

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

06-28-2001



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

101763919

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

1. Name of conveying party(ies): Kable News Company, Inc. 62261
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) American National Bank and Trust Company of Chicago, as Agent
Internal Address:
Street Address: 120 So. LaSalle Street
City: Chicago State: IL Zip: 60603
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other a national bank
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

3. Nature of conveyance:
Assignment Merger Security Agreement Change of Name Other First Amendment to Security Agreement
Execution Date: June 11, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75881704
B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Donna M. Shaw, Esq.
Internal Address: Michael Best & Friedrich LLC
Street Address: 401 No. Michigan Avenue Suite 1900
City: Chicago State: IL Zip: 60611

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed Authorized to be charged to deposit account
8. Deposit account number:
(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.

Donna M. Shaw, Esq. Name of Person Signing

Signature Date June 21, 2001

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

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

06/27/2001 18YRRE 00000164 75881704 40.00

TRADEMARK REEL: 002321 FRAME: 0575

**FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "First Amendment") is made as of this 11th day of June, 2001 by and between KABLE NEWS COMPANY, INC., an Illinois corporation with its principal place of business located at 16 South Wesley Avenue, Mount Morris, Illinois 61054 ("Assignor") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO with its principal banking office located at 120 South LaSalle, Chicago, Illinois 60603-3400 as Agent ("Agent") for the Lenders under the hereafter defined Loan Agreement.

RECITALS:

The Agent and the Lenders have entered into a Loan Agreement dated September 15, 1998, as modified by that certain Modification Agreement ("First Modification") dated July 7, 1999, that certain Second Modification Agreement ("Second Modification") dated June 29, 2000, that certain Third Modification Agreement ("Third Modification") dated December 15, 2000, that certain Fourth Modification Agreement ("Fourth Modification") dated March 16, 2001 and that certain Fifth Modification Agreement ("Fifth Modification") dated of even date herewith (said Loan Agreement as modified aforesaid and as it may hereafter be amended or otherwise modified from time to time being, the "Loan Agreement" and the terms defined therein and not otherwise defined herein being used as defined therein) with Assignor. The Loan Agreement is secured by that certain Security Agreement dated September 15, 1998 executed by and between Assignor and Agent (the "Security Agreement"). Assignor has assigned to Agent for its benefit and the ratable benefit of the Lenders a continuing security interest in all of Assignor's trademark rights pursuant to that certain Trademark Collateral Assignment and Security Agreement dated September 15, 1998 which was recorded with the Assignment Division of the United States Patent and Trademark Office on September 23, 1998 at Reel/Frame Nos. 1792/0651 (hereinafter, the "Trademark Collateral Assignment and Security Agreement") in furtherance of Assignor's agreements to Agent under the Security Agreement under which the Agent is granted a lien on and security interest in machinery and equipment ("Other Assets") relating to products sold under the Trademarks, whereby Agent shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of a Default under the Loan Agreement which is not remedied at the expiration of any applicable cure period, in order that the owner of the Trademarks may continue the manufacture of products to be sold and/or services to be performed under the Trademarks and maintain substantially the same product and service specifications and quality as maintained by Assignor.

Contemporaneously with the execution of this First Amendment, Borrower, AMREP Corporation, an Oklahoma corporation, which is the parent corporation of Borrower, certain various subsidiary corporations of Borrower, Agent and the Lenders are entering into the Fifth Modification in order to restructure the Loans (the "Fifth Modification Agreement") and one of Agent's conditions for agreeing to the Loan Restructuring is that Borrower execute this First

Amendment in order to amend the Trademark Collateral Assignment and Security Agreement to include a collateral pledge in favor of Agent of all of Assignor's existing and after acquired service mark applications and service marks, including but not limited, to Assignor's United States Service Mark Application Serial No. 75881704 for the Service Mark, "Magazine Connection."

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained and for other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), and in order to induce the Lenders to make the Loans under the Loan Agreement, the parties hereto agree as follows:

1. **Recitals**. The recitals to this First Amendment are fully incorporated herein by this reference thereto with the same force and effect as though restated herein.

2. **Defined Terms**. To the extent not otherwise defined herein to the contrary, all capitalized terms and/or phrases used in this First Amendment shall have the respective meanings ascribed to them in the Trademark Collateral Assignment and Security Agreement.

3. **Amendment of the Trademark Collateral Assignment and Security Agreement to include Service Marks and Service Mark Applications**.

(a) Paragraph 1 of the Trademark Collateral Assignment and Security Agreement is hereby amended and restated to provide as follows:

"To secure the complete and timely satisfaction of all of the Obligations now or hereafter existing, whether for principal, interest, fees, costs, disbursements, expenses or otherwise and all obligations of Assignor now or hereafter existing under this Agreement, Assignor hereby grants, assigns and conveys to Agent for its benefit and the ratable benefit of the Lenders a continuing security interest in all of Assignor's right, title and interest in and to the trademark application(s), trademark(s), service mark application(s) and service mark(s) listed in Schedule A attached hereto and incorporated herein by reference, as the same may be amended pursuant hereto from time to time, including all after acquired trademark applications, trademarks, service mark applications and service marks and also including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are hereinafter collectively referred to as, the "Trademarks"), and the good will of the business to which each of the Trademarks relates."

