RECO U.S. Department of Commerce Patent and Trademark Office 03-02-2000 101280205 To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving Party(ies Name of conveying Party(ies): C WORLD PUBLICATIONS, INC. Name: MCG FINANCE CORPORATION Internal Address: Suite 800 Street Address: 1100 Wilson Boulevard ☐ Individual(s) Association City: Arlington ZIP 22209 ☐ General partnership Limited Partnership State: VA □ Corporation-State FL ☐ Individual(s) Citizenship □ Other Additional Name(s) of conveying party(ies) attached? Yes No ☐ Association ☐ General Partnership 3. Nature of conveyance: ☐ Limited Partnership □ Corporation-State ☐ Assignment □ Other ⊠ Security Agreement ☐ Change of Name ☐ Other If assignee is not domiciled in the United States, a domestic representative Yes No (Designations must be a separate document from Assignment) November 17, 1999 Execution Date: Additional name(s) & address(es) attached? 4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No's 75290455 1882124 75501238 1854625 75574833 75574832 75574831 1221657 1803247 2264599 75574830 75574829 75574828 2264598 75574827 75574826 75664193 75664190 75664192 Additional numbers attached? ☐Yes
☐No Name and address of party to whom correspondence Total Number of applications and concerning document should be mailed: registrations involved:.... Name: Dana E. Stern, Esq. Internal Address: MCG Finance Corporation Total fee (37 CFR 3.41):.....\$ 540.00 Suite 800 ⊠ Enclosed Authorized to be charged to deposit account Street Address: Deposit Account number: 1100 Wilson Boulevard City: Arlington ZIP: 22209 (Attach) duplicate copy of this page if paying by deposit account State: DO NOT USE THIS SPACE State 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. Dana E. Stern January 28, 2000 Name of Person Signing Date Signature Total number of pages including this cover sheet and any attachments: OMB No. 0651-0011 (exp. 4/94) Do not detach this portion Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments 03/02/2000 DHGUYEN 00000079 75290455 Washington 40.00 0P .C. 20231 500.00 DP Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover

(0651-0011), Washington, D.C. 20503.

sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project **TRADEMARK**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of November 17, 1999, by WORLD PUBLICATIONS, INC. (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG FINANCE CORPORATION (including any successor, participant, assignee or transferee thereof, "Lender").

RECITALS

WHEREAS, Grantor and certain related entities (each, a "Borrower", collectively, the "Borrowers") desire and have applied to Lender for a credit facility consisting of a \$1.5 million line of credit arrangement and a \$1.0 million term loan credit arrangement; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers and Lender dated as of November 17, 1999 (as may be amended from time to time, "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Security Agreement by and between Grantor and Lender dated as of November 17, 1999 (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Lender; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Lender for purposes of securing the obligations to Lender under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lender pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Lender hereby agree as follows:

- 1. Grant. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):
- (a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and
- (b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation,

improvements, divisions, continuations. renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

- (c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and
- (d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and
- (e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and
- (f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and
 - (g) Any and all products and proceeds of any of the foregoing.
- 2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interest in the Collateral.
- 3. <u>Assignment</u> Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Lender.
- 4. <u>Power of Attorney</u>. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:
- (a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and
- (b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or

otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

- 5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions:

 (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Lender (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Lender to evidence such termination.
- 6. <u>Miscellaneous</u>. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

By: Teany Concor

Title: Secretary

[CORPORATE SEAL]

WORLD PUBLICATIONS, INC.

(Grantor)

Name: Terry Snow

Title: Chief Executive Officer

Address: 330 W. Canton Ave.

Winter Park, FL 32789

Telephone: (407) 628-4802 Facsimile: (407) 628-7061

ACKNOWLEDGMENT

STATE OF	Nico Cale	
		: SS
COUNTY OF _	(_ :

Before me, the undersigned, a Notary Public, on this <u>Jo</u> day of November, 1999, personally appeared Terry Snow, to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer and Secretary of World Publications, Inc., and that said instrument (<u>i.e.</u>, the Intellectual Property Security Agreement) was signed on behalf of said World Publications, Inc. by authority of its Board of Directors, and the said Chief Executive Officer and Secretary acknowledged said instrument to be his free act and deed.

Bonita J Bruun

My Commission CC758424

Sonita J Bruun

Expires August 24, 2002

Notary Public Built. 5 Books

By: My Stance

MCG FINANCE CORPORATION (Lender)

By: Debra Belanger, Managing Director

Address: 1100 Wilson Blvd.

Suite 800

Arlington, VA 22209

Telephone: (703)247-7500 Facsimile: (703)247-7505

ACKNOWLEDGEMENT

\mathcal{L}^{\bullet} : SS
COUNTY OF Codenatore : SS
Before me, the undersigned, a Notary Public, on this 1999, personally appeared Debra Belanger, to me known personally, who, being by me duly sworn, did say that she is the Managing Director of MCG FINANCE CORPORATION, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Finance Corporation by authority of its Board of Directors (through its Credit Committee), and the said Debra Value acknowledged said instrument to be her free act and deed. My Commission Expires My Comm. Exps. 2002
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180776

