

09-03-2002



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

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

102209678

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

6-17-02

1. Name of conveying party(ies):  
Canon Communications, LLC

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

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

2. Name and address of receiving party(ies)  
Name: Wachovia Bank, National Association  
Internal (fka First Union National Bank, as Agent)  
Address: One First Union Center, TW-9

Street Address: 301 South College Street  
City: Charlotte State: NC Zip: 28288

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other National Banking Association

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 \_\_\_\_\_

Execution Date: 05/31/2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
See attached

B. Trademark Registration No.(s)  
See attached

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Christina M. Rhee  
 Internal Address: Milbank, Tweed, Hadley & McCloy LLP  
 Street Address: 601 South Figueroa Street  
30th Floor  
 City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41).....\$ 565.00  
 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.*

Christina M. Rhee  
 Name of Person Signing

[Signature]  
 Signature

6/10/02  
 Date

Total number of pages including cover sheet, attachments, and document: 41

06/18/2002 6TOM11 00000047 75936337

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

01 FC:481 40.00 OP  
 02 FC:482 525.00 OP

TRADEMARK  
 REEL: 002573 FRAME: 0732

**CANON COMMUNICATIONS LLC**

**U.S. TRADEMARKS**

**Pending Trademarks**

<b>Trademarks</b>	<b>Application Serial Number</b>	<b>Filing Date</b>
CC ("c" within "C" Logo) [Class 37 use]	75/936,337	03/04/00
PLASTECH	76/012,359	03/30/00
CC ("c" within "C" Logo) [Class 16 use]	76/241,025	04/04/00
ESPECS	76/129,474	09/15/00
MX	76/170,109	11/24/00
TEC	76/170,110	11/24/00
OEM NEW ENGLAND	76/301,510	08/20/01
PHARMACUETICAL & MEDICAL PACKAGING NEWS	78/128,301	05/13/02
NUTRITIONAL OUTLOOK	78/128,886	05/15/02
COSMETIC/PERSONAL CARE PACKAGING	78/128,946	05/15/02

**Registered Trademarks**

<b>Trademarks</b>	<b>Registration #</b>	<b>Date Issued</b>
WEST PACK	1,199,042	06/22/82
EAST PACK	1,384,620	02/25/86
SOUTH PACK	1,416,192	11/04/86
MEDICAL DEVICE REGISTER	1,878,619	02/14/95
MEDICAL DEVICE REGISTER ON DISK	2,127,551	01/06/98
WINMDR	2,202,833	11/10/98
PLASTICS AUXILIARIES	2,208,000	12/08/98
CANCOM	2,391,568	10/03/00
NUTRAPHEX	2,493,411	09/25/01
CON-QUEST	2,506,282	11/13/01
PACIFIC DESIGN & MANUFACTURING	2,524,557	01/15/02
ATLANTIC DESIGN & MANUFACTURING	2,535,092	01/29/02

FIRST AMENDMENT TO SECURITY AGREEMENT

THIS FIRST AMENDMENT TO SECURITY AGREEMENT (this "Amendment") is entered into as of May 31, 2002, is by and among CANON COMMUNICATIONS LLC, a Delaware limited liability company ("Canon"), ABBY COMMUNICATIONS, INC., a Delaware corporation ("Abby"), CHEMICAL WEEK PUBLISHING L.L.C., a Delaware limited liability company ("CWP") and CHEMICAL WEEK ASSOCIATES, a New York general partnership ("Chemical Week," and together with Canon, Abby and CWP, the "Borrowers" and each individually a "Borrower"), such Domestic Subsidiaries of each Borrower as may from time to time become a party hereto (the "Guarantors") (hereinafter, the Borrowers and the Guarantors are collectively referred to as the "Obligors" and, individually, as an "Obligor") and WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank), in its capacity as administrative agent (in such capacity, the "Agent"), for the financial institutions from time to time party to the Credit Agreement described below (the "Lenders").

RECITALS

WHEREAS, the Obligors, the Lenders and the Agent entered into that certain Credit Agreement dated as of October 29, 1999 (as amended by that certain First Amendment to Credit Agreement and Assignment dated as of December 3, 1999, that certain Second Amendment to Credit Agreement dated as of October 27, 2000, that certain Third Amendment to Credit Agreement and Waiver dated as of March 31, 2002, that certain Fourth Amendment to Credit Agreement and Waiver dated as of the date hereof (the "Fourth Amendment") and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Obligors and the Agent, on behalf of itself and the Lenders, entered into that certain Security Agreement dated as of October 29, 1999 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Fourth Amendment that the Obligors shall have executed and delivered this Amendment to the Agent, for the benefit of itself and the Lenders.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Amendments to Security Agreement. The Security Agreement is hereby amended as follows:

(a) Section 1(a) is hereby amended by restating it in its entirety as follows:

“(a) Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement, and the following terms which are defined in the Uniform Commercial Code of the State of North Carolina as now or hereafter in effect are used herein as so defined: Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, Farm Products, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, Letter of Credit Rights, Proceeds and Supporting Obligations.”

(b) Section 1(b) is hereby amended by adding the following sentence to the end of the definition of “Secured Obligations”:

“To the extent not otherwise included hereinabove, ‘Secured Obligations’ shall further include any and all ‘Obligations’ as defined in the Credit Agreement.”

