

08-06-2003



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Tab settings

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

1. Name of conveying party(ies):

WORLD PUBLICATIONS, LLC

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

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

3. Nature of conveyance:

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

Execution Date: JULY 30, 2003

2. Name and address of receiving party(ies)

Name: GENERAL ELECTRIC CAPITAL

Internal Address: CORPORATION, AS AGENT

Street Address: 2325 LAKEVIEW PKWY

City: ALPHARETTA State: GA Zip: 30004

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

ON NEXT PAGE

Additional number(s) attached Yes No

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

Name: SUSAN LAKE

Internal Address: KING & SPALDING LLP

Street Address: 191 PEACHTREE ST

City: ATLANTA State: GA Zip: 30303

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 3.41): \$ 715.00

- Enclosed EXPEDITE 120.00, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

SUSAN LAKE Name of Person Signing

Susan Lake Signature

AUG 4, 2003 Date

Total number of pages including cover sheet, attachments, and document: 6

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

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
Boating Life	World Publications, LLC	2349151	05/09/00
Boating Life The Authority on Recreational Boating	World Publications, LLC	2710495	04/29/03
Caribbean Travel and Life	World Publications, LLC	1803247	11/09/93
Caribbean Travel & Life	World Publications, LLC	2350990	05/16/00
Cruising World	World Publications, LLC	1039649	05/18/76
Cruising World	World Publications, LLC	2108538	10/28/97
Fishstock The Total Saltwater Experience	World Publications, LLC	78208589	01/29/03
Fly Fishing in Salt Waters	World Publications, LLC	2697841	03/18/03
Grand Prix Sailor	World Publications, LLC	1789009	08/17/93
Marlin	World Publications, LLC	1607444	07/24/90
Marlin	World Publications, LLC	2350989	05/16/00
MU Marlin University	World Publications, LLC	2567556	05/07/02
Nood	World Publications, LLC	2172952	07/1/98
Nood	World Publications, LLC	2187572	09/08/98
Sailing World	World Publications, LLC	1447406	07/14/87
Sailing World	World Publications, LLC	2106613	10/21/97
Sailor's Sourcebook	World Publications, LLC	2127888	01/06/98
Snow Country	World Publications, LLC	1520891	01/17/89
SportBoats	World Publications, LLC	2064228	05/20/97
Sport Diver	World Publications, LLC	2264599	07/27/99
Sport Diver Interactive	World Publications, LLC	2663221	12/17/02
Sport Fishing	World Publications, LLC	2350988	05/16/00
Sport Fishing The Magazine of Offshore Fishing	World Publications, LLC	1854625	09/20/94
The Sailing Company	World Publications, LLC	1633590	01/29/91
Wake Boarding	World Publications, LLC	2264598	07/27/99
Waterski The World's Leading Water Skiing Magazine	World Publications, LLC	1882124	03/07/95

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Watersports Retailer	World Publications, LLC	2305014	12/28/99
Wind Surfing	World Publications, LLC	2303706	12/28/99

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2003, by WORLD PUBLICATIONS, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among World Publications Holding, LLC, a Delaware limited liability company ("Borrower"), the Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and the other Credit Parties thereto and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]

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