

01-24-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101591953

1-10-01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

01/24/2001 GT0N11 00000063 75664190

01 FC:481
02 FC:482

40.00 OP
350.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002218 FRAME: 0152

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

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

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

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:

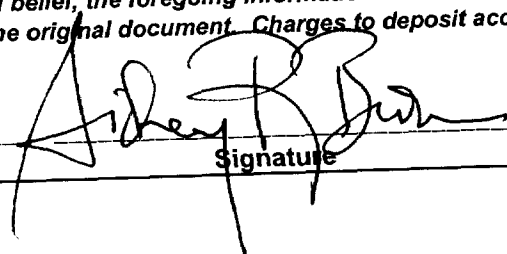
Yes No

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.

Sidney R. Brown

Name of Person Signing



Signature

January 9, 2001

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

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Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

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Registration Number(s)

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made effective as of December 11, 2000 by and among WACHOVIA BANK, N.A. (along with its successors and assigns, the "Lender"), and WORLD PUBLICATIONS, INC., WORLD SPORTS AND MARKETING, INC., WORLD ENTERTAINMENT SERVICES, INC., WORLD PUBLICATIONS MANAGEMENT, INC., WORLD PUBLICATIONS, LLC, AND WORLD PUBLICATIONS II, LLC (each, a "Borrower," and collectively the "Borrowers," as the context may require), along with any other Person (defined below) that becomes a party hereto hereafter by execution of a counterpart hereof or a joinder agreement with respect hereto, effective upon its so becoming a party hereto (collectively, together with the Borrowers, the "Assignors" and each individually, an "Assignor"), in connection with that certain Loan and Security Agreement dated as of even date herewith, by and among Lender and the Borrowers (the "Loan Agreement").

WITNESSETH:

WHEREAS, each of the Assignors is indebted to the Lender pursuant to the Loan Agreement; and

WHEREAS, the Assignors, as the owners of certain trademarks and service marks more fully described in the Schedule annexed hereto and hereby made a part hereof and all signs and symbols associated therewith, together with the goodwill of the Assignors' respective business symbolized and represented by such trademarks and service marks (herein collectively the "Trademark Collateral"), have agreed to secure such indebtedness under the Loan Agreement with the Trademark Collateral as set forth below;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors hereby agrees as follows:

1. Each of the Assignors hereby pledges, mortgages, and grants a security interest in and to the Lender all of its respective right, title and interest in and to the Trademark Collateral, together with all monies and claims for monies now or hereafter due or payable thereon or in respect thereof, to secure the Obligations (as defined in the Loan Agreement).
2. Subject to the provisions of Paragraph 5 hereof, it is the intention of the parties that the Assignors continue to have the use of the Trademark Collateral, including without limitation the above-described trademarks and service marks and the goodwill of the business associated therewith and represented thereby and to control the nature and quality of the goods manufactured and sold under said trademarks and service marks, and, upon the payment and performance in full of all of the Obligations, or upon the termination of this Agreement pursuant to the Loan Agreement, the security interest of the Lender in the Trademark Collateral shall be released and thereafter the Lender shall no longer have any interest therein.

3. The Assignors will pay all filing fees with respect to the security interest created hereby that the Lender may deem necessary or advisable in order to perfect and continue perfected its security interest in the Trademark Collateral.

4. Each of the Assignors represents and warrants that it lawfully possesses and owns its registered Trademark Collateral and to its knowledge all other of its Trademark Collateral and that, except for the security interest in favor of the Lender granted hereby, the Trademark Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; other than Permitted Liens (as defined in the Loan Agreement), that such Assignor has not made or given any prior assignments or transfers of the Trademark Collateral or any prior security interests in the Trademark Collateral that have not been fully released; to its knowledge, is and will continue to be, in all material respects, in full force and effect, and that such Assignor has no knowledge of any infringements of the Trademark Collateral, except as expressly disclosed to the Lender.

5. If an "Enforcement Event" has occurred and is continuing, then the Assignors shall be in default hereunder and the Lender shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code and any other applicable state or federal laws. The term "Enforcement Event" means the occurrence of both (i) an Event of Default under the Loan Agreement which has not been cured or waived and (ii) the Lender's having accelerated the maturity of all of the Obligations pursuant to Section 10.1 of the Loan Agreement and such acceleration has not been rescinded by the Lender. The Lender shall give the Assignors reasonable notice of the time and place of any public sale of the Trademark Collateral or the time after which any private sale of the Trademark Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Assignors shown herein at least 10 Business Days (as defined in the Loan Agreement) before the date of such sale of disposition. In addition to the foregoing and all other rights and remedies of the Lender, if an Enforcement Event has occurred and is continuing, the Lender shall thereupon have the immediate right to sell, assign and transfer to any other person:

A. all right, title and interest in and to the Trademark Collateral, including without limitation the trademarks and service marks specified in the Schedule, together with the goodwill of the Assignors' respective businesses symbolized and associated with such trademarks and service marks; and

B. ownership of the Assignors' respective entire inventory of labels and decals not then affixed to their products and ownership of the right to operate and control the businesses under the marks specified in the Schedule.