STATE OF VIRGINIA

Wind Surfing

Willia Saring	logue	Conveight Data
Volume 1	<u>Issue</u> Dec/Jan 1982	Copyright Date 1-Dec-82
Volume	Feb/March 1982	1-Feb-82
	April/May 1982	
	June/July 1982	1-Apr-82 1-Jun-82
	Aug/Sept 1982	
	Oct/Nov 1982	1-Aug-82 1-Oct-82
Volume 2	Feb/March 1983	1-Oct-62 1-Feb-83
Volume 2	April/May 1983	
	Jun-83	1-Apr-83 1-Jun-83
	July/Aug 1983	1-Jul-83
	Sept/Oct 1983	1-Sep-83
	Nov/Dec 1983	1-Nov-83
Volume 3	Feb/Mar 1984	1-Feb-84
Volume	April/May 1984	1-Apr-84
	Jun-84	1-Apr-84
	July/Aug 1984	1-Jul-84
	Sept/Oct 1984	1-Sep-84
	Nov/Dec 1984	1-Nov-84
Volume 4	Mar/Apr 1985	1-Mar-85
v oranne v	May-85	1-May-85
	Jun-85	1-Jun-85
	Jul-85	1-Jul-85
	Aug-85	1-Aug-85
	Sept/Oct 1985	1-Sep-85
	Nov/Dec 1985	1-Nov-85
Volume 5	Mar/Apr 1986	1-Mar-86
	M av-86	1-May-86
	Jun-86	1-Jun-86
	Jul-86	1-Jul-86
	Aug-86	1-Aug-86
	Sept/Oct 1986	1-Sep-86
	Nov/Dec 1986	1-Nov-86
Volume 6	Mar/Apr 1987	1-Mar-87
	M ay-87	1-May-87
	Jun-87	1-Jun-87
	Jul-87	1-Jul-87
	Aug-87	1-Aug-87
	Sept/Oct 1987	1-Sep-87
	Nov/Dec 1987	1-Nov-87
Volume 7	Feb/Mar 1988	1-Feb-88
	Apr-88	1-Apr-88
	May-88	1- M ay-88
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Page 1 of 3

Wind Surfing

	Jun-88	1-Jun-88
	Jul-88	1-Jul-88
		1-Aug-88
	Aug-88 Sept/Oct 1988	1-Aug-88
	Nov/Dec 1988	1-Sep-88
Values o		
Volume 8	Feb/Mar 1989	1-Feb-89
	Apr-89	1-Apr-89
	May-89	1-May-89
	Jun-89	1-Jun-89
	Jul-89	1-Jul-89
	Aug-89	1-Aug-89
	Sept/Oct 1989	1-Sep-89
	Nov/Dec 1989	1-Nov-89
Volume 9	Feb/Mar 1990	1-Feb-90
	Apr-90	1-Apr-90
	May-90	1-May-90
	Jun-90	1-Jun-90
	Jul-90	1-Jul-90
	Aug-90	1-Aug-90
	Sept/Oct 1990	1-Sep-90
	Nov/Dec 1990	1-Nov-90
Volume 10	Feb/Mar 1991	1-Feb-91
	Apr-91	1-Apr-91
	May-91	1-May-91
	Jun-91	1-Jun-91
	Jul-91	1-Jul-91
	Aug-91	1-Aug-91
	Sept/Oct 1991	1-Sep-91
Mal	Nov/Dec 1991	1-Nov-91
Volume 11	Feb/Mar 1992	1-Feb-92
	Apr-92	1-Apr-92
	May-92	1-May-92
	Jun-92	1-Jun-92
	Jul-92	1-Jul-92
	Aug-92	1-Aug-92
	Sept/Oct 1992	1-Sep-92
Valuma 40	Nov/Dec 1992	1-Nov-92
Volume 12	Feb/Mar 1993	1-Feb-93
	Apr-93	1-Apr-93
	May-93	1-May-93
	Jun-93	1-Jun-93
	Jul-93	1-Jul-93
	Aug-93	1-Aug-93
	Sept/Oct 1993	1-Sep-93
Val.,	Nov/Dec 1993	1- N ov-93
Volume 13	Feb/Mar 1994	1-Feb-94
	Apr-94	1-Apr-94
	May-94	16-Jun-05
	Jun-94	1-Jun-94

Page 2 of 3

Wind Surfing

	Jul-94	1-Jul-94
	Aug/Sept 1994	1-Aug-94
	Oct/Nov 1994	1-Oct-94
	Dec/Jan 1994	1-Dec-94
Volume 14	Feb/Mar 1995	1-Feb-95
	April - July 1995	1-Apr-95
	Aug/Sept 1995	1-Aug-95
	Oct/Nov 1995	1-Oct-95
	Dec/Jan 1995	1-Dec-95
Volume 15	Feb/Mar 1996	1-Feb-96
	April -Aug 1996	1-Apr-96
	Sept/Oct 1996	1-Sep-96
	Nov/Dec 1996	1-Nov-96
Volume 16	Feb/Mar 1997	1-Feb-97
	April - Aug 1997	1-Apr-97
	Sept/Oct 1997	1-Sep-97
	Nov/Dec 1997	1- N ov-97
Volume 17	Feb/Mar 1998	1-Feb-98
	April - Aug 1998	1-Apr-98
	Sept/Oct 1998	1-Sep-98
	Nov/Dec 1998	1-Nov-98
Volume 18	Feb/Mar 1999	1-Feb-99
	April - Aug 1999	1-Apr-99
	Sept/Oct 1999	1-Sep-99
	Nov/Dec 1999	1-Nov-99

