

11-13-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

11-10-03 REC 7



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

Tab settings

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

1. Name of conveying party(ies): M. Lee Smith Publishers LLC

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10/31/03

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal

Address:

Street Address: 414 Union Street

City: Nashville State: TN Zip: 37219

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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) 2374935; 2273643;

2275521; 2398905; 2493749; 2539690

Additional number(s) attached Yes No

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

Name: David G. Thompson

Internal Address:

Street Address: NEAL & HARWELL, PLC

150 Fourth Ave., N., Ste. 2000

City: Nashville State: TN Zip: 37219

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

M. Lee Smith Publishers LLC

By: M. Lee Smith, Chief Manager

Name of Person Signing

M. Lee Smith

Signature

10/31/03

Date

Total number of pages including cover sheet, attachments, and document: 16

11/12/2003 ECOOPER 00000124 2374935

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

01 FC:8521 02 FC:8522

40.00 OP 125.00 OP

TRADEMARK REEL: 002862 FRAME: 0449

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of October 31, 2003, by and between M. LEE SMITH PUBLISHERS LLC, a Tennessee limited liability company (the "Grantor") and BANK OF AMERICA, N.A. (the "Lender").

RECITALS

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof (as amended, modified, extended, renewed or replaced from time to time, the ("Loan Agreement")), between the Grantor and the Lender, the Lender has agreed to make loans to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement and the obligations of the Lender to make the loans under the Loan Agreement that the Grantor shall have executed and delivered this Agreement to the Lender.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

(b) In addition the following terms shall have the following meanings:

"Copyrights": all of Grantor's right, title, and interest in all U.S. and foreign copyrights now owned or hereafter acquired including those registered Copyrights listed on Schedule 1-A, all applications and registrations therefor, all renewals and extensions, all licenses to Grantor to the copyrights of others, the rights to all income, royalties, and payments resulting from Grantor's ownership thereof, and the right to sue for and recover all profits, damages, and monetary awards for past infringements.

"Domain Names": all of Grantor's uniform resource locators (URL) registered with any agency of ICANN and e-mail addresses.

"Licenses": means any agreement, written or oral, providing for the grant by the Grantor of any right to any Trademarks, Patents, Copyrights, Trade Secrets, Domain Names and/or Telephone Numbers.

"Obligations": has the meaning set forth in the Security Agreement.

a financing statement by the Lender without notice thereof to Grantor wherever the Lender may in its sole discretion desire to file the same. In the event for any reason the law of any jurisdiction other than Tennessee becomes or is applicable to the Collateral of the Grantor or any part thereof, or to any of the Obligations, the Grantor agrees to execute and deliver all such instruments and to do all such other things as the Lender in its reasonable discretion reasonably deems necessary or appropriate to preserve, protect and enforce the security interests of the Lender under the law of such other jurisdiction (and, if the Grantor shall fail to do so promptly upon the request of the Lender, then the Lender may execute any and all such requested documents on behalf of the Grantor pursuant to the power of attorney granted hereinabove).

(c) Covenants Relating to Collateral. Grantor covenants and agrees to:

(i) (A) Except as set forth on Schedule 2, continue to use each Trademark on each and every trademark class of goods and services applicable to its current line as reflected in its current advertising, mailings, signs, catalogs, brochures and price lists in order to maintain each Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under each Trademark, (C) employ each Trademark with the appropriate notice of registration or common law trademark symbol as appropriate, (D) not adopt or use any new mark unless the Lender shall obtain a perfected security interest in such mark pursuant to this Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Notify the Lender immediately if Grantor knows, or has reason to know, that any application or registration relating to any Collateral may become abandoned, except as set forth on Schedule 2, or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the USPTO or any court or tribunal in any country) regarding the Grantor's ownership of any Collateral or its right to register the same or to keep and maintain the same.

(iii) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the USPTO, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration for the Collateral, including, without limitation, filing of applications for renewal, affidavits of use, and affidavits of incontestability.

(iv) Promptly notify the Lender after it learns that any Collateral is infringed, misappropriated or diluted by a third party and promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect the Collateral.

(v) Not make any assignment or agreement in conflict with the security interest in the Collateral of the Grantor hereunder.

11. **Governing Law; Arbitration.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE. The terms of Section 42 of the Loan Agreement are incorporated herein by reference, and the parties hereto agree to such terms.

12. **Severability.** If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

13. **Conduct No Waiver.** No waiver of default shall be effective unless in writing executed by Lender, and waiver of any default or forbearance on the part of the Lender or Lender in enforcing any of their rights under this Agreement shall not operate as a waiver of any other default or of the same default on a future occasion or of such right.