A formal irrevocable power of attorney is being executed and delivered by the Assignors to the Lender concurrently with the execution of this Agreement to enable such rights to be carried out. Each of the Assignors agrees that, in the event the Lender exercises said power in accordance with its terms, after written notification of such exercise from the Lender to the Assignors, unless the Lender shall otherwise consent, the Assignors shall never thereafter, without the written authorization of the owner or owners of the trademarks and service marks specified in the Schedule, use any of the marks specified in the Schedule or any mark closely

similar thereto, on or in connection with the same or any closely related goods either in the United States of America, its territories or possessions or in countries outside the United States.

6. The proceeds of any such sale, transfer or disposition of the Trademark Collateral by the Lender shall be applied in the order set forth in the Loan Agreement.

7. The Assignors shall execute and deliver to the Lender any further documentation or papers, and take all such other actions, as are necessary to carry out the intent or purpose of this Agreement, without any charge or expense to the Lender.

8. The Assignors shall defend at its own cost and expense any action, claims or proceeding affecting its respective Trademark Collateral or the interest of the Lender therein. The Assignors shall reimburse the Lender for all costs and expenses incurred by the Lender in defending any such action, claim or proceeding.

9. This Agreement shall be in addition to all other present and future instruments, documents and agreements between the Assignors and the Lender; it shall not be deemed to affect, modify or limit any of the same or any rights of the Lender thereunder, and all of the Lender's rights and remedies, hereunder, thereunder, at law or in equity are cumulative. It is further understood and agreed that, if an Enforcement Event occurs, the Lender shall have no obligation to marshal any assets presently or hereafter pledged to the Lender by the Assignors, whether under this Agreement or otherwise.

10. Any provision hereof contrary to, prohibited by or invalid under, any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

11. The Assignors agree that the validity, interpretation and enforcement of the Agreement and all rights hereunder shall be governed by the internal laws of the State of Georgia and not its laws of conflicts of laws.

12. The Lender and each of the Assignors hereby acknowledge that it is their intent that, as between the Assignors and the Lender, this Agreement creates a security interest in favor of the Lender and is a secured transaction, with the Assignors remaining as the owner of the Trademark Collateral.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

[Accepted at Atlanta, Georgia]
WACHOVIA BANK, N.A.
as Lender

By: Charles D. Buchanan III
Title: Vice President

WITNESS OR ATTEST:

ASSIGNORS:


**WORLD PUBLICATIONS, INC.
WORLD SPORTS AND MARKETING, INC.
WORLD ENTERTAINMENT SERVICES, INC.
WORLD PUBLICATIONS MANAGEMENT,
INC.**

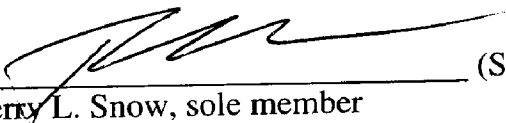


By:  (SEAL)
Terry L. Snow, President

Address: 460 N. Orlando Ave.
Suite 200
Winter Park, Florida 32789
Attention: Terry L. Snow

**WORLD PUBLICATIONS, LLC
WORLD PUBLICATIONS II, LLC**



By:  (SEAL)
Terry L. Snow, sole member

Address: 460 N. Orlando Ave.
Suite 200
Winter Park, Florida 32789
Attention: Terry L. Snow


(Trademark Security Agt.)

STATE OF FLORIDA)
) SS: 265-11-7478
COUNTY OF ORANGE)

On Dec 11, 2000, before me, the undersigned, a notary public in and for said State, personally appeared Terry L. Snow, known to me to be the President of WORLD PUBLICATIONS, INC., WORLD SPORTS AND MARKETING, INC., WORLD ENTERTAINMENT SERVICES, INC., WORLD PUBLICATIONS MANAGEMENT, INC., and the sole member of WORLD PUBLICATIONS, LLC and WORLD PUBLICATIONS II, LLC, the corporations and limited liability companies that executed the within instrument, and acknowledged to me that each of such corporations and limited liability companies executed the within instrument pursuant to its by-laws or operating agreement, as applicable, or a resolution of its board of directors or members, as applicable.