(b) Paragraph 2(g) of the Trademark Collateral Assignment and Security Agreement is hereby amended and restated to provide as follows:

“2. Assignor covenants and warrants that...

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold and services performed under the Trademarks.”

4. Collateral Assignment of United States Service Mark Application for “Magazine Connection”. Assignor confirms that the “Trademarks”, as said term is defined in Paragraph 1 of the Trademark Collateral Assignment and Security Agreement, as amended by this First Amendment, expressly includes the grant, assignment and conveyance by Assignor to Agent for its benefit and the ratable benefit of the Lenders of a continuing security interest in all of Assignor’s right, title and interest in and to the following service mark application:

<u>Service Mark</u>	<u>Application Serial No.</u>	<u>Country</u>	<u>Service Mark</u>	<u>Filing Date</u>
	75881704	U.S.	Magazine Connection	December 27, 1999

as the same may be amended pursuant hereto from time to time, including all after acquired trademark applications, trademarks, service mark applications and service marks and also including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world, and the good will of the business to which such service mark relates. Schedule A to the Trademark Collateral Assignment and Security Agreement is hereby amended and restated as provided in Schedule A attached hereto and incorporated herein by this reference.

5. Reaffirmation of Trademark Collateral Assignment and Security Agreement. Except as may be expressly set forth herein to the contrary, the Trademark Collateral Assignment and Security Agreement remains unmodified, and all other terms and conditions thereof remain in full force and effect. The Assignor hereby reaffirms each and every covenant, condition, obligation and provision set forth in the Trademark Collateral Assignment and Security Agreement, as modified hereby.

6. Captions. The captions used herein are for convenience of reference only and shall not be deemed to limit or affect the construction and interpretation of the terms of this First Amendment.

7. **THIS FIRST AMENDMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY THE LAWS AND DECISIONS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF THE LAWS PRINCIPLES THEREOF) OF THE STATE OF ILLINOIS, EXCEPT TO THE EXTENT THAT THE**

VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN ILLINOIS.

WITNESS the execution hereof under seal as of the day and year first above written.

ASSIGNOR:

KABLE NEWS COMPANY, INC.,
an Illinois corporation

By: Bruce Obendorf
Name: Bruce Obendorf
Title: VP

AGENT:

**AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO AS AGENT FOR
THE LENDERS AFORESAID**

By: Susan B. Kruesi
Name: SUSAN B. KRUESI
Title: FIRST VICE PRESIDENT

Amended and Restated Schedule A to that certain Trademark Collateral Assignment and Security Agreement dated September 15, 1998 executed by and between KABLE NEWS COMPANY, INC. ("Assignor") and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS AGENT FOR THE LENDERS UNDER THE FOREGOING DEFINED LOAN AGREEMENT ("Assignee") which was recorded with the Assignment Division of the United States Patent and Trademark Office on September 23, 1998 at Reel/Frame Nos. 1792/0651, as amended by that certain First Amendment to Trademark Collateral Assignment and Security Agreement dated June 11, 2001 executed by and between Assignor and Assignee.

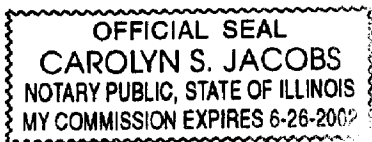
<u>Trademark Registration No.</u>	<u>Country</u>	<u>Registration</u>	<u>Registration Date</u>
1,939,873	U.S.	Magafil	9/5/95
2,174,327	U.S.	K-PAC	7/21/98

<u>Service Mark Application Serial No.</u>	<u>Country</u>	<u>Service Mark</u>	<u>Application Filing Date</u>
75881704	U.S.	Magazine Connection	December 27, 1999

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Illinois)
)
) SS.
COUNTY OF Agee)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 14 day of June, 2001, personally appeared Bruce Obendorf to me known personally, and who, being by me duly sworn, depose and say that he is the VP of KABLE NEWS COMPANY, INC., an Illinois corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Bruce Obendorf acknowledged said instrument to be the free act and deed of said corporation.



Carolyn S. Jacobs
Notary Public

My commission expires: June 26, 2002

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Illinois)
)
) SS.
COUNTY OF Coall)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19 day of June, 2001, personally appeared Susan B. Knesi to me known personally, and who, being by me duly sworn, depose and say that he is the Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS AGENT FOR THE LENDERS, and that said instrument was signed on behalf of said Bank and said _____ acknowledged said instrument to be the free act and deed of said Bank.

Janice A Walker
Notary Public

My commission expires:

