

Form PTO-1595 (Rev. 06/04)
OMB No. 0851-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET
PATENTS 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)/Execution Date(s):

JPMorgan Chase Bank, N.A., as Collateral Agent

2. Name and address of receiving party(ies)

Name: The Reader's Digest Association, Inc.

Internal Address: _____

Execution Date(s) April 14, 2005

Street Address: Reader's Digest Road

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Release of Security Interest

City: Pleasantville

State: NY

Country: US Zip: 10570-7000

Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application or patent number(s):

A. Patent Application No.(s)
SEE ATTACHED SCHEDULE.

☐ This document is being filed together with a new application.

B. Patent No.(s)
SEE ATTACHED SCHEDULE.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW,

Suite 920

City: Washington

State: DC Zip: 20005

Phone Number: 800-846-3190

Fax Number: _____

Email Address: pagodoa@federalresearch.com

6. Total number of applications and patents involved:

12

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 480

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-3155
Authorized User Name Federal Research

9. Signature:

Elizabeth Steiner

Signature

4/15/05
Date

Elizabeth Steiner

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$480.00 503155 09054706

700193397

PATENT
REEL: 016489 FRAME: 0293

Additional Names of Receiving Parties

Reader's Digest Children's Publishing, Inc., a Delaware Corporation
Reader's Digest Road
Pleasantville, NY 10570-7000

Issued Patents for The Reader's Digest Association, Inc.

<u>TITLE</u>	<u>PATENT #</u>	<u>DATE ISSUED</u>
Plant Feeder	D323,268	1/21/1992

Pending Patents for Reader's Digest Children's Publishing, Inc.

<u>TITLE</u>	<u>PATENT APPLICATION #</u>	<u>APPLICATION DATE</u>
Spinner Toy	09/054706	4/3/98
Book-Toy Combination	08/724571	9/30/96
Book with Movie Projector	10/137,925	5/2/02

Issued Patents for Reader's Digest Children's Publishing, Inc.

<u>TITLE</u>	<u>PATENT#</u>	<u>ISSUE DATE</u>
Interactive Electronic Game Book	5,226,822	7/13/93
Interactive Book	5,413,486	5/9/95
Children's Book Having Noise Making Capability	5,533,757	7/9/96
Book Having A Pop-Up-Toy	5,681,199	10/28/97
Book With Moveable Toy For Children	5,895,305	4/20/99
Book With Rotating Cut-Out Portion	5,954,518	9/21/99
Book With Sliding Toy	6,073,966	6/13/00
Book With Sliding Toy	6,234,534	5/22/01

U.S. PATENTS AND TRADEMARKS RELEASE OF SECURITY INTEREST

THIS RELEASE dated as of April 14, 2005, by JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank) (the "*Agent*"). Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Term Loan Agreement referred to below.

A. Reference is made to (i) Term Loan Agreement dated as of May 20, 2002 (as amended, restated or supplemented from time to time, the "*Term Loan Agreement*"), among The Reader's Digest Association, Inc. (the "*Company*"), certain borrowing subsidiaries, certain lenders and the Agent and (ii) the Amended and Restated Five-Year Revolving Credit and Competitive Advance Facility Agreement dated as of May 20, 2002 (as amended, restated or supplemented from time to time, the "*Revolving Agreement*") among the Company, certain borrowing subsidiaries, certain lenders and the Agent.

B. Reference is made to (i) the Guarantee and Collateral Agreement, dated as of May 20, 2002 (the "*GCA*"), among the Grantors in favor of the Agent (for the benefit of the Secured Parties) and (ii) the Patent and Trademark Security Agreement dated as of November 1, 2004 (the "*Security Agreement*"), made by the Grantors in favor of the Agent (for the benefit of the Secured Parties), pursuant to which, among other things, the Grantors granted a security interest to the Agent (for the benefit of the Secured Parties) in, among other things, (A) the registered trademarks of the Grantors as set forth on Annex I hereto (the "*Trademarks*"), which security interest was recorded with the United States Patent & Trademark Office against certain trademarks at Reel 002976 Frame 0391 on November 10, 2004 and at Reel 002520 Frame 0058 on June 13, 2002 and (B) the patents of the Grantors as set forth on Annex I hereto (the "*Patents*"), which security interest was recorded with the United States Patent & Trademark Office against certain patents at Reel 015361 Frame 0206 on November 10, 2004 and at Reel 012967 Frame 0001 on June 12, 2002.

C. In connection with the termination of the Term Loan Agreement and the Revolving Agreement, the Company has informed the Agent of its desire to obtain the release of all right, title and interest of the Agent and each other grantee or beneficiary in and to the Trademarks and Patents granted under the GCA and the Security Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all the Agent's right, title and interest (including, without limitation, security interests) in and to the Trademarks and Patents pursuant to the GCA and the Security Agreement shall automatically terminate as provided in the GCA and the Security Agreement, including, without limitation, the

Trademarks and Patents set forth on Annex I attached hereto, the debt secured thereby having been paid and satisfied in full.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

JPMORGAN CHASE BANK, N.A.,

By 
Name: **RANDOLPH CATES**
Title: **VICE PRESIDENT**

Issued Patents for The Reader's Digest Association, Inc.

<u>TITLE</u>	<u>PATENT #</u>	<u>DATE ISSUED</u>
Plant Feeder	D323,268	1/21/1992

Pending Patents for Reader's Digest Children's Publishing, Inc.

<u>TITLE</u>	<u>PATENT APPLICATION #</u>	<u>APPLICATION DATE</u>
Spinner Toy	09/054706	4/3/98
Book-Toy Combination	08/724571	9/30/96
Book with Movie Projector	10/137,925	5/2/02

Issued Patents for Reader's Digest Children's Publishing, Inc.

<u>TITLE</u>	<u>PATENT#</u>	<u>ISSUE DATE</u>
Interactive Electronic Game Book	5,226,822	7/13/93
Interactive Book	5,413,486	5/9/95
Children's Book Having Noise Making Capability	5,533,757	7/9/96
Book Having A Pop-Up-Toy	5,681,199	10/28/97
Book With Moveable Toy For Children	5,895,305	4/20/99
Book With Rotating Cut-Out Portion	5,954,518	9/21/99
Book With Sliding Toy	6,073,966	6/13/00
Book With Sliding Toy	6,234,534	5/22/01