Waterski Magazine

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Malama A	Issue	Copyright Date
Volume 1	March 1979	1- M ar-79
	May 1979	1- Ma y-79
	September 1979	1-Sep-79
	November 1979	1-Nov-79
Volume 2	March 1980	1-Mar-78
	April 1980	1-Apr-78
	M ay 1980	1 -M ay-80
	November 1980	1-Nov-80
Volume 3	April 1981	1-Apr-81
	May 1981	1-May-81
	September 1981	1-Sep-81
	November 1981	1-Nov-81
Volume 4	April 1982	1-Apr-82
	May 1982	1-May-82
	June 1982	1-Jun-82
	July 1982	1-Jul-82
	August 1982	1-Aug-82
	September 1982	1-Sep-82
	November 1982	1-Nov-82
Volume 5	April 1983	1-Apr-83
	M ay 1983	1 -M ay-83
	June 1983	1-Jun-83
	July 1983	1-Jul-83
	August 1983	1-Aug-83
	September 1983	1-Sep-83
	October 1983	1-Oct-83
Volume 6	April 1984	1-Apr-84
	May 1984	1-May-84
	June 1984	1-Jun-84
	July 1984	1-Jul-84
	August 1984	1-Aug-84
	September 1984	1-Sep-84
	October 1984	1-Oct-84
Volume 7	April 1985	1-Apr-85
	May 1985	1-May-85
	June 1985	1-Jun-85
	July 1985	1-Jul-85
	August 1985	1-Aug-85
	September 1985	1-Sep-85
	October 1985	1-Oct-85
Volume 8	March 1986	1-Mar-86
	April 1986	1-Apr-86
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Page 1 of 4

Waterski

	M ay 1986	1-May-86
	June 1986	1-Jun-86
	July 1986	1-Jul-86
	August 1986	1-Aug-86
	Sept/Oct 1986	1-Sep-86
	Nov/Dec 1986	1-Nov-86
Volume 1 Special Edition	January 1987	1-Jan-87
Volume 9	March 1987	1-Mar-87
Voidine 5	April 1987	1-Apr-87
	May 1987	1- M ay-87
	June 1987	1-Jun-87
	July 1987	1-Jul-87
	August 1987	
	Sept/Oct 1987	1-Aug-87
	Nov/Dec 1987	1-Sep-87 1-Nov-87
Volume 1 Chesial Edition		
Volume 1 Special Edition	January 1988	1-Jan-88
Volume 10	March 1988	1-Mar-88
	April 1988	1-Apr-88
	May 1988	1-May-88
	June 1988	1-Jun-88
	July 1988	1-Jul-88
	Sept/Oct 1988	1-Sep-88
	Nov/Dec 1988 Special Ed.	1-Nov-88
Volume 11	an/Feb 1989 Special Ed.	1-Jan-89
	March 1989	1-Mar-89
	April 1989	1-Apr-89
	May 1989	1- M ay-89
	June 1989	1-Jun-89
	July 1989	1-Jul-89
	August 1989	1-Aug-89
	Sept/Oct 1989	1-Sep-89
	Nov/Dec 1989	1-Nov-89
Volume 12	an/Feb 1990 Special Ed.	1-Jan-90
	March 1990	1-Mar-90
	April 1990	1-Apr-90
	May 1990	1- May-9 0
	June 1990	1-Jun-90
	July 1990	1-Jul-90
	Aug 1990	1-Aug-90
	Sept/Oct 1990	1-Sep-90
	Nov/Dec 1990	1 -N ov-90
Volume 13	Jan 1991 Special Ed.	1-Jan-91
	Feb 1991	1-Feb-91
	March 1991	1 -M ar-91
	Apr 1991	1-Apr-91
	May 1991	1-May-91
	June 1991	1-Jun-91
	July 1991	1-Jul-91
	Aug 1991	1-Aug-91
	5 · · · · · ·	

Page 2 of 4

Waterski

	Sept/Oct 1991	1-Sep-91
	Nov/Dec 1991	1- N ov-91
Volume 14	Jan 1992 Special Ed.	1-Jan-92
	Feb 1992	1-Feb-92
	March 1992	1-Mar-92
	Apr 1992	1-Apr-92
	May 1992	1-May-92
	June 1992	1-Jun-92
	July 1992	1-Jul-92
	Aug 1992	1-Aug-92
	Sept/Oct 1992	1-Sep-92
	Nov/Dec 1992	1-Nov-92
Volume 15	Jan 1993	1-Jan-93
	Feb 1993	1-Feb-93
	March 1993	1-Mar-93
	April 1993	1-Apr-93
	May 1993	1-May-93
	June 1993	1-Jun-93
	July 1993	1-Jul-93
	Aug 1993	1-Aug-93
	Sept/Oct 1993	1-Sep-93
	Nov/Dec 1993	1-Oct-93
Volume 16	J an 1994	1-Jan-94
	Feb 1994	1-Feb-94
	March 1994	1-Mar-94
	April 1994	1-Apr-94
	M ay 1994	1 -M ay-94
	June 1994	1-Jun-94
	July 1994	1-Jul-94
	Aug 1994	1-Aug-94
	Sept/Oct 1994	1-Sep-94
	Nov/Dec 1994	1-Oct-94
Volume 17	Jan 1995	1-Jan-95
	Feb 1995	1-Feb-95
	M arch 1995	1-Mar-95
	April 1995	1-Apr-95
	M ay 1995	1- Ma y-95
	June 1995	1-Jun-95
	July 1995	1- Jul- 95
	Aug 1995	1-Aug-95
	Sept/Oct 1995	1-Sep-95
	Nov/Dec 1995	1- N ov-95
Volume 18	Jan 1996	1-Jan-96
	Feb 1996	1-Feb-96
	March 1996	1-Mar-96
	April 1996	1-Apr-96
	M ay 1996	1-May-96
	June 1996	1-Jun-96
	July 1996	1-Jul-96