(c) Section 2 is hereby amended by restating the first paragraph of Section 2 in its entirety as follows:

“Grant of Security Interest in the Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations, each Obligor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the ‘Collateral’):

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) the Commercial Tort Claims more particularly described on Schedule 2 attached hereto;
- (d) all Copyrights;
- (e) all Copyright Licenses;

- (f) all Deposit Accounts;
- (g) all Documents;
- (h) all Equipment;
- (i) all Fixtures;
- (j) all General Intangibles, including, without limitation, all rights under the Contracts;
- (k) all Instruments;
- (l) all Inventory;
- (m) all Investment Property;
- (n) all Letter of Credit Rights;
- (o) all Patents;
- (p) all Patent Licenses;
- (q) all Trademarks;
- (r) all Trademark Licenses;
- (s) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks, and related data processing software (owned by such Obligor or in which it has an interest) that at any time evidence or contain information relating to any collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and
- (t) to the extent not otherwise included, all Proceeds, products and Supporting Obligations of any and all of the foregoing."

(d) Section 4 is hereby amended by adding the following to the end of the section:

"(m) Covenant Relating to Commercial Tort Claims.  
Promptly, and in any event within two (2) Business Days after such Obligor obtains knowledge of it, notify Agent of any Commercial

Tort Claim and unless otherwise consented by Agent, Obligors shall enter into a supplement to this Security Agreement, granting to Agent a Lien in such Commercial Tort Claim.

(e) Section 4(d) is hereby amended by restating it in its entirety with the following:

“(d) Change in Location. Not, without providing at least thirty (30) days prior written notice to the Agent and without filing such amendments to any previously filed financing statements as the Agent may require, (a) change the location of its chief executive office and chief place of business (as well as its books and records) from the locations set forth on Schedule 3(a) attached hereto, (b) change the location of its Collateral from the locations set forth for such Obligor on Schedule 3(b) attached hereto, (c) change its name, be party to a merger consolidation or other change in structure or use any tradename other than as set forth on Schedule 3(c) attached hereto, or (d) change its jurisdiction of formation from the location set forth on Schedule 3(d) attached hereto.

(f) A new schedule in the form of Schedule 2 attached hereto is added in numerical order to the schedules attached to the Security Agreement.

(g) A new schedule in the form of Schedule 3(d) attached hereto is added in numerical order to the schedules attached to the Security Agreement.

2. Confirmation of Prior Grant; Grant of Lien on New Collateral. Each of the Obligors hereby confirms and reconfirms its prior grant of a continuing security interest in the Collateral as defined in the Security Agreement and acknowledges that, as to the original Collateral, such prior grant continues in full force and effect as a valid, binding and enforceable perfected Lien on such Collateral. To the extent that any of the personal property described in Section 2 of the Security Agreement as amended hereby was not included within the original Collateral, each Obligor hereby grants to the Agent, for the benefit of the Lenders pursuant to the terms of the Security Agreement a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the newly described Collateral, whether now owned or existing or owned, acquired, or arising hereafter to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations.

3. Limited Effect of Agreement. Except as expressly provided in this Amendment, the Security Agreement and each other Credit Document shall continue to be, and shall remain, in full force and effect.

4. Representations and Warranties; Acknowledgments.

(a) By its execution hereof, each of the Obligors hereby certifies that each of the representations and warranties set forth in the Security Agreement in respect of such Obligor is true and correct as of the date hereof as if fully set forth herein, and that as of the date hereof no Default or Event of Default (other than the Events of Default occurring as a result of the occurrence of the Acknowledged Defaults) has occurred and is continuing.

(b) Each of the Obligors hereby represents and warrants to the Agent for the benefit of the Lenders, that the updated schedules to the Security Agreement, attached hereto as Schedule A, are true, correct and complete as of the date hereof.

(c) Each of the Obligors hereby represents and warrants that the Liens previously granted by the Obligors pursuant to the Security Agreement were perfected by the filing of the financing statements listed on Schedule B attached hereto.

5. Governing Law. This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, without reference to the conflicts or choice of law principles thereof.

6. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

7. Counterparts. This Amendment and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when executed and delivered shall be an original, and all of which together shall constitute one instrument. In proving this Amendment it shall not be necessary to

produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

8. Entire Agreement, Etc. This Amendment is one of the Credit Documents referred to in the Credit Agreement and all provisions of the Credit Agreement which apply to Credit Documents generally shall apply to this Amendment. The Credit Documents and any other documents executed in connection herewith or therewith express the entire understanding of the parties with respect to the transactions contemplated hereby.

9. Severability. The provisions of this Amendment are severable and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Amendment in any jurisdiction.

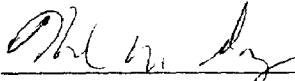
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



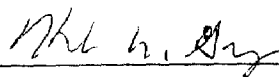
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date and year first above written.

**OBLIGORS:**

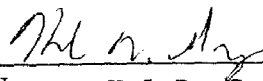
CANON COMMUNICATIONS LLC, as Borrower

By:   
Name: Hal R. Greenberg  
Title: Vice President

ABBY COMMUNICATIONS, INC., as Borrower

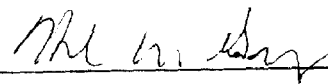
By:   
Name: Hal R. Greenberg  
Title: Vice President

CHEMICAL WEEK PUBLISHING L.L.C.,  
as Borrower

By:   
Name: Hal R. Greenberg  
Title: Vice President

CHEMICAL WEEK ASSOCIATES, as Borrower

By: Chemical Publishing Group, Inc.  
Its: Managing Partner

By:   
Name: Hal R. Greenberg  
Title: Vice President

**AGENT:**

WACHOVIA BANK, NATIONAL ASSOCIATION  
(f/k/a First Union National Bank),  
as Administrative Agent,  
for the benefit of the Lenders



By: MATTHEW BERK  
Name: TRUSTED OFFICER  
Title: \_\_\_\_\_

First Amendment to Security Agreement

1: #6233891

**TRADEMARK**  
**REEL: 002573 FRAME: 0741**

**SCHEDULE 2**

**Commercial Tort Claims**

None.

