

03-20-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings

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

1. Name of conveying party(ies):

Profile Media Group Plc

3-17-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 02/26/03

2. Name and address of receiving party(ies)

Name: Barclays Bank plc

Internal Address: Chatsworth House

Street Address: 66-70 St. Mary Axe

City: London State: United Kingdom Zip: EC3A 8DB

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

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

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

A. Trademark Application No.(s)

76427661

B. Trademark Registration No.(s)

2527372

Additional number(s) attached Yes No

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

Name: Alexander R. Krefft

Internal Address: Allen and Overy

Street Address: 1221 Avenue of the Americas

City: New York State: NY Zip: 11222

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65

- 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.

ALEXANDER KREFFT

Name of Person Signing

A. Krefft

Signature

3/14/03

Date

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

6

03/20/2003 LMUELLER 00000024 76427661 Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 02 FC:8522

40.00 OP 25.00 OP

TRADEMARK REEL: 002695 FRAME: 0120

THIS AGREEMENT is dated February 26, 2003

BETWEEN:

- (1) Profile Media Group plc (the **Debtor**); and
- (2) Barclays Bank PLC (the **Secured Party**).

IT IS AGREED as follows:

1. INTERPRETATION

1.1 UCC and Master Facilities Agreement Defined Terms

Any term defined in the Uniform Commercial Code as in effect from time to time in the State of New York (the **UCC**) and not defined in this Agreement has the meaning given to the term in the UCC. Any term defined in the Master Facilities Agreement and not defined in this Agreement or the UCC has the meaning given to the term in the Master Facilities Agreement.

1.2 Other Definitions

In this Agreement:

Collateral means all personal property, wherever located, in which the Debtor now has or later acquires any right title or interest, including all:

all trademarks, trade names, service marks, trade dress, and logos in the territory of the United States of America, all registrations and renewals of and applications and common law rights relating to any of the foregoing, and all associated goodwill, including, without limitation, the trademarks and trademark registrations set forth in Exhibit A, including each trademark license to or by the Debtor and all of the associated goodwill,

and to the extent not listed above as original collateral, proceeds and products of, and accessions to, the foregoing (including any claim by the Debtor against third parties for past, present or future trademark infringement and dilution of any trademark or trademark registration, and any trademark licensed under and trademark license or for injury of associated goodwill).

2. CREATION AND PERFECTION OF SECURITY INTEREST

2.1 Grant

As security for the prompt and complete payment and performance of the Secured Obligations when due (whether due because of stated maturity, acceleration, mandatory prepayment, or otherwise) and to induce the Secured Party to make the Facilities, the Debtor grants to the Secured Party for the benefit of the Secured Party a continuing security interest in the Collateral.

2.2 Continuing security interest

- (a) This Agreement creates a continuing security interest in the Collateral and will remain in full force and effect until the irrevocable and indefeasible payment in full of the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.
- (b) If, at any time for any reason (including the bankruptcy, insolvency, receivership, reorganization, dissolution or liquidation of any of the Obligor or the appointment of any receiver, intervenor or conservator of, or agent or similar official for, any of the Obligor or any of their properties), any payment received by the Secured Party in respect of the Secured Obligations is rescinded or avoided or must otherwise be restored or returned by the Secured Party, that payment shall not be considered to have been made for purposes of this Agreement, and this Agreement will continue to be effective or will be reinstated, if necessary, as if that payment had not been made.

2.3 Filing of financing statements

- (a) The Debtor authorizes the Secured Party to prepare and file, at the Debtor's expense, financing statements describing the Collateral, as well as continuation statements and amendments in respect of those financing statements.
- (b) Promptly after the filing of an initial financing statement in respect of the Collateral, the Debtor shall provide the Secured Party with an official report from the Secretary of State of each Relevant State indicating that the Secured Party's security interest is prior to all other security interests or other interests reflected in the report.

2.6 Trademarks

With respect to any pending trademark intent to use applications, this is a grant of a security interest only and ownership is maintained by the Debtor, subject to the Secured Party's rights under this Agreement. The Secured Party may record this agreement or a short form version thereof with the United States Patent and Trademark Office.

EXHIBIT A

Intellectual Property

Trademarks

Trademark	Owned by	Reg. No. / Date	Filing No. / Date	Status	Classes
T Magazine	Profile Media Group plc	2527372 / Jan. 8, 2002		Live	16
Every Woman	Profile Media Group plc		76427661 / July 5, 2002	Live	16

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Debtor:

PROFILE MEDIA GROUP PLC

By: 

Name: MARTIN THOMPSONCROFT
Title: FINANCE DIRECTOR

Secured Party:

BARCLAYS BANK PLC

By: _____

Name:

Title:

[Signature Page to PMG Trademark Security Agreement]

TRADEMARK
REEL: 002695 FRAME: 0124

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Debtor:

PROFILE MEDIA GROUP PLC

By: _____

Name:

Title:

Secured Party:

BARCLAYS BANK PLC



By: _____

Name: A C HERRIOTT

Title: CORPORATE BANKING
DIRECTOR

[Signature Page to PMG Trademark Security Agreement]