mexico: one hundred best recipes	TX3787813	8-11-94
Mexico the beautiful cookbook 1993 engagement calendar	TX3524126	3-23-93
Tuscany, the beautiful cookbook	TX3582725	3-23-93
The Sierra Club book of small mammals	TX3538877	4-26-93
The Sierra Club book of great mammals	TX3436153	11-5-92
America the beautiful cookbook: authentic recipes from the United States of America	TX3050005	2-27-91
Amber waves of grain: America's farmland from above	TX2982160	11-27-90
Birds of prey	TX2951679	11-16-90
America the beautiful cookbook	TX2946284	10-24-90
Over California	TX2931180	10-24-90
Over New England	TX2931179	10-24-90

Exhibit B

PATENTS

Patent Description	Reg. No./ Appl. No.	Issue Date/ File Date
NONE		

Exhibit C

TRADEMARKS

Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
Cook's Collection	78-017,908	7-21-00
Weldon Owen Cook's Collection	78-017,907	7-21-00
.Com Press	75-791,185	9-2-99
The Joy of Parenting	75-776,768	8-12-99
Savoring	2,394,843	10-17-00
Fog City Press	2,392,363	10-3-00
The Little Guides	2,308,106	1-11-00