Each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

M. LEE SMITH PUBLISHERS LLC

By: M. Lee Smith

Its: Chief Manager

LENDER:

BANK OF AMERICA, N.A.

By: Tracy B. Silberman

Its: Vice President

SCHEDULE 1 - A

Registered Copyrights

	TITLE	AUTHOR	REG. #	REG. DATE
1.	A Supervisor's Guide to Preventing Sexual Harassment	Greg A. Naylor	TX 4-360-328	8/28/96
2.	Accommodating Religious Differences	Kathleen B. Hayward	TX 4-338-343	6/28/96
3.	Alabama Employer's Desk Manual	Lehr, Middlebrooks & Proctor, P.C. and Sirote and Permutt, P.C., assigned to M. Lee Smith Publishers LLC	TX 2-448-002 Assignment at Vol 3233, pps 287-288	Assignment date 11/13/95 Recorded 5/13/96
4.	Before You Say, "You're Fired"	John R. Merinar, Jr.	TX 4-332-212	7/11/96
5.	Business Organizations in Tennessee	Richard R. Spore, III	TX 4-052-659	5/25/95
6.	Defusing the Overtime Bomb: How to Comply with the FLSA	M. Lee Smith Publishers LLC, employer for hire of Julie Athey	TX 4-916-478	4/26/99
7.	Employee Privacy Rights & Wrongs	Philip D. Dickinson	TX 4-345-906	7/26/96
8.	Employer Checkup: How to Choose and Manage Employee Health Benefits	M. Lee Smith Publishers LLC, employer for hire of Brenda B. Thompson	TX 5-148-512	3/13/00
9.	Employment Law Desk Book for Arkansas Employers	Philip K. Lyon, Ann M. Pellegrino, Stephen W. Jones and Gary D. Jiles	TX 4-554-299	5/16/97

	TITLE	AUTHOR	REG. #	REG. DATE
10.	Employment Law Desk Book for Ohio Employers	Dean E. Denlinger & Gary L. Greenberg	TX 4-876-347 (second edition); previous reg. 1997, TX 4-518-924	9/14/98
11.	Employment Law Desk Book for New Mexico Employers	Robert P. Tinnin, Jr.	TX 4-552-507	5/16/97
12.	Employment Law Desk Book for Nebraska Employers	J. Russell Derr	TX 4-430-129	12/4/96

13.	Hiring Smart: How to Conduct Background Checks	Philip D. Dickinson	TX 4-632-390	9/8/97
14.	How to Avoid & Manage Sexual Harassment Claims	Jane E. Reddin	TX 4-360-329	8/28/96
15.	How to Avoid Legal Traps in Workforce Reduction	M. Lee Smith Publishers LLC, employer for hire of Susan E. Culbreath	TX 4-851-583	9/17/98
16.	How to Conduct Internal Investigations	Albert L. Vreeland	TX 5-108-706	12/9/99
17.	How to Hire Right, Fire Right: Managing Within the Law	Buchanan Ingersoll and M. Lee Smith Publishers LLC jointly	TX 4-838-721	8/10/98
18.	Libel and Slander in the Workplace	Kathleen B. Hayward, Catherine B. Hagen & Stephen P. Pepe	TX 4-323-557	6/21/96
19.	New Employment Issues in the Electronic Workplace	M. Lee Smith Publishers LLC, employer for hire of Susan E. Culbreath	TX 4-791-782	6/8/98

20.	Seven Danger Zones for Supervisors: An Employment Law Training Series	M. Lee Smith Publishers LLC	PA 913-837	10/6/98
21.	Solve the Puzzle: Interplay Among ADA, FMLA, & Workers' Comp	M. Lee Smith Publishers LLC, employer for hire of Andrea L. Ben-Yosef	TX 4-791-993	6/8/98
22.	Telecommuting Pluses & Pitfalls	M. Lee Smith Publishers LLC, employer for hire of Brenda B. Thompson	TX 4-334-425	7/15/96
23.	The Book on D.U.I.	C. Edward Fowlkes	TX 5-100-460	12/13/99
24.	Top Ten Employee Benefit Mistakes	Brenda B. Thompson	TX 4-947-757	2/26/99
25.	Workplace Violence & Employer Liability	Philip D. Dickinson	TX 4-578-707	7/1/97