Page 3 of 4

Waterski

	Aug 1996	1-Aug-96
	Sept/Oct 1996	1-Sep-96
	Nov/Dec 1996	1-Nov-96
Volume 19	Jan 1 997	1-Jan-97
	Feb 1997	1-Feb-97
	March 1997	1-Mar-97
	April 1997	1-Apr-97
	May 1997	1-May-97
	June 1997	1-Jun-97
	July 1997	1-Jul-97
	Aug 1997	1-Aug-97
	Sept/Oct 1997	1-Sep-97
	Nov/Dec 1997	1-Nov-97
Volume 20	Jan/Feb 1998	1-Jan-98
	March 1998	1-Mar-98
	April 1998	1-Apr-98
	May 1998	1-May-98
	June 1998	1-Jun-98
	July 19 9 8	1-Jul-98
	Aug 19 9 8	1-Aug-98
	Sept/Oct 1998	1-Sep-98
	Nov/Dec 1998	1-Nov-98
Volume 21	Jan/Feb 1999	1-Jan-99
	March 1999	1-Mar-99
	April 1999	1-Apr-99
	May 1999	1-May-99
	June 1999	1-Jun-99
	July 1 999	1-Jul-99
	Au g 1999	1-Aug-99
	Sept/Oct 1999	1-Sep-99
	Nov/Dec 1999	1-Nov-99

Wake Boarding Magazine

Wake boarding magazine		
	Issue	Copyright Date
Volume 1	Summer Apr/May 1993	1-Apr-93
	June/July 1993	1-Jun-93
	Fall Aug/Sept 1993	1-Aug-93
Volume 2	Apr/May 1994	1-Apr-94
	June.July 1994	1-Jun-94
	Aug/Sept 1994	1-Aug-94
	Fall Oct/Nov/Dec	1-Oct-94
Volume 3	Apr/May 1995	1-Apr-95
	June/July 1995	1-Jun-95
	Aug/Sept 1995	1-Aug-95
	Oct/Nov 1995	1-Oct-95
	Dec 1995	1-Dec-95
Volume 4	Jan/Feb 1996	1-Jan-96
	March/Apr 1996	1- M ar-96
	May/June 1996	1- Ma y-96
	July/Aug 1996	1-Jul-96
	Sept/Oct 1996	1-Sep-96
	Nov/Dec 1996	1- N ov-96
Volume 5	Feb/March 1997	1-Feb-97
	April 1997	1-Apr-97
	May 1997	1- M ay-97
	June 1997	1-Jun-97
	July 1997	1-Jun-97
	Aug 1997	1-Aug-97
	Sept/Oct 1997	1-Sep-97
	Nov/Dec 1997	1- N ov-97
Volume 6	Feb/March 1998	1-Feb-98
	April 1998	1-Apr-98
	M ay 1998	1-May-98
	June 1998	1-Jun-98
	July 1998	1-Jun-98
	Aug 1998	1-Aug-98
	Sept/Oct 1998	1-Sep-98
	N ov/Dec 1998	1- N ov-98
Volume 7	Jan/Feb 1999	1-Jan-99
	March 1999	1-Mar-99
	April 1999	1-Apr-99
	May 1999	1-May-99
	June 1999	1-Jun-99
	July 1999	1-Jul-99
	Aug 1999	1-Aug-99
	Sept/Oct 1999	1-Sep-99

Page 1 of 2

Nov/Dec 1999

1-Nov-99

Sport Fishing Magazine

Sport Fishing Mayazine		
	<u>Issue</u>	Copyright Date
Volume 1	Feb/March 1986	1-Feb-86
	Apr/May 1986	1-Apr-86
	June/July 1986	1-Jun-86
	Aug/Sept 1986	1-Aug-86
	Oct/Nov 1986	1-Oct-86
	Dec/Jan 1986	1-Dec-86
Volume 2	Feb/March 1987	1-Feb-87
	Apr/ May 1 987	1-Apr-87
	June/July 1987	1-Jun-87
	Aug/Sept 1987	1-Aug-87
	Oct/Nov 1987	1-Oct-87
	Dec/Jan 1987	1-Dec-87
Volume 3	Feb/March 1988	1-Feb-88
	Apr/May 1988	1-Apr-88
	June/July 1988	1-Jun-88
	Aug/Sept 1988	1-Aug-88
	Oct/Nov 1988	1-Oct-88
	Dec/Jan 1988	1-Dec-88
Volume 4	Febuary 1989	1-Feb-89
	March 1989	1-Mar-89
	April 1989	1-Apr-89
	May 1989	1-May-89
	June/July 1989	1-Jun-89
	Aug/Sept 1989	1-Aug-89
	Oct/Nov 1989	1-Oct-89
	Dec/Jan 1989	1-Dec-89
Volume 5	Febuary 1990	1-Feb-90
	March 1990	1-Mar-90
	April 1990	1-Apr-90
	M ay 1990	1- Ma y-90
	June/July 1990	1-Jun-90
	Aug/Sept 1990	1-Aug-90
	Oct/Nov 1990	1-Oct-90
	Dec/Jan 1990	1-Dec-90
Volume 6	Febuary 1991	1-Feb-91
	March 1991	1- M ar-91
	April 1991	1-Apr-91
	May 1991	1-May-91
	June/July 1991	1-Jun-91
	Aug/Sept 1991	1-Aug-91
	Oct/Nov 1991	1-Oct-91
	Dec/Jan 1991	1-Dec-91