**SCHEDULE 3(d)**

**Jurisdiction of Formation**

<u>Entity</u>	<u>Jurisdiction of Formation</u>
Canon Communications LLC	Delaware
Abby Communications, Inc.	Delaware
Chemical Week Publishing L.L.C.	Delaware
Chemical Week Associates	New York

# SCHEDULE A

## Updated Schedules to the Security Agreement

### Schedule 1(b) – Intellectual Property

Canon Communications:

<b>Trademarks</b>	<b>Registration #</b>	<b>Date Issued</b>	<b>Affidavit Filing</b>	<b>Renewal Date</b>
WEST PACK	1,199,042	06/22/82	Done	06/22/02
EAST PACK	1,384,620	02/25/86	Done	02/26/06
SOUTH PACK	1,416,192	11/04/86	Done	11/04/06
COMPLIANCE ENGINEERING <sup>(1)</sup>	1,550,102	08/01/89	Done	08/01/09
MEDICAL DEVICE & DIAGNOSTIC INDUSTRY	1,612,477	09/04/90	Done	09/04/10
MEDICAL DESIGN & MANUFACTURING	1,709,546	08/18/92	Done	08/18/12
MEDICAL DEVICE REGISTER	1,878,619	02/14/95	Done	02/14/05
MEDICAL DEVICE REGISTER ON DISK	2,127,551	01/06/98	01/06/03	01/06/08
MEDPAK	2,159,219	05/19/98	05/19/03	05/19/08
ATLANTIC DESIGN ENGINEERING SHOW	2,202,411	11/03/98	11/03/03	11/03/08
PACIFIC DESIGN ENGINEERING SHOW	2,202,410	11/03/98	11/03/03	11/03/08
WINMDR	2,202,833	11/10/98	11/10/03	11/10/08
PLASTICS AUXILIARIES	2,208,000	12/08/98	12/08/93	12/05/08
OEM BOSTON	2,267,916	08/03/99	08/03/04	08/03/09
MEDICAL DEVICE EXECUTIVE FORUM	2,291,154	11/09/99	11/09/04	11/09/09
MEDTEC	2,301,993	12/21/99	12/21/04	12/21/09
IVD TECHNOLOGY	2,305,007	12/28/99	12/29/04	09/08/09
EUROPEAN MEDICAL DEVICE MANUFACTURER	2,322,617	02/22/00	02/22/05	02/22/10
MEDICAL ELECTRONICS MANUFACTURING	2,325,041	02/29/00	02/28/05	02/28/10
MEDICAL DESIGN EXCELLENCE AWARDS	2,327,459	03/07/00	03/07/05	03/07/10
MEDICAL PRODUCTS MANUFACTURING NEWS	2,330,423	03/14/00	03/14/05	03/14/10
MEDICAL DEVICE LINK	2,330,424	03/14/00	03/14/05	03/14/10
MICRO	2,335,351	03/28/00	03/28/05	03/28/10

CANCOM	2,391,568	10/03/00	10/03/05	10/03/10
NUTRAPHEX	2,493,411	09/25/01	09/25/06	09/25/11
CON-QUEST	2,506,282	11/13/01	11/13/06	11/13/11
PACIFIC DESIGN & MANUFACTURING	2,524,557	01/15/02	01/15/07	01/15/12
ATLANTIC DESIGN & MANUFACTURING	2,535,092	01/29/02	01/29/07	01/29/12
CC ("c" within "C" Logo) [Class 37 use]	75/936,337	03/04/00		Pending
PLASTEC	76/012,359	03/30/00		Pending
CC ("c" within "C" Logo) [Class 16 use]	76/241,025	04/04/00		Pending
ESPECS	76/129,474	09/15/00		Pending
MX	76/170,109	11/24/00		Pending
TEC	76/170,110	11/24/00		Pending
OEM NEW ENGLAND	76/301,510	08/20/01		Pending
PHARMACUETICAL & MEDICAL PACKAGING NEWS	78/128,301	05/13/02		Pending
NUTRITIONAL OUTLOOK	78/128,886	05/15/02		Pending
COSMETIC/PERSONAL CARE PACKAGING	78/128,946	05/15/02		Pending

(1) Assigned to First Union National Bank, recorded by Moore & Van Allen on November 10, 1999

#### COPYRIGHTS

Each issue of the Company's publications listed below contains copyright language within the publication masthead referring to the Company's rights to said issue.

Medical Design & Diagnostic Industry  
 Medical Product Manufacturing News  
 IVD Technology  
 European Medical Device Manufacturer  
 Medical Electronics Manufacturing  
 Pharmaceutical & Medical Packaging News  
 Cosmetic/Personal Care Packaging  
 Nutritional Outlook  
 Micro  
 Compliance Engineering  
 MX  
 Medical Device Register

In addition to the copyright protection above, the Company has filed the following copyrights:

Title	Date Filed	Registration No.	Effective Date
Medical Design & Manufacturing Proceeding	June, 1995	TX4092991	August 12, 1995

OTHER COMMON LAW MARKS -- ACTIVE

Medical Device Bookstore  
 Medical Design Excellence Awards (MDEA)

Abby Communications:

Trademarks	Registration #	Date Issued	Affidavit Filing	Renewal Date
IMMNET.COM	2,490,751	09/18/01	09/18/06	09/18/11
INJECTION MOLDING	2,465,338	07/03/01	07/03/06	07/03/11
IMM INFOLINK	2,461,141	06/18/01	06/18/06	06/18/11

**COPYRIGHTS**

Each issue of Injection Molding Magazine contains copyright language within the publication masthead referring to the company's rights to said issue.

