

04-17-2003

4/16/03

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings



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

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

1. Name of conveying party(ies):

Pfingsten Publishing, L.L.C.

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

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

3. Nature of conveyance:

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

Execution Date: 03/31/03

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital, a division

Internal

Address:

Street Address: 222 N. LaSalle St., 16th Floor

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2301138

Additional number(s) attached Yes No

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

Name: Maisha Gibson

Internal Address:

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 3.41).....\$ 465.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04/17/2003 TDIAZL 00000024 2301138

01 FC:45:1 40.00 OP
02 FC:45:2 425.00 OP

Street Address: Goldberg Kohn

55 E. Monroe Street, 37th Floor

City: Chicago State: IL Zip: 60603

DO NOT USE THIS SPACE

9. Signature.

Maisha Gibson

Name of Person Signing

Signature

April 15, 2003

Date

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

TRADEMARK
REEL: 002713 FRAME: 0513

CONTINUATION OF ITEM NUMBER 4**PFINGSTEN PUBLISHING, LLC
TRADEMARK SCHEDULE****U.S. Federal Registrations and Registration Applications**

<i>MARK (LOGO)</i>	<i>REG. NO.</i>	<i>REG. DATE</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>STATUS</i>
MRO WIRED and Design	N/A	N/A	76/355,892	01/08/2002	Published
PROGRESSIVE DISTRIBUTOR	N/A	N/A	76/090,321	01/17/2000	Published
PUBLISHING CONCEPTS and Design	2,380,416	08/29/2000	75/525,987	07/27/1998	Registered
USA GETAWAY GUIDE	2,086,654	08/05/1997	75/111,530	05/29/1996	Registered – Supplemental Register
MRO TODAY	2,094,312	09/09/1997	75/056,618	02/12/1996	Registered
PROGRESSIVE MRO DISTRIBUTOR	2,094,311	09/09/1997	75/056,617	02/12/1996	Registered
MORTGAGE ORIGINATOR ¹	2,002,132	09/24/1996	74/539,418	06/17/1994	Registered
GALERIA and Design	1,533,561	04/04/1989	73/726,904	05/06/1988	Registered
SUPPLY LINES	1,328,489	04/02/1985	73/488,246	07/02/1984	Registered
ARTSELL COLOR CARDS	1,288,990	08/07/1984	73/438,525	08/09/1983	Registered
FRAME-O-RAMA	1,206,459	08/24/1982	73/306,637	04/20/1981	Registered
ART BUYERS CARAVAN (Stylized)	1,118,420	05/15/1979	73/166,460	04/14/1978	Registered
BASICS & BEYOND and Design	1,071,827	08/23/1977	73/051,014	04/30/1975	Registered
THE PROFESSIONAL PICTURE FRAMER (Stylized)	1,001,919	01/14/1975	72/462,837	07/13/1973	Registered – Supplemental Register
AMERICAN AGENT & BROKER (Stylized)	892,073	06/02/1970	72/340,654	10/14/1969	Registered
DÉCOR (Stylized)	825,917	03/14/1967	72/235,623	01/03/1966	Registered – Supplemental Register
LIFE INSURANCE SELLING (Stylized)	642,661	03/12/1957	72/006,440	04/16/1956	Registered

Schedule 1

**TRADEMARK
REEL: 002713 FRAME: 0514**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31 day of March, 2003, by Pfingsten Publishing, L.L.C., a Delaware limited liability company ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PFINGSTEN PUBLISHING, L.L.C.

By: Joe P. McAlamy
Its: ASSISTANT SECRETARY

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: _____
Its: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PFINGSTEN PUBLISHING, L.L.C.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: Christopher Henman
Its: Assistant Vice President

SCHEDULE 1**PFINGSTEN PUBLISHING, LLC
TRADEMARK SCHEDULE****U.S. Federal Registrations and Registration Applications**

<i>MARK (LOGO)</i>	<i>REG. NO.</i>	<i>REG. DATE</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>STATUS</i>
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LIFE INSURANCE SELLING (Stylized)	642,661	03/12/1957	72/006,440	04/16/1956	Registered

Chain of title not clean

Schedule 1

RECORDED: 04/16/2003

TRADEMARK
REEL: 002713 FRAME: 0520