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- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Profile Pursuit Inc. Execution Date
Month Day Year
May 02 2000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Barclays Bank plc

DBA/AK/TA _____

Composed of _____

Address (line 1) 54 Lombard Street

Address (line 2) _____

Address (line 3) London

City

United Kingdom

State/Country

EC3V 9EX

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization United Kingdom

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07/18/2000 DCOATES 00000048 75890443

01 FC:481
02 FC:482

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Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Kevin B. Dent

Name of Person Signing

Signature

13 June 2000

Date Signed

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, PROFILE PURSUIT INC., a Delaware corporation (the "Grantor"), owns the Trademarks and Trademark registrations and licenses listed on Schedule 1 attached hereto; and

WHEREAS, pursuant to the General Security Agreement dated as of 2 May, 2000 (as said Agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between the Grantor and Barclays Bank plc (the "Secured Party"), the Grantor has granted to the Secured Party a security interest in substantially all the assets of the Grantor including all the Grantor's Trademarks (as defined in the Security Agreement), together with any reissues, extensions or renewals thereof, Trademark registrations, Trademark applications and Trademark licenses, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, and to secure the payment and performance of the Obligations (as defined in the Security Agreement and);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Secured Party a world-wide continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter arising or acquired:

(i) each Trademark (registered or unregistered), Trademark registration and Trademark application, including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 attached hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(ii) each Trademark license to or by Grantor and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed;

(iii) all trade names, service marks, trade dress, logos, trade secrets, and copyrights; and

(iv) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademark and Trademark registration listed on Schedule 1 attached hereto, and any Trademark licensed under any Trademark license or for injury to the goodwill associated with any

Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to the Collateral Agent to secure the Obligations (as defined in the Security Agreement) and pursuant to the terms thereof; in particular, with respect to any pending trademark intent to use applications, this is a grant of security interest only and ownership is maintained by Grantor, subject to Secured Party's rights under Section 13 of the Security Agreement. The Grantor hereby further acknowledges and confirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of 2 May, 2000.

PROFILE PURSUIT INC.

By: 

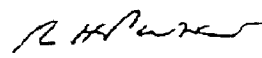
Name: STEVE ANDERSON

Title: PRESIDENT

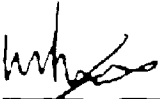
535 Fifth Avenue
28th Floor
New York, NY 10017
United States of America

Acknowledged:

BARCLAYS BANK PLC

By: 
Corporate Banking
54 Lombard Street
London
EC3P 3AH
United Kingdom

This instrument was acknowledged before me on May 2, 2000,
by Steve Anderson, President of Profile
Pursuit Inc., a Delaware corporation, on behalf of such corporation.


A.W.H. BARNES
(Type or Print Name of Notary)

Schedule 1

1. "Dolce Vita"; United States Trademark Registration No. 2129095 (13 January 1998).
2. "Pride '98" United States Trademark Registration No. 2308664 (18 January 2000).
3. "Pride '99"; pending Trademark application No. 75-497236 (filed 5 June 1998).
4. "Pride 2000"; pending Trademark application No. 75-497235 (filed 5 June 1998).
5. "T Magazine"; pending Trademark application No. 75-890443 (file 10 January 2000).

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