In addition, as shown below, Abby has filed certificates of registration with the United States Copyright Office for the issues of Injection Molding Magazine from September 1993 to September 1997 and for Pocket Performance Specs for Thermo Plastics (March 20, 1996), Pocket Specs for Injection Molding, second edition (January 18, 1995) and Pocket Specs for Injection Molding, third edition.

<u>Title</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Effective Date</u>
Pocket Performance Specs for Thermoplastics	Text	TX 4292773	March 20, 1996

<u>Title</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Effective Date</u>
Pocket Specs for Injection Molding, 3rd Edition	Text	Application filed/Registration pending	Application filed/Registration pending
Pocket Specs for Injection Molding, 2nd Edition	Text	TX 3987456	January 18, 1995
On the Road With Bob Hatch	Text	Application filed/Registration pending	Application filed/Registration pending
Guide to Manufacturers' Reps	Text	Application filed/Registration pending	Application filed/Registration pending
The Business of Injection Molding	Text	Application filed/Registration pending	Application filed/Registration pending
Marketing Communications: A Bridge to Better Sales for Molders and Moldmakers	Text	Application filed/Registration pending	Application filed/Registration pending
Marketing Strategies: A Road Map for Molders and Moldmakers	Text	Application filed/Registration pending	Application filed/Registration pending
Successful Sales Strategies for Molders and Moldmakers: Arriving at Growth and Profit	Text	Application filed/Registration pending	Application filed/Registration pending
Injection Molding: For Plastics Injection Molding Professionals	Text/Serial		
Vol. 1, No. 1, Sep. 1993		TX 3884039	Aug. 25, 1994
Vol. 1, No. 2, Nov. 1993		TX 3884034	Aug. 25, 1994
Vol. 1, No. 3, Dec. 1993		TX 3884040	Aug. 25, 1994
Vol. 2, No. 1, Jan. 1994		TX 3884035	Aug. 25, 1994
Vol. 2, No. 2, Feb. 1994		TX 3884037	Aug. 25, 1994
Vol. 2, No. 3, Mar. 1994		TX 3884036	Aug. 25, 1994
Vol. 2, No. 4, Apr. 1994		TX 3884123	Aug. 25, 1994
Vol. 2, No. 5, May-June 1994		TX 3884038	Aug. 25, 1994
Vol. 2, No. 6, July 1994		TX 3884122	Aug. 25, 1994
Vol. 2, No. 7, Aug. 1994		TX 3884033	Aug. 25, 1994
Vol. 2, No. 8, Sep. 1994		TX 3972015	Jan. 18, 1995
Vol. 2, No. 9, Oct. 1994		TX 3972017	Jan. 18, 1995
Vol. 2, No. 10, Nov. 1994		TX 3972016	Jan. 18, 1995
Vol. 2, No. 11, Dec. 1994		TX 3969136	Jan. 18, 1995



<u>Title</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Effective Date</u>
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Vol. 3, No. 1, Jan. 1995		TX 3969138	January 8, 1995
Vol. 3, No. 2, Feb. 1995		TX 3843127	March 13, 1995
Vol. 3, No. 3, Mar. 1995		TX 3843126	March 13, 1995
Vol. 3, No. 4, Apr. 1995		TX 4019263	April 17, 1995
Vol. 3, No. 5, May 1995		TX 4053100	July 3, 1995
Vol. 3, No. 6, June 1995		TX 4053099	July 3, 1995
Vol. 3, No. 7, July 1995		TX 4096747	August 28, 1995
Vol. 3, No. 8, Aug. 1995		TX 4096748	August 28, 1995
Vol. 3, No. 9, Sep. 1995		TX 4120824	October 16, 1995
Vol. 3, No. 10, Oct. 1995		TX 4120825	October 16, 1995
Vol. 3, No. 11, Nov. 1995		TX 4205130	December 27, 1995
Vol. 3, No. 12, Dec. 1995		TX 4205128	December 27, 1995
Vol. 4, No. 1, Jan. 1996		TX 4199834	February 20, 1996
Vol. 4, No. 2, Feb. 1996		TX 4199658	February 20, 1996
Vol. 4, No. 3, Mar. 1996		TX 4214820	April 22, 1996
Vol. 4, No. 4, Apr. 1996		TX 4214819	April 22, 1996
Vol. 4, No. 5, May 1996		TX 4308881	July 22, 1996
Vol. 4, No. 6, June 1996		TX 4308880	July 22, 1996
Vol. 4, No. 7, July 1996		TX 4310198	August 22, 1996
Vol. 4, No. 8, Aug. 1996		TX 4310197	August 22, 1996
Vol. 4, No. 9, Sep. 1996		TX 4378272	November 8, 1996
Vol. 4, No. 10, Oct. 1996		TX 4378271	November 8, 1996
Vol. 4, No. 11, Nov. 1996		TX 4420390	January 31, 1997
Vol. 4, No. 12, Dec. 1996		TX 4420360	January 31, 1997
Vol. 5, No. 1, Jan. 1997		TX 4431021	February 14, 1997
Vol. 5, No. 2, Feb. 1997		TX 4396166	February 14, 1997
Vol. 5, No. 3, Mar. 1997		TX 4482474	May 7, 1997
Vol. 5, No. 4, Apr. 1997		TX 4482471	May 7, 1997
Vol. 5, No. 5, May 1997		TX 4510235	July 15, 1997
Vol. 5, No. 6, June 1997		TX 4510228	July 15, 1997
Vol. 5, No. 7, July 1997		TX 4540765	September 12, 1997
Vol. 5, No. 8, Aug. 1997		TX 4540764	September 12, 1997
Vol. 5, No. 9, Sep. 1997		TX 4542237	September 24, 1997
Vol. 5, No. 9, Pt. II, Sep. 1997		TX 4542236	September 24, 1997