Page 1 of 2

Sport Fishing

Volume 7	Febuary 1992	1-Feb-92
	March 1992	1-Mar-92
	April 1992	1-Apr-92
	May 1992	1-May-92
	June/July 1992	1-Jun-92
	Oct/Nov 1992	1-Oct-92
	Dec/Jan 1992	1-Dec-92
Volume 8	January 1993	1-Jan-93
	Febuary 1993	1-Feb-93
	March 1993	1-Mar-93
	April 1993	1-Apr-93
	May 1993	1 -Ma y-93
	June 1993	1-Jun-93
	July/Aug 1993	1-J ul-93
	Nov/Dec 1993	1-N ov-93
Volume 9	January 1994	1-Jan-94
	Febuary 1994	1-Feb-94
	March 1994	1-Mar-94
	April 1994	1-Apr-94
	M ay 1994	1-May-94
	June 1994	1-Jun-94
	July/Aug 1994	1-Jul-94
	Sept/Oct 1994	1-Sep-94
	Nov/Dec1994	1-Nov-94
Volume 10	January 1995	1-Jan-95
	Febuary 1995	1-Feb-95
	March 1995	1-Mar-95
	April 1995	1-Apr-95
	May 1995	1-May-95
	June 1995	1-Jun-95
	July/Aug 1995	1-Jul-95
Volume 11	Jan-June 1996	1-Jan-96
	July/Aug 1996	1-Jul-96
	Sept/Oct 1996	1-Sep-96
	Nov/Dec 1996	1- N ov - 96
Volume 12	Jan-June 1997	1-Jan-97
	July/Aug 1997	1-J ul-97
	Sept/Oct 1997	1-Sep-97
	Nov/Dec 1997	1- N ov-97
Volume 13	Jan/Feb 1998	1-Jan-98
	Mar/Apr 1998	1-Mar-98
	May/June 1998	1-May-98
Volume 14	Jan-June 1999	1-Jan-99
	Jul/Aug 1999	1-Jul-99
	Sept/Oct 1999	1-Sep-99
	Nov/Dec 1999	1-Nov-99

Page 2 of 2

Sport Diver Magazine

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Malaura a 4	<u>Issue</u> Premiere Issue	Copyright Date 1-Jan-94
Volume 1		
	March/Apr 1994	1-Mar-94
	May/June 1994	1-May-94
	July/Aug 1994	1-Jul-94
	Sept/Oct 1994	1-Sep-94
	Nov/Dec1994	1-Nov-94
Volume 2	Jan/Feb 1995	1-Jan-95
	March/Apr 1995	1-Mar-95
	May/June 1995	1-May-95
	July/Aug 1995	1-Jul-95
	Sept/Oct 1995	1-Sep-95
	Nov/Dec 1995	1-Nov-95
Volume 3	Jan/Feb 1996	1-Jan-96
	March/Apr 1996	1-Mar-96
	May/June 1996	1-May-96
	July/Aug 1996	1-Jul-96
	Sept/Oct 1996	1-Sep-96
	Nov/Dec 1996	1-Nov-96
Volume 4	Jan/Feb 1997	1-Jan-97
	March/Apr 1997	1-Apr-97
	May/June 1997	1-May-97
	July/Aug 1997	1-Jul-97
	Sept/Oct 1997	1- S ep-97
	Nov/Dec 1997	1-Nov-97
Volume 5	Jan/Feb 1998	1-Jan-98
	March/Apr 1998	1-Mar-98
	May/June 1998	1-May-98
	July/Aug 1998	1-Jul-98
	Sept/Oct 1998	1-Sep-98
	Nov/Dec 1998	1-Nov-98
Volume 6	Jan/Feb 1999	1-Jan-99
	March/Apr 1999	1-Mar-99
	May/June 1999	1-May-98
	July/Aug 1999	1-Jul-99
	Sept/Oct 1999	1-Sep-99
	Nov/Dec 1999	1- N ov-99
		, ,,,,,,

Page 1 of 1

Marlin Magazine

	<u>Issue</u>	Copyright Date
Volume 1	Winter 1982	1-Oct-82
Volume 2	Spring Feb/Mar 1982/83	1-Feb-83
	Apr/May 1983	1-Apr-83
	Summer June/July 1983	1-Jun-83
	Fall Aug/Sept 1983	1-Aug-83
	Winter Oct/Nov/Dec 1983	1-Oct-83
Volume 3	Spring Feb/March 1984	1-Feb-84
	Apr/May 1984	1-Apr-84
	Summer June/July 1984	1-Jun-84
	Fall Aug/Sept 1984	1-Aug-84
	Winter Oct/Nov/Dec 1984	1-Oct-84
Volume 4	Spring Feb/March 1985	1-Feb-85
	Apr/ M ay 1985	1-Apr-85
	Summer June/July 1985	1-Jun-85
	Fall Aug/Sept 1985	1-Aug-85
	Winter Oct/Nov/Dec 1985	1-Oct-85
Volume 5	Feb/March 1986	1-Feb-86
	Apr/May 1986	1-Apr-86
	June/July 1986	1-Jun-86
	Aug/Sept 1986	1-Aug-86
	Oct/Nov 1986	1-Oct-86
	Dec/Jan 1986	1-Dec-86
Volume 6	Feb/March 1987	1-Feb-87
	Apr/ M ay 1987	1-Apr-87
	June/July 1987	1 - Ju n -87
	Aug/Sept 1987	1-Aug - 87
	Oct/Nov 1987	1-Oct-87
	Dec/Jan 1987	1-Dec-87
Volume 7	Feb/March 1988	1-Feb-88
	Apr/ May 19 88	1-Apr-88
	June/July 1988	1-Jun-88
	Aug/Sept 1988	1-Aug-88
	Oct/Nov 1988	1-Oct-88
	Dec/Jan 1988	1-Dec-88
Volume 8	Feb/March 1989	1-Feb-89
	Apr/ Ma y 1989	1-Apr-89
	June/July 1989	1-Jun-89
	Aug/Sept 1989	1-Aug-89
	Oct/Nov 1989	1-Oct-89
	Dec/Jan 1989	1-Dec-89
Volume 9	Feb/March 1990	1-Feb-90
	Apr/ Ma y 1990	1-Apr-90
	, , , , , , , , , , , , , , , , , , , ,	

