

05-06-2002



04-23-2002

Patent & TMOs/TM Mail Rcpt. Dt. #40



102079494

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

RECORDATION FORM TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Forbes Management Co. Inc.

4-23-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 04/11/02

2. Name and address of receiving party(ies)

Name: Canadian Imperial Bank of Commerce,

Address: as Collateral Agent

Street Address: 425 Lexington Avenue

City: New York State: NY 10017

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

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

TRADEMARK FEE PROCESS. RECEIVED 4007 APR 23 P 2:48 U.S. PATENT & TRADEMARK OFFICE

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s) 1,915,343

Additional number(s) attached Yes No

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

Name: Christopher McDermott, Esq.

Internal Address:

Street Address: Cadwalader Wickersham & Taft

227 West Trade St., Suite 2400

City: Charlotte State: NC Zip: 28202

6. Total number of applications and registrations involved: 44

7. Total fee (37 CFR 3.41) \$1,115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

05/03/2002 DBYRNE 00000061 1915343

01 FC:481
02 FC:482

Christopher McDermott, Esq.

Name of Person Signing

Signature

4-16-02

Date

10

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

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

Refund Ref: 05/03/2002 DBYRNE 0000116707

CHECK Refund Total: \$40.00

**Attachment
to
Trademarks Recordation Form Cover Sheet
PTO-1594**

Mark	Serial No. or Registration No.	Issue or File Date
CAPITALIST COOL	74/543,326/ 1,915,343	8/29/95
BRITISH LIVING & STYLE	75/916, 715 2,473,210	02/11/00
CAPITALIST COOKIES box logo (disclaimer "cookies")	73/291,481 1,296,628	9/18/94
CAPITALIST TOOL	73/221,333 1,182,946	12/22/81
CAPITALIST TOOL	1,125,852	10/9/79
CAPITALIST TOOL	75/148,895 2,069,974	6/10/97
CAPITALIST TOOL	75/154,293 2,211,513	12/15/98
COMMTECH INDEX (ITU)	75/870,881	12/13/99
COMMTECH INDEX	75/981,116 2,532,909	12/13/99 01/22/02
FACT AND COMMENT	74/284,599 1,772,664	5/18/93
FORBES	74/580,376 1,919,483	9/19/95
FORBES	73/183,051 1,141,299	11/11/80
FORBES	75/148,897 2,128,371	1/13/98
FORBES (ITU)	76/347,252	12/7/01

FORBES ASAP	74/580,377 1,916,308	9/5/95
FORBES ASAP	74/277,753 1,818,464	1/25/94
FORBES CAPITALIST TOOL	75/148,896 2,069,975	6/10/97
FORBES CEO FORUM	75/171475 2,273,242	9/20/96 8/31/99
FORBES CFO FORUM	75/171,476 2,231,339	3/16/99
FORBES.COM	75/763688	7/29/99
FORBES DIGITAL TOOL	75/977705 2199126	10/20/98
FORBES FINDER	75/870,888 2,400,194	12/13/99 (F) 10/31/00 (R)
FORBES FORTY	75/981,135 2,532,910	01/15/1998 01/22/02
FORBES FORTY	75/377,423 2,214,415	10/22/97 12/29/98
FORBES 40 INDEX	75/713,798 2,474,223	7/31/01 (R)
FORBES FYI	74/580,467 1,916,309	9/5/95
FORBES FYI	74/007745 1648532	6/18/91
FORBES FYI and Design	74/161275 1696041	6/23/92
FORBES GLOBAL (disclaims "Global")	2235928	3/30/99
FORBES GLOBAL	75/923,609 2,469,334	2/22/00 (F) 7/17/01 (R)
FORBES MEDIACRITIC	74/465,763 1,868,253	12/20/94

FORBES MEDIAGUIDE 500 (disclaims "Mediaguide")	74/465,649 1,876,600	1/31/95
FORBES SELECT (ITU)	76/347,253	12/7/01
FORBES TECH 101 (ITU) (still in Forbes Inc.'s name since an ITU can't be assigned)	75/551128	9/10/98
FORBES TECH 101	75/548,230 2,337,621	4/4/00
IMPERIAL EGG COLLECTION	75/681,585 2394434 Supp.	4/13/99 10/10/00
NEVER SETTLE	76/094,371	7/21/00 (F)
NO GUTS. NO STORY.	74/128,801 1,887,395	4/4/95
SOCIAL REGISTER	72/449,920 1,000,756	12/31/74
SPECIAL SITUATION SURVEY	74/007,749 1,605,541	7/10/90 (R)
SPECIAL SITUATION SURVEY	74/007,756 1,605,943	7/10/90
SR and DESIGN	71/694,923 627,876	5/29/56
THE FORBES REPORT	74/423,679/ 1,893,372	5/9/95
THE GOOD LIFE	2144602	3/17/98