Injection Moulding International    Text/Serial

Vol. 1, No. 1, Nov.-Dec., 1996

Application  
filed/Registration  
pending

Application  
filed/Registration  
pending

<u>Title</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Effective Date</u>
Vol. 2, No. 1, Jan.-Feb., 1997		Application filed/Registration pending	Application filed/Registration pending
Vol. 2, No. 2, April-May, 1997		Application filed/Registration pending	Application filed/Registration pending
Vol. 2, No. 3, June-July, 1997		Application filed/Registration pending	Application filed/Registration pending
Vol. 2, No. 4, Sept.-Oct., 1997		Application filed/Registration pending	Application filed/Registration pending

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OTHER COMMON LAW MARKS -- ACTIVE

IMM Giant Postcards  
 IMM Book Club  
 The Source  
 IMM Trekker  
 IMM Molders Economic Index  
 IMM Benchmarking Report  
 IMM International Molding Report  
 IMM Infolink

Chemical Week Associates:

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TRADEMARKS

COUNTRY	MARK	REGISTRATION # APPLICATION #	STATUS	RENEWAL DATE
USA	<i>CHEMICAL WEEK</i>	614,420	ACTIVE	2/12/07
BENELUX	<i>CHEMICAL WEEK</i>	307,370	RENEWING	8/13/01
FRANCE	<i>CHEMICAL WEEK</i>	1,501,268	ACTIVE	9/7/08
GREAT BRITAIN	<i>CHEMICAL WEEK</i>	B978,233	ACTIVE	7/24/06
USA	<i>TODAY'S REFINERY</i>	2,279,467	ACTIVE	09/21/09

USA	<i>ADHESIVES AGE</i>	1,205,436	ACTIVE	8/17/02
USA	<i>ADHESIVES AGE</i>	1,403,123	ACTIVE	7/29/06
USA	<i>MODERN PAINT &amp; COATINGS</i>	1,402,181	ACTIVE	7/22/06
USA	<i>MODERN PAINT AND COATINGS (STYLIZED)</i>	1,174,152	ACTIVE	10/20/01
USA	<i>SOAP &amp; COSMETICS</i>	75/625770	PENDING	
USA	<i>SOAP COSMETICS SPECIALTY CHEMICALS</i>	947,445	ACTIVE	11/14/02
USA	<i>SOAP COSMETICS SPECIALTY CHEMICALS</i>	2,016,913	ACTIVE	11/19/06
USA	<i>SOAP COSMETICS SPECIALTY CHEMICALS</i>	1,322,157	ACTIVE	2/26/05
USA	<i>PAINT RED BOOK</i>	1,402,133	ACTIVE	7/22/06
USA	<i>LUBRICANTS WORLD</i>	1699042	ACTIVE	7/7/02

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Chemical Week Magazine  
 Chemical Week Buyer's Guide  
 Adhesives Age  
 Modern Paint & Coatings  
 Soap & Cosmetics  
 Chemical Specialties  
 Chemical Week Conferences

Lubricants World

Chemical Week Publishing:

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**TRADEMARKS**

<b>COUNTRY</b>	<b>MARK</b>	<b>APPLICATION #</b>	<b>STATUS</b>	<b>FILED DATE</b>
EU	<i>CHEMICAL ENGINEERING</i>	402511	PENDING	11/25/96

India	<i>CHEMICAL ENGINEERING</i>	778520	PENDING	11/17/97
Singapore	<i>CHEMICAL ENGINEERING</i>	13682/97	PENDING	11/6/97
India	<i>MODERN PLASTICS INTERNATIONAL</i>	848491	PENDING	3/30/99
USA	<i>EPLANT</i>	76/009,889	PENDING	3/24/00
USA	<i>INVESTORS A&amp;D WATCH</i>	76/310,877	PENDING	9/7/01
USA	<i>MM&amp;T EXPO</i>	76/111,386	PENDING	8/17/00
USA	<i>PIPELINE AND GAS TECHNOLOGY</i>	78/130882	PENDING	5/24/02
USA	<i>WORLD REFINING</i>	78/130861	PENDING	5/24/02

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION # APPLICATION #</u>	<u>STATUS</u>	<u>RENEWAL DATE</u>
Benelux	<i>CHEMICAL ENGINEERING</i>	307369	ACTIVE	8/13/11
Canada	<i>CHEMICAL ENGINEERING</i>	478064	ACTIVE	6/19/12
China	<i>CHEMICAL ENGINEERING</i>	996353	ACTIVE	5/7/07
France	<i>CHEMICAL ENGINEERING</i>	1640488	ACTIVE	9/7/08
Germany	<i>CHEMICAL ENGINEERING</i>	2913921	ACTIVE	8/29/04
Japan	<i>CHEMICAL ENGINEERING</i>	4218225	ACTIVE	12/4/08
Mexico	<i>CHEMICAL ENGINEERING</i>	473939	ACTIVE	3/11/02
Russia	<i>CHEMICAL ENGINEERING</i>	131585	ACTIVE	5/31/04
Switzerland	<i>CHEMICAL ENGINEERING</i>	441214	ACTIVE	12/20/04
UK	<i>CHEMICAL ENGINEERING</i>	B978234	ACTIVE	7/24/06
USA	<i>CHEMICAL ENGINEERING</i>	532,465	ACTIVE	10/24/10
Russia	<i>CHEMICAL ENGINEERING (in Cyrillic)</i>	132812	ACTIVE	5/31/04
USA	<i>CHEMICAL ENGINEER'S BOOK CLUB 2</i>	1,236,823	ACTIVE	5/3/03
Italy	<i>CHEMPUTERS</i>	689146	ACTIVE	8/1/04
USA	<i>MODERN MOLD &amp; TOOLING</i>	2,318,362	ACTIVE	9/14/08