Page 1 of 3

	June/July 1990	1-Jun-90
	Aug/Sept 1990	1-Aug-90
	Oct/Nov 1990	1-Oct-90
	Dec/Jan 1990	1-Dec-90
Volume 10	Feb/March 1991	1-Feb-91
	Apr/May 1991	1-Apr-91
	June/July 1991	1-Jun-91
	Aug/Sept 1991	1-Aug-91
	Oct/Nov 1991	1-Oct-91
	Dec/Jan 1991	1-Dec-91
Volume 11	Feb/March 1992	1-Feb-92
	Apr/May 1992	1-Apr-92
	June/July 1992	1-Jun-92
	Aug/Sept 1992	1-Aug-92
	Oct/Nov 1992	1-Oct-92
	Dec/Jan 1992	1-Dec-92
Volume 12	Feb/March 1993	1-Feb-93
	Apr/May 1993	1-Apr-93
	June/July 1993	1-Jun-93
	Aug/Sept 1993	1-Aug-93
	Oct/Nov 1993	1-Oct-93
	Dec/Jan 1993	1-Dec-93
Volume 13	Feb/March 1994	1-Feb-94
	Apr/ M ay 1994	1-Apr-94
	June/July 1994	1-Jun-94
	Aug/Sept 1994	1-Aug-94
	Oct/Nov 1994	1-Oct-94
	Dec/Jan 1994	1-Dec-94
Volume 14	Feb/March 1995	1-Feb - 95
	Apr/May 1995	1-Apr-95
	June/July 1995	1-Jun-95
	Aug/Sept 1995	1-Aug-95
	Oct/Nov 1995	1-Oct-95
	Dec/Jan 1995	1-Dec-95
Volume 15	Feb/March 1996	1-Feb-96
	Apr/May 1996	1-Apr-96
	June/July 1996	1-Jun - 96
	Aug/Sept 1996	1-Aug-96
	Oct/Nov 1996	1-Oct-96
	Dec/Jan 1996	1-Dec-96
Volume 16	Feb/March 1997	1-Feb-97
	Apr/ M ay 1997	1-Apr-97
	June/July 1997	1-Jun-97
	Aug/Sept 1997	1-Aug-97
	Oct/Nov 1997	1-Oct-97
	Dec/Jan 1997	1-Dec-97
Volume 17	Feb/March 1998	1-Feb-98
	Apr/May 1998	1-Apr-98
	June/July 1998	1-Jun-98

Marlin

	Aug/Sept 1998	1-Aug-98
	Oct/Nov 1998	1-Oct-98
	Dec/Jan 1998	1-Dec-98
Volume 18	Feb/March 1999	1-Feb-99
	Apr/ Ma y 1999	1-Apr-99
	June/July 1999	1-Jun -9 9
	Aug/Sept 1999	1-Aug-99
	Oct/Nov 1999	1-Oct-99
	Dec/Jan 1999	1-Dec-99

Latitudes Magazine

Latitudes Mayazine		
	<u>Issue</u>	Copyright Date
Volume 7	Winter Nov/Dec 1997	1-Nov-97
	Spring March/Apr 1997	1-Mar-97
	Summer July/Aug 1997	1-Jul-97
	Fall Sep-Oct 1997	1-Sep-97
Volume 8	Winter Nov/Dec 1998	1-Nov-98
	Spring March/Apr 19978	1- M ar-98
	Summer July/Aug 1998	1-Jul-98
	Fall Sep-Oct 1998	1-Sep-98
Volume 9	Jan/Feb 1999	1-Jan-99
	March/Apr 1999	1-Mar-99
	May/June 1999	1-May-99
	July/Aug 1999	1-Jul-99
	Sept/Oct 1999	1-Sep-99
	Nov/Dec 1999	1-Nov-99

Kite Boarding Magazine

Volume 1

<u>Issue</u> Winter Premiere 1999 Copyright Date 1-Sep-99

Fly Fishing in Salt Waters

, ,	<u>Issue</u>	Copyright Date
Volume 1	June/July 1994	1-Jun-94
	Aug/Sept 1994	1-Aug-94
	Oct/Nov 1994	1-Oct-94
Volume 2	Jan/Feb 1995	1-Jan-95
	March/Apr 1995	1- M ar-95
	May/June 1995	1-May-95
	July/Aug 1995	1 - Jul-95
	Sept/Oct 1995	1-Sep-95
	Nov/Dec 1995	1-Nov-95
Volume 3	Jan/Feb 1996	1-Jan-96
	March/Apr 1996	1-Mar-96
	May/June 1996	1- M ay-96
	July/Aug 1996	1-Jul-96
	Sept/Oct 1996	1-Sep-96
	Nov/Dec 1996	1-Nov-96
Volume 4	Jan/Feb 1997	1-Jan-97
	March/Apr 1997	1- M ar-97
	May/June 1997	1-May-97
	July/Aug 1997	1 -Jul-97
	Sept/Oct 1997	1-Sep-97
	Nov/Dec 1997	1- N ov - 97
Volume 5	Jan/Feb 1998	1-Jan-98
	March/Apr 1998	1-Mar-98
	May/June 1998	1-May-98
	July/Aug 1998	1-Jul-98
	Sept/Oct 1998	1-Sep-98
	N ov/Dec 1998	1- N ov-98
Volume 6	Jan/Feb 1999	1-Jan-99
	March/Apr 1999	1-Mar-99
	May/June 1999	1-May-99
	July/Aug 1999	1-Jul-99
	Sept/Oct 1999	1-Sep-99
	Nov/Dec 1999	1 -N ov-99