TRADEMARK SECURITY AGREEMENT – SHORT FORM

TRADEMARK SECURITY AGREEMENT, dated as of April 11, 2002, made by FORBES MANAGEMENT CO. INC., a New York corporation, having its principal place of business at 60 Fifth Avenue, New York, New York 10011 (the "Grantor"), in favor of Canadian Imperial Bank of Commerce ("CIBC"), having its principal place of business at 425 Lexington Avenue, New York, New York 10017, as collateral agent (together with any successor thereto, the "Grantee") for the Secured Parties (as defined below). Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Collateral Agency Agreement (as defined below).

WHEREAS, the Grantor is justly indebted, liable and obligated to the Grantee pursuant to that certain Guarantee, dated as of April 11, 2002 (as amended, supplemented or otherwise modified from time to time, the "Guarantee"), made by the Grantor in favor of the Grantee for the ratable benefit of the secured parties (the "Secured Parties"), parties to that certain Collateral Agency and Intercreditor Agreement, dated as of April 11, 2002 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement"), in an amount equal to the Secured Obligations; and

WHEREAS, in connection with the Collateral Agency Agreement and the Secured Instruments, Forbes Inc., a New York corporation, the Grantor and the Grantee entered into that certain Security Agreement, dated as of April 11, 2002 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor has granted to the Grantee for the ratable benefit of the Secured Parties a lien on and security interest in, inter alia, all of the Grantor's rights, title, and interest in and to all Trademarks and Trademark Licenses of such Grantor, whether then owned or thereafter acquired or created by such Grantor, including, without limitation, the trademarks and trademark applications listed on Schedule A hereto (the "Trademark Collateral") and the goodwill of the business symbolized thereby; and

WHEREAS, the Grantor has agreed to give this Trademark Security Agreement as security for the Trademark Collateral and has authorized and directed the execution and delivery hereof; and

WHEREAS, the parties desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent & Trademark Office.


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

1. The Collateral Agency Agreement, the Credit Agreement, the Note Purchase Agreements, the Bridge Loan Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.

2. The Grantor grants to the Grantee a lien on and security interest in all of its right, title, and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

FORBES MANAGEMENT CO. INC.

By  _____
Name: SEAN P. HEGARTY
Title: CHIEF FINANCIAL OFFICER

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 002498 FRAME: 0777

TRADEMARKS

Mark	Serial No. or Registration No.	Issue or File Date
CAPITALIST COOL	74/543,326/ 1,915,343	8/29/95
BRITISH LIVING & STYLE	75/916, 715 2,473,210	02/11/00
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TRADEMARK
REEL: 002498 FRAME: 0779

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THE FORBES REPORT	74/423,679/ 1,893,372	5/9/95
THE GOOD LIFE	2144602	3/17/98

TRADEMARK LICENSES

<u>Serial No. or Registration No.</u>	<u>Owner</u>	<u>Issue or File Date (Renewal Date, If Applicable)</u>	<u>Mark</u>
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TRADEMARK APPLICATIONS

<u>Serial Number</u>	<u>Filing Date</u>	<u>Mark</u>
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TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 002498 FRAME: 0780**

ACKNOWLEDGMENT

STATE OF new york
COUNTY OF new york) SS.

BEFORE ME, the undersigned authority, on this day personally Sean P. Hegarty,
CFO of Forbes Management Co. Inc., a New York corporation, known to me to be the person whose name is subscribed to the foregoing instrument who acknowledged to me that she executed the same for the purposes and consideration therein expressed in the capacity stated, as such CFO for and as the act of said corporation.

Given under my hand and seal of office this 9th day of April, 2002.

Carol S. Katz
Notary Public

Name:

CAROL S. KATZ
Notary Public, State of New York
No. 4979321
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 25, 2003