USA	<i>MODERN MOLD &amp; TOOLING</i>	2,423,836	ACTIVE	9/14/08
USA	<i>E&amp;PNET</i>	75/869,305	ACTIVE	12/26/10
Benelux	<i>MODERN PLASTICS</i>	307376	ACTIVE	8/13/11
Canada	<i>MODERN PLASTICS</i>	20943	ACTIVE	1/2/05
France	<i>MODERN PLASTICS</i>	1278781	ACTIVE	7/12/04
Japan	<i>MODERN PLASTICS</i>	1333036	ACTIVE	5/1/08
USA	<i>MODERN PLASTICS</i>	507,336	ACTIVE	3/8/09
USA	<i>MODERN PLASTICS ENCYCLOPEDIA</i>	801,909	ACTIVE	1/11/06
Italy	<i>MODERN PLASTICS INTERNATIONAL</i>	695870	ACTIVE	7/12/04
UK	<i>MODERN PLASTICS INTERNATIONAL</i>	1054552	ACTIVE	11/8/06
USA	<i>THE CHEMENTATOR (Stylized)</i>	506101	ACTIVE	1/25/09
USA	<i>GAS/LPG MARKETS</i>	2,252,190	ACTIVE	6/8/09
USA	<i>ENERGY MARKETS</i>	2,219,794	ACTIVE	1/19/09
USA	<i>OIL AND GAS FINANCE SOURCEBOOK</i>	2,158,211	ACTIVE	5/19/08
USA	<i>FUEL TECHNOLOGY AND MANAGEMENT</i>	2,082,643	ACTIVE	7/22/07
USA	<i>GAS SHOW</i>	2,016,584	ACTIVE	11/12/06
USA	<i>REFINING ECONOMICS REPORT</i>	1,953,824	ACTIVE	1/30/06
USA	<i>OIL AND GAS INVESTOR</i>	1,861,771	ACTIVE	11/8/04
USA	<i>HART PETROLEUM DIRECTORY</i>	1,932,456	ACTIVE	11/7/05
	<i>GULF STATES EDITION</i>			
USA	<i>HART ROCKY MOUNTAIN PETROLEUM</i>	1,909,949	ACTIVE	8/8/05
USA	<i>HART MIDCONTINENT PETROLEUM DIRECTORY</i>	1,797,806	ACTIVE	10/12/03
USA	<i>THE PETROLEUM ENGINEER</i>	645,778	ACTIVE	5/20/07
EU	<i>MODERN PLASTICS INTERNATIONAL</i>	1,157,528	ACTIVE	4/30/09
USA	<i>Hart's E&amp;P</i>	2551632	ACTIVE	3/26/12
USA	<i>PETROLEUM ENGINEER INTERNATIONAL</i>	1,836,740	ACTIVE	5/17/04

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Chemical Engineering  
Chemical Engineer's Book Club  
Modern Plastics  
Modern Plastics International  
Modern Plastics Encyclopedia  
Modern Mold & Tooling  
Hart's E&P  
Eplant  
Energy Markets  
Oil & Gas Investor  
Oil & Gas Finance Sourcebook  
World Refining  
Hart Petroleum Directories – Gulf States, Northeast, Rocky Mountain, Mid- Continent  
Pipeline & Gas Technology

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Schedule 3(a) – Chief Executive Offices

<u>Mailing Address</u>	<u>City</u>	<u>County</u>	<u>State</u>	<u>Zip</u>
Canon: 11444 W. Olympic Boulevard Suite 900	Los Angeles	Los Angeles	CA	90064
Abby: 11444 W. Olympic Boulevard Suite 900	Los Angeles	Los Angeles	CA	90064
Chemical Week: 110 William Street 11 <sup>th</sup> Floor	New York	New York	NY	10038
CWP: 110 William Street 11 <sup>th</sup> Floor	New York	New York	NY	10038

Schedule 3(b) – Locations of Collateral

The following are all the locations where each Borrower maintains any Inventory or Equipment:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	
Canon:	11444 W. Olympic Blvd	Los Angeles	CA	
	444 Washington Street	Woburn	MA	
	30 Two Bridges Road	Fairfield	NJ	
	Kent House, Romney Place, Suite 25	Maidstone	United Kingdom	
	13711 Winterberry Ridge	Midlothian	VA	
	12947 Biggin Church Rd S	Jacksonville	FL	
	346 Meadowview Dr	Collegeville	PA	
	3 Parsonage Barns	Bottisham	United Kingdom	
	Abby:	11444 W. Olympic Blvd	Los Angeles	CA
		55 Madison Street	Denver	CO
7530 Lucerne Dr, #402		Middleburg Heights	OH	
45 Pilgrim Road		Holliston	MA	
2117 Lincolnwood Way		Evanston	IL	
177 Spring Beauty Dr		Lawrenceville	NJ	
7122 Kathleen Dr West		Syosset	NY	
25-47 McIntosh St		New York	NY	
1914 N Burling		Chicago	IL	
7115 Sandbridge Ct		Mentor	OH	
1432 Locust	Denver	CO		
Chemical				
Week:	110 William Street, 11 <sup>th</sup> fl	New York	NY	
	24/25 Scala St.	London	United Kingdom	
	58 Herondale	Bracknell	United Kingdom	
	1736 Millhouse Run	Marietta	GA	
	1073 High Point Dr. N.E.	Atlanta	GA	
CWP:	110 William Street, 11 <sup>th</sup> fl	New York	NY	
	4545 Post Oaks Place	Houston	TX	
	1201 Seven Locks Road	Potomac	MD	
	58 Herondale	Berkshire	United Kingdom	
	Eschersheimer Landstrasse 61-63	Frankfurt	Germany	
	5655 S. Yosemite, #206	Englewood	CO	
	79A Duxton Road	Singapore		