Page 1 of 1

Caribbean Travel & Life

Camppean Have & Life		
	<u>Issue</u>	Copyright Date
Volume 1	Spring March/Apr 1986	1-Mar-86
	Summer May/June 1986	1-May-86
	July/Aug 1986	1-Jul-86
	Fall Sept/Oct 1986	1-Sep-86
	Winter Nov/Dec 1986	1- N ov-86
Volume 2	Jan/Feb 19987	1-Jan-87
	March/Apr 1987	1-Mar-87
	Summer May/June 1987	1- M ay-87
	July/Aug	
	Fall Sept/Oct 1987	1-Sep-87
	Nov/Dec 1987	1- N ov-87
Volume 3	Jan/Feb 1988	1-Jan-88
	March/Apr 1988	1-Mar-88
	May/June 1988	1-May-88
	Jul y/Aug 1 988	1-Jul-88
	Sept/Oct 1988	1 - Sep-88
	Nov/Dec 1988	1- N ov-88
Volume 4	Jan/Feb 1989	1-Jan-89
	March/Apr 1989	1- Ma r-89
	May/June 1989	1-May-89
	Jul y/Aug 1 989	1-Jul-89
	Sept/Oct 1989	1 - Sep-89
	Nov/Dec 1989	1- N ov-89
Volume 5	Jan/Feb 1990	1-Jan-90
	March/Apr 1990	1-Mar-90
	May/June 1990	1-May-90
	July/Aug 1990	1-Jul-90
	Sept/Oct 1990	1 - Sep-90
	Nov/Dec 1990	1 -N ov-90
Volume 6	Jan/Feb 1991	1-Jan-91
	March/Apr 1991	1-Mar-91
	May/June 1991	1-May-91
	July/Aug 1991	1-Jul-91
	Sept/Oct 1991	1-Sep-91
	Nov/Dec 1991	1-Nov-91
Volume 7	Jan/Feb 1992	1-Jan-92
	March/Apr 1992	1- Ma r-92
	May/June 1992	1-May-92
	July/Aug 1992	1-Jul-92
	Sept/Oct 1992	1-Sep-92
	Nov/Dec 1992	1-Nov-92
Volume 8	Jan/Feb 1993	1-Jan-93

Page 1 of 2

	March (Apr. 4002	1 Mor 02
	March/Apr 1993	1-Mar-93
	May/June 1993	1-May-93 1-Jul-93
	July/Aug 1993	
	Sept/Oct 1993	1-Sep-93
	Nov/Dec 1993	1-Nov-93
Volume 9	Jan/Feb 1994	1-Jan-94
	March/Apr 1994	1-Mar-94
	May/June 1994	1-May-94
	July/Aug 1994	1-Jul-94
	Sept/Oct 1994	1-Sep-94
	Nov/Dec 1994	1-Nov-94
Volume 10	Jan/Feb 1995	1-Jan-95
	March/Apr 1995	1 -Ma r-95
	May/June 1995	1- M ay-95
	July/Aug 1995	1-Jul-95
	Sept/Oct 1995	1-Sep-95
	Nov/Dec 1995	1-Nov-95
Volume 11	Jan/Feb 1996	1-Jan-96
	March/Apr 1996	1-Mar-96
	May/June 1996	1 -Ma y-96
	July/Aug 1996	1-Jul-96
	Sept/Oct 1996	1-Sep-96
	Nov/Dec 1996	1-Nov-96
Volume 12	Jan/Feb 1997	1 - Jan-97
	March/Apr 1997	1-Mar-97
	May/June 1997	1- Ma y-97
	July/Aug 1997	1-Jul-97
	Sept/Oct 1997	1-Sep-97
	Nov/Dec 1997	1-Nov-97
Volume 13	January 1998	1-Jan-98
	Feb/March 1998	1-Feb-98
	Apr/ Ma y 1998	1-Apr-98
	June/July 1998	1-Jun-98
	Aug/Sept 1998	1-Aug-98
	October 1998	1-Oct-98
	November 1998	1-Nov-98
	December 1998	1-Dec-98
Volume 14	January 1999	1-Jan-99
	Feb/March 1999	1-Feb-99
	Apr/May 1999	9-Jan-99
	June/July 1999	9-Jan - 99
	Aug/Sept 1999	1-Aug-99
	October 1999	1-Oct-99
	November 1999	1-Nov-99
	December 1999	1-Dec-99
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Boating Life Magazine

	<u>lssue</u>	Copyright Date
Volume 1	Feb/March 1997	1-Feb-97
	Apr/May 1997	1-Apr-97
	June.July 1997	1-Jun-97
	Fall 1997	1-Aug-97
	Dec/Jan 1997	1-Dec-97
Volume 2	Jan/Feb 1998	1-Jan-98
	March/Apr 1998	1-Mar-98
	May/June 1998	1- M ay-98
	July/Aug 1998	1-Jul-98
	Sept/Oct 1998	1-Sep-98
	Nov/Dec 1998	1-Nov-98
Volume 3	Jan/Feb 1999	1-Jan-99
	March/Apr 1999	1-Mar-99
	May/June 1999	1-May-99
	July/Aug 1999	1-Jul-99
	Sept/Oct 1999	1-Sep-99
	Nov/Dec 1999	1-Nov-99