WITNESS my hand and official seal.





Notary Public

(Power of Attorney)

Schedule 3
WORLD PUBLICATIONS, INC. (FL)
Intellectual Property Trademark Collateral

I. Registered Trademarks:

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Sport Fishing The Magazine Of Offshore Fishing (and Design) Magazines in the Field of Fishing and Boating	United States	1,854,625	9/20/94
WaterSki The World's Leading Water Skiing Magazine (Stylized Letters) Magazines in the field of water skiing	United States	1,882,124	3/7/95
Marlin Publication, namely magazine relating to sport fishing	United States	1,607,444	7/24/90
Caribbean Travel and Life Magazine in the field of travel	United States	1,803,247	11/9/93
Sport Diver Publications, namely magazines relating to underwater sports	United States	2,264,599	7/27/99
Wake Boarding Publications, namely magazines relating to water sports	United States	2,264,598	7/27/99
Wake Boarding Publications, namely magazines relating to water sports	Japan	4,223,353	
Boating Life (Stylized Letters) Publications, namely magazines in the field of boating lifestyle	United States	2,293,769	11/16/99
Wind Surfing Publications, namely magazines in the field of wind surfing	United States	2,303,706	12/28/99
WaterSports Retailer Publications, namely magazines in the fields of water sports and business	United States	2,305,014	12/28/99
Boating Life (Stylized Letters) Computer services, namely providing on-line magazines in the fields of boating, fishing, and recreational water-sports	United States	2,349,151	5/9/00
Caribbean Travel & Life (and Design) Computer services, namely, providing on-line magazines about the Caribbean in the fields of travel, lifestyle and history	United States	2,350,990	5/16/00

Marlin (Stylized Letters) Computer services, namely, providing on-line magazines in the field of sport fishing	United States	2,350,989	5/16/00
Sport Fishing Computer services, namely providing on-line magazines in the field of sport fishing	United States	2,350,988	5/16/00
Sportsboats	United States	2,064,228	5/20/99

II. Pending Trademark Applications:

<u>Trademark Description</u>	<u>Country</u>	<u>Serial Number</u>	<u>Date of Filing</u>
Kite Boarding The Magazine of Kite-Boarding Sports (Stylized Letters) Publications, namely magazines in the fields of kite-powered sports and board sailing	United States	75/664,190	3/19/99

III. State Trademark Registrations:

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Waterski (Stylized Letters)	Florida	T93000000752	6/18/93
Wind Surfing (Stylized Letters)	Florida	T93000000751	6/14/93
Sport Fishing (Stylized Letters)	Florida	T93000000750	6/18/93

IV. Common Law Trademarks¹:

<u>Trademark Description</u>	<u>Country</u>
Kite Powered The Magazine of Kite-Powered Sports (Stylized Letters)	United States
Sport Diver (and Design)	United States
Wake Boarding Magazine (and Design)	United States
Waterski (Stylized Letters)	United States
Wind Surfing (Stylized Letters)	United States
Windfest (Stylized Letters)	United States

¹ These marks were listed on PTO records in the name of World Publications, Inc. (FL) but have been abandoned.

V. Licensed Trademark:

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Saveur	United States	1,910,040	8/8/95

**Schedule 3
(continued)
WORLD PUBLICATIONS II, LLC (DEL)
Intellectual Property Trademark Collateral**

I. Pending Trademark Applications:

<u>Trademark Description</u>	<u>Country</u>	<u>Serial Number</u>	<u>Date of Filing</u>
Garden Design Bi-monthly magazine on the subject of residential landscape design	United States	75/891,314	1/7/00

II. Common Law Trademarks:

<u>Trademark Description</u>	<u>Country</u>
Smart Parenting Pre-recorded audio and video tapes and CD-ROM disks featuring information pertaining to parenting; and computer programs recorded for instruction and training in the field of parenting	United States
Educational services, namely conducting classes, seminars, conferences, and workshops in the field of parenting and distributing course materials in connection therewith; training in parenting skills	
Leasing access to computer and electronic bulletin board services in the field of parenting	
Smart Parenting Newsletters and magazines pertaining to child-rearing and parenting issues	United States
Your Source For Smart Parenting Newspapers and magazines pertaining to child-rearing and parenting issues	United States

**Schedule 3
(Continued)
WORLD PUBLICATIONS II, INC. (FL)²
Intellectual Property Trademark Collateral**

I. Common Law Trademark:

<u>Trademark Description</u>	<u>Country</u>
Wind Surfing Magazine (Stylized Letters)	United States

² Abandoned on PTO records under this name.