26.	Your Aging Worker Dilemma	M. Lee Smith Publishers LLC, employer for hire of Kathleen W. Stratton	TX 4-447-301	1/8/97
27.	How to Manage Problem Employees	D. Michele Adkerson	TX 5-217-444	5/16/00
28.	FMLA, ADA & Workers' Comp: Navigating the Treacherous Triangle	M. Lee Smith Publishers LLC, employer for hire of Brenda B. Thompson	TX 5-332-292	1/9/01
29.	How to Fire Employees Without Getting Burned	M. Lee Smith Publishers LLC, employer for hire of Julie Athey	TX 5-346-200	2/5/01
30.	The Company You Keep: Four Key Tools for Employee Retention	M. Lee Smith Publishers LLC, employer for hire of D. Michelle Adkerson	TX 5-372-259	4/25/01

31.	A Legal Guide to Successful Hiring	M. Lee Smith Publishers LLC, employer for hire of Margaret Akers	TX 5-406-129	6/28/01
32.	Tennessee Workers' Compensation Handbook	Mark C. Travis	TX 5-407-272	7/3/01
33.	Pennsylvania Guide to Air Permitting & Enforcement: A Practical Guide to Compliance	George J. Miller, Michael A. Bogdonoff, Ivan S. DeVoren, Douglas A. Holmberg	TX-4-061-400	5/25/95
34.	Texas Employer's Guide to Employee Policy Handbooks	Michael P. Maslanka	TX-4-219-400	2/2/96
35.	The H in OSHA Stands for Health	M. Lee Smith Publishers LLC employer for hire of Anne H. Williams	TX-5-519-559	10/29/01

36.	Workplace Harassment Trail Guide: Avoiding the Avalanche Zone	M. Lee Smith Publishers LLC, employer for hire of Anne H. Williams	TX-5-515-676	12/3/01
37.	FMLA Leave: A Walk Through the Legal Labyrinth	M. Lee Smith Publishers LLC, employer for hire of Anne H. Williams	TX-5-525-137	2/19/02
38.	Ten Commandments for Avoiding Religious Harassment & Discrimination Claims	M. Lee Smith Publishers LLC, employer for hire of Anne H. Williams	TX-5-559-457	4/8/02
39.	How to Avoid the HR Hazards of Your Electronic Workplace	M. Lee Smith Publishers LLC, employer for hire of Anne H. Williams	TX-5-594-837	5/6/02

40.	ADA from A to Z: Everything You Need to Know About the American with Disabilities Act	M. Lee Smith Publishers LLC, employer for hire of Anne H. Williams	TX-5-648-356	10/2/02
41.	How to Manage Your Aging Workforce	M. Lee Smith Publishers LLC, employer for hire of Anne H. Williams	TX-5-663-359	10/11/02
42.	HR Quick List	M. Lee Smith Publishers LLC, employer for hire of James Sokolowski and Julie Athey	TX-5-535-130	4/26/02
43.	How to Discipline & Document Employee Behavior	M. Lee Smith Publishers LLC, employer for hire of Anne H. Williams	TX-5-697-510	12/12/02

SCHEDULE 1 - B

Registered Trademarks

	Mark	Reg. No.	Date	Serial Number
1.	DANGER ZONES FOR SUPERVISORS	R2374935	08/08/00	Ser. # 75-717,014
2.	HUMAN RESOURCE HENRY	R2273643	08/31/99	Ser. # 75-397,189
3.	HR [Shield Design]	R2275521	09/07/99	Ser. # 75-397,193
4.	[Human Head Design]	R2398905	10/31/00	Ser. # 75-397,191
5.	HUMAN RESOURCE HENRY	R2493749	10/17/01	Ser. # 75-397,190
6.	THEHREDGE	R2539690	02/19/02	Ser. # 76-098,415

SCHEDULE 2

Grantor makes no representations, warranties or covenants with respect to item numbers 2, 4, 5, and 6 set forth on Schedule 1 – B attached hereto.

SCHEDULE 3

**NOTICE OF GRANT
OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

[United States Patent & Trademark Office/
United States Copyright Office]

Please be advised that pursuant to the Intellectual Property Security Agreement dated as of October 28, 2003 (the "Agreement") by and between M. Lee Smith Publishers, LLC (the "Grantor") and Bank of America, N.A. (the "Lender"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon the [trademarks/copyrights] shown below to the Lender:

Trademarks/Copyrights

		Registration No.	Registration Date

The Grantor and the Lender hereby acknowledge and agree that the security interest in the foregoing (i) may c

M. LEE SMITH PUBLISHERS, LLC

By: _____

Its: _____