Aqua Magazine

Issue	Copyright Date
Premiere Issue	1-Sep-97
April/May 1998	1-Apr-98
June/July 1998	1-Jun-98
Aug/Sept 1998	1-Aug-98
Oct/Nov 1998	1-Oct-98
Dec/Jan 1998	1-Dec-98
Feb/March 1999	1-Feb-99
April/May 1999	1-Apr-99
June/July 1999	1-Jun-99
Aug/Sept 1999	1-Aug-99
Oct/Nov 1999	1-Oct-99
Dec/Jan 1999	1-Dec-99
	Premiere Issue April/May 1998 June/July 1998 Aug/Sept 1998 Oct/Nov 1998 Dec/Jan 1998 Feb/March 1999 April/May 1999 June/July 1999 Aug/Sept 1999 Oct/Nov 1999

SCHEDULE B – INTELLECTUAL PROPERTY SECURITY AGREEMENTS PATENT COLLATERAL

None

WORLD PUBLICATIONS, INC. Intellectual Property Security Agreements

Schedule C Trademark Collateral

I. Registered Trademarks

Trademark Registration
Description Country Number

Sport Fishing The Magazine Of Offshore Fishing United States Reg. No. 1,854,625

Magazines in the Field of Fishing and Boating

WaterSki The World's Leading Water Skiing Magazine United States Reg. No. 1,882,124

Magazines in the field of water skiing

Marlin United States Reg. No. 1,607,444

PUBLICATION, NAMELY MAGAZINE RELATING TO SPORT FISHING

Windrider United States Reg. No. 1,221,657

Magazines Featuring Sailing Activities

Caribbean Travel & Life United States Reg. No. 1,803,247

Magazine in the field of travel

Sport Diver United States Reg. No. 2,264,599

Publications, namely magazines relating to underwater sports

Wake Boarding United States Reg. No. 2,264,598

Publications, namely magazines relating to water sports

Wake Boarding Japan Reg. No. 4,223,353

Publications, namely magazines relating to water sports

II. Pending Trademark Application:

Trademark Serial Filing

Description Country Number Date Status

V.S. 75290455 1997-05-12

(ISLANDS PUBLISHING COMPANY)

An opposition is now pending at the Trademark Trial and Appeal Board.

Aqua Canada 844390 1998-11-19

(ISLANDS PUBLISHING COMPANY)
Application is still under review in Canada

II. Pending Trademark Applications

Trademark Serial Filing Description Number Date Status Country U.S. 75501237 1998-06-12 WindSurfing Application has been published for opposition 1998-06-12 75501238 **Boating Life** U.S. Final review prior to publication has been completed, application will be published for opposition. 75574833 1998-08-06 Wind Surfing (Internet)

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Water Ski (Internet) U.S. 75574832 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Sport Diver (Internet) U.S. 75574831 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Boating Life (Internet) U.S. 75574830 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

CTL (Internet) U.S. 75574829 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Marlin (Internet) U.S. 75574828 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Wake Boarding (Internet) U.S. 75574827 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Sport Fishing (Internet) U.S. 75574826 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

WindFest U.S. 75664193 1999-03-19

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Kite Boarding U.S. 75664190 1999-03-19

An office action making FINAL a refusal to register the mark has been mailed,

KITE POWERED THE MAGAZINE OF KITE-POWERED SPORTS U.S. 75664191 1999-03-19

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

WaterSport Retailer U.S. 75664192 1999-03-19

Final review prior to publication has been completed, application will be published for opposition.

WORLD PUBLICATIONS, INC. Intellectual Property Security Agreements

Schedule C Trademark Collateral

I. Registered Trademarks

Trademark Registration
Description Country Number

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WaterSki The World's Leading Water Skiing Magazine United States Reg. No. 1,882,124

Magazines in the field of water skiing

Marlin United States Reg. No. 1,607,444

PUBLICATION, NAMELY MAGAZINE RELATING TO SPORT FISHING

Windrider United States Reg. No. 1,221,657

Magazines Featuring Sailing Activities

Caribbean Travel & Life United States Reg. No. 1,803,247

Magazine in the field of travel

Sport Diver United States Reg. No. 2,264,599

Publications, namely magazines relating to underwater sports

Wake Boarding United States Reg. No. 2,264,598

Publications, namely magazines relating to water sports

Wake Boarding Japan Reg. No. 4,223,353

Publications, namely magazines relating to water sports

II. Pending Trademark Application:

Trademark Serial Filing

Description Country Number Date Status

VI.S. 75290455 1997-05-12

(ISLANDS PUBLISHING COMPANY)

An opposition is now pending at the Trademark Trial and Appeal Board.

Aqua Canada 844390 1998-11-19

(ISLANDS PUBLISHING COMPANY)

Application is still under review in Canada

II. Pending Trademark Applications

1998-06-12

Trademark Serial Filing Description Country Number Date Status WindSurfing U.S.

75501237

Application has been published for opposition

Boating Life U.S. 75501238 1998-06-12

Final review prior to publication has been completed, application will be published for opposition.

Wind Surfing (Internet) 75574833 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Water Ski (Internet) U.S. 75574832 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Sport Diver (Internet) U.S. 75574831 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Boating Life (Internet) U.S. 75574830 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

CTL (Internet) U.S. 75574829 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Marlin (Internet) U.S. 75574828 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Wake Boarding (Internet) U.S. 75574827 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Sport Fishing (Internet) U.S. 75574826 1998-08-06

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

WindFest U.S. 75664193 1999-03-19

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

Kite Boarding U.S. 75664190 1999-03-19

An office action making FINAL a refusal to register the mark has been mailed.

KITE POWERED THE MAGAZINE OF KITE-POWERED SPORTS U.S. 75664191 1999-03-19

A non-final action has been mailed. This is a letter from the examining attorney requesting additional information and/or making an initial refusal. However, no final determination as to the registrability of the mark has been made.

WaterSport Retailer

U.S.

RECORDED: 02/01/2000

75664192

1999-03-19

Final review prior to publication has been completed, application will be published for opposition.