5720 S. Lowell Blvd.	Littleton	CO
1100 S. Elizabeth St.	Denver	CO
7255 S. Dexter St.	Littleton	CO
5660 E. Dickerson Pl.	Denver	CO
17432 Teachers Avenue	Irvine	CA
2612 Edgerton Road	University Heights	OH
P.O. Box 1053	Alpharetta	GA

The following are the names and addresses of all Persons other than the Borrower that have possession of any of the Borrower's Inventory or Equipment:

Canon Communications:

<u>Name</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>
<u>Printer of all magazines:</u>			
RR Donnelley & Sons Co.	15260 Ventura Blvd.	Sherman Oaks	CA

<u>Printer of postcards:</u>			
Scoville Press	14505 27 <sup>th</sup> Ave North	Plymouth	MN
Schmidt Printing Inc	1101 Frontage Rd NW	Byron	MN

<u>Printer of reprints:</u>			
The Sheridan Press	450 Fame Avenue	Hanover	PA
FosteReprints	4925 S. Ohio Street	Michigan City	IN
Rapid Reprints	4875 White Bear Pkwy	White Bear Lake	MN

<u>Printer of Overcovers &amp; Bind-Ins:</u>			
Schmidt Printing Inc.	1101 Frontage Road NW	Byron	MN

<u>Fulfillment House:</u>			
Creative Data Services	519 E Briarcliff Rd	Bolingbrook	IL

Abby Communications:

<u>Name</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>
<u>Printer of all magazines:</u>			
RR Donnelley & Sons Co.	15260 Ventura Blvd.	Sherman Oaks	CA

Printer of postcards:

Scoville Press	14505 27 <sup>th</sup> Ave North	Plymouth	MN
Schmidt Printing Inc	1101 Frontage Rd NW	Byron	MN

Printer of reprints:

The Sheridan Press	450 Fame Avenue	Hanover	PA
FosteReprints	4925 S. Ohio Street	Michigan City	IN
Rapid Reprints	4875 White Bear Pkwy	White Bear Lake	MN

Printer of Overcovers & Bind-Ins:

Schmidt Printing Inc.	1101 Frontage Road NW	Byron	MN
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Fulfillment House:

Creative Data Services	519 E Briarcliff Rd	Bolingbrook	IL
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Chemical Week Associates:

<u>Name</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>
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Printer for all magazines:

Publishers Press, Inc.	100 Frank E. Simon Avenue	Shepardsville	KY
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Printer for all Buyers' Guides/Encyclopedias:

Frye Communications, Inc	800 West Church Road	Mechanicsburg	PA
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Printer for all Postcards:

Solar Communications	1120 Frontenac Road	Naperville	IL
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Printers for reprints:

Winchester Printers	116 N. Braddock Street	Winchester	VA
ASAP Fine Printing	331 Garden Oaks	Houston	TX

Fulfillment Houses:

Kable Fulfillment Services	Kable Square	Mt. Morris	IL
Sunbelt Fulfillment Services	307 Southgate Court	Brentwood	TN
Hallmark Data systems	6201 Howard Street	Niles	IL

Chemical Week Publishing:

<u>Name</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>
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Printer for all magazines:

Publishers Press, Inc.	100 Frank E. Simon Avenue	Shepardsville	KY
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Printer for all Buyers' Guides/Encyclopedias:

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Printer for all Postcards:

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ASAP Fine Printing	331 Garden Oaks	Houston	TX

Fulfillment Houses:

Kable Fulfillment Services	Kable Square	Mt. Morris	IL
Hallmark Data systems	6201 Howard Street	Niles	IL

Schedule 3(c) – Mergers, Consolidations, Changes in Structure or Use of Tradenames

None.

LA1:#6233891v4

**TRADEMARK**  
**REEL: 002573 FRAME: 0759**

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
COPYRIGHTS

United States Copyright Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of October 29, 1999 (as the same may be amended, modified, extended or restated from time to time, the “Security Agreement”) by and among the Obligors party thereto (each an “Obligor” and collectively, the “Obligors”) and Wachovia Bank, National Association (f/k/a First Union National Bank), as Agent (the “Agent”) for the financial institutions referenced therein (the “Lenders”), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the copyrights and copyright applications shown below to the Agent for the ratable benefit of the Lenders:

COPYRIGHTS

<u>Copyright No.</u>	<u>Description of Copyright</u>	<u>Date of Copyright</u>
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COPYRIGHT APPLICATIONS

<u>Copyright Application No.</u>	<u>Description of Copyright Applied For</u>	<u>Date of Copyright Applications</u>
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The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing copyrights and copyright applications (i)

may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any copyright or copyright application.

Very truly yours,

\_\_\_\_\_  
[Obligor]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank),  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
PATENTS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of October 29, 1999 (as the same may be amended, modified, extended or restated from time to time, the “Security Agreement”) by and among the Obligor party thereto (each an “Obligor” and collectively, the “Obligors”) and Wachovia Bank, National Association (f/k/a First Union National Bank), as Agent (the “Agent”) for the financial institutions referenced therein (the “Lenders”), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the patents and patent applications shown below to the Agent for the ratable benefit of the Lenders:

PATENTS

<u>Patent No.</u>	<u>Description of Patent Item</u>	<u>Date of Patent</u>
-------------------	-----------------------------------	-----------------------

PATENT APPLICATIONS

<u>Patent Application No.</u>	<u>Description of Patent Applied For</u>	<u>Date of Patent Applications</u>
-------------------------------	--	------------------------------------

The Obligor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing patent and patent applications (i) may only

be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

Very truly yours,

\_\_\_\_\_  
[Obligor]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank),  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of October 29, 1999 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Wachovia Bank, National Association (f/k/a First Union National Bank), as Agent (the "Agent") for the financial institutions referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the ratable benefit of the Lenders:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
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COPYRIGHT APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Applications</u>
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The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

\_\_\_\_\_  
[Obligor]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION (f/k/a First Union National Bank),  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE B**  
**FINANCING STATEMENTS**

**Debtor:** Canon Communications LLC

**Secured Party:** First Union National Bank, as Agent

Continuing filings in state of Delaware and amending collateral description.

<b>Filing Jurisdiction</b>	<b>Filing Date</b>	<b>File Number</b>	<b>Type of Filing</b>
California Secretary of State	11/02/1999	9930960771	Initial Filing
Delaware Secretary of State	11/02/1999	9958191	Initial Filing
New Jersey Secretary of State	11/03/1999	1938524	Initial Filing
Essex County, New Jersey	11/03/1999	711218426	Initial Filing
Massachusetts Secretary of the Commonwealth	11/01/1999	671505	Initial Filing
Woburn City Clerk, Massachusetts	11/01/1999	M-#891	Initial Filing
Minnesota Secretary of State	11/05/1999	2175690	Initial Filing
Minnesota Secretary of State	11/05/1999	2175691	Initial Filing
Pennsylvania Secretary of Commonwealth	11/01/1999	30891632	Initial Filing
Indiana Secretary of State	11/01/1999	2287921	Initial Filing
Connecticut Secretary of State	11/01/1999	0001958694	Initial Filing

**Debtor:** Abby Communications, Inc.

**Secured Party:** First Union National Bank, as Agent

Continuing filings in state of Delaware and amending collateral description.

<b>Filing Jurisdiction</b>	<b>Filing Date</b>	<b>File Number</b>	<b>Type of Filing</b>
Delaware Secretary of State	11/01/1999	9957505	Initial Filing
Colorado Secretary of State	11/01/1999	19992060720	Initial Filing
New Jersey Secretary of State	11/01/1999	1938572	Initial Filing
Morris County, New Jersey	11/01/1999	113576	Initial Filing
California Secretary of State	11/01/1999	9930860955	Initial Filing
Minnesota Secretary of State	11/05/1999	2175692	Initial Filing
Minnesota Secretary of State	11/05/1999	2175693	Initial Filing
Pennsylvania Secretary of Commonwealth	11/01/1999	30891491	Initial Filing
Indiana Secretary of State	11/03/1999	2288097	Initial Filing
Connecticut Secretary of State	11/01/1999	1958698	Initial Filing

**Debtor:** Chemical Week Publishing L.L.C.

**Secured Party:** First Union National Bank, as Agent

Continuing filings in state of Delaware and amending collateral description.

<b>Filing Jurisdiction</b>	<b>Filing Date</b>	<b>File Number</b>	<b>Type of Filing</b>
New York Secretary of State	11/01/1999	220391	Initial Filing
New York County, New York	11/08/1999	99PN60918	Initial Filing
Delaware Secretary of State	11/01/1999	9957485	Initial Filing
New Jersey Secretary of State	11/01/1999	1938642	Initial Filing
Essex County, New Jersey	11/01/1999	088995	Initial Filing

**Debtor:** Chemical Week Associates

**Secured Party:** First Union National Bank, as Agent

Continuing filings in state of New York and amending collateral description.

<b>Filing Jurisdiction</b>	<b>Filing Date</b>	<b>File Number</b>	<b>Type of Filing</b>
New York Secretary of State	11/01/1999	220385	Initial Filing
New York County, New York	11/08/1999	99PN60925	Initial Filing
Kentucky Secretary of State	11/02/1999	1602213	Initial Filing
Illinois Secretary of State	11/02/1999	4117525	Initial Filing
Tennessee Secretary of State	11/02/1999	993-056475	Initial Filing

**Debtor:** VS&A Communications Acquisitions LLC  
**Secured Party:** First Union National Bank, as Agent

Continuing filings in state of Delaware.

<b>Filing Jurisdiction</b>	<b>Filing Date</b>	<b>File Number</b>	<b>Type of Filing</b>
California Secretary of State	11/01/1999	9930860942	Initial Filing
Delaware Secretary of State	11/01/1999	9957487	Initial Filing
New Jersey Secretary of State	11/01/1999	1938571	Initial Filing
Essex County, New Jersey	11/01/1999	088994	Initial Filing
New York Secretary of State	11/01/1999	220333	Initial Filing
New York County, New York	11/08/1999	99PN60919	Initial Filing

**Debtor:** Chemical Publications Group, Inc.

**Secured Party:** First Union National Bank, as Agent

Continuing filings in state of Delaware.

<b>Filing Jurisdiction</b>	<b>Filing Date</b>	<b>File Number</b>	<b>Type of Filing</b>
Delaware Secretary of State	11/01/1999	9957555	Initial Filing
New York Secretary of State	11/01/1999	220034	Initial Filing
New York County, New York	11/08/1999	99PN60917	Initial Filing



**Debtor:** PCP, Inc.

**Secured Party:** First Union National Bank, as Agent

Continuing filings in state of Delaware.

<b>Filing Jurisdiction</b>	<b>Filing Date</b>	<b>File Number</b>	<b>Type of Filing</b>
Delaware Secretary of State	11/01/1999	9957494	Initial Filing
New York Secretary of State	11/01/1999	220383	Initial Filing
New York County, New York	11/08/1999	99PN60924	Initial Filing