

05-22-2003

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

RE



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

Tab settings

102454757

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

1. Name of conveying party(ies): Penny Marketing Limited Partnership
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: The Chase Manhattan Bank, N.A. Internal Address: Street Address: 999 Broad Street City: Bridgeport State: CT Zip: 06604
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Bank
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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Correction of Cover Sheet
Execution Date: as of March 7, 1996

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 74/632,609 74/632,444 B. Trademark Registration No.(s) 1,055,090 1,864,272
743,033 592,448 1,389,847 592,447 719,684 597,933 1,248,926 994,733
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Gregory J. Battersby Internal Address: Grimes & Battersby, LLP Street Address: 488 Main Avenue City: Norwalk State: CT Zip: 06851

6. Total number of applications and registrations involved: 12
7. Total fee (37 CFR 3.41): \$ 315.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: 07-2162
(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.
Name of Person Signing: JAMES CORBIT Signature: [Signature] Date: 5/16/2003
Total number of pages including cover sheet, attachments, and document: 14

05/21/2003 00000054 74632609 40.00 275.00

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

RECEIVED  
MAR 11 1996  
RECEIPT ACCOUNTING DIV.

03-22-1996

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

481-40 482-275



100155942

original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):  
 Penny Marketing Limited Partnership  
 6 Prowitt Street  
 Norwalk, CT 06855

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

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

2. Name and address of receiving party(ies)  
 Name: The Chase Manhattan Bank, N.A.  
 Internal Address: \_\_\_\_\_  
 Street Address: 999 Broad Street  
 City: Bridgeport State: CT ZIP: 06604

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

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

Execution Date: March 7, 1996

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

A. Trademark Application No.(s)  
74/632,609  
74/632,444

B. Trademark Registration No.(s)  
743,033    1,864,272    1,055,090  
1,389,847 719,684    592,447  
1,248,926 592,448    994,733  
597,933

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Carol Ann Feldmann  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
Robinson & Cole  
 Street Address: One Commercial Plaza  
 \_\_\_\_\_  
 City: Hartford State: CT ZIP: 06103

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00

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.

Carol Ann Feldmann  
 Name of Person Signing

Signature

March 8, 1996  
 Date

Total number of pages including cover sheet, attachments, and document: 14

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

TRADEMARK  
 REEL: 1441 FRAME: 0188

TRADEMARK  
 REEL: 002737 FRAME: 0568

COLLATERAL ASSIGNMENT OF COPYRIGHTS  
PATENTS AND TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF COPYRIGHTS, PATENTS AND TRADEMARKS dated as of March 7, 1996 (this "Copyright, Patent and Trademark Assignment"), is made between PENNY MARKETING LIMITED PARTNERSHIP, a Connecticut limited partnership ("Assignor"), and THE CHASE MANHATTAN BANK, N.A. a national banking organization organized under the laws of the United States of America ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor, Penny Press, Inc. and Assignee have entered into that certain Credit and Security Agreement (as amended from time to time, the "Agreement") dated as of March 7, 1996; and

WHEREAS, all capitalized terms used herein which are defined in the Agreement shall have the meanings specified therein unless otherwise expressly indicated; and

WHEREAS, in order to secure its obligations to Assignee under the Agreement and the Facility Documents, Assignor has granted to Assignee security interests in certain assets of Assignor, including without limitation all accounts receivable, inventory, equipment, general intangibles, and proceeds of the foregoing; and

WHEREAS, to evidence such security interests and to further secure its obligations to Assignee under the Agreement and the Facility Documents, Assignor desires to assign to Assignee a security interest in all of Assignor's right, title and interest in and to all of its copyrights, patents and trademarks and the goodwill of the business symbolized thereby.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, in the Agreement and in the Facility Documents, it is agreed as follows:

1. ASSIGNMENT OF SECURITY INTEREST.

1.1 Copyrights, Patents, and Trademarks. To secure the complete and timely satisfaction of Assignor's indebtedness under the Agreement and the Facility Documents defined therein (the "Indebtedness"), Assignor hereby grants, assigns and conveys to Assignee a security interest in the entire right, title and

interest of Assignor in and to all of its now owned, existing or filed and hereafter acquired, arising or filed:

(a)(i) copyrights, copyright registrations and copyright applications, including, without limitation, those listed on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill and knowhow associated with and symbolized by any of the foregoing (collectively, the "Copyrights");

(b)(i) patents and patent applications, including, without limitation, those listed on Schedule B hereto and the inventions and improvements described and claimed therein, and patentable inventions, (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill and knowhow associated with any of the foregoing (collectively, the "Patents"); and

(c)(i) trademarks, service marks, trademark and service mark registrations, tradenames and trademark and service mark applications, including, without limitation, those listed on Schedule C hereto, (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill and knowhow associated with and symbolized by any of the foregoing (collectively, the "Trademarks").

1.2 Restrictions on Future Agreements. Assignor agrees that until Assignor's Indebtedness shall have been paid in full, Assignor will not, without the prior written consent of Assignee, enter into any agreement that negatively affects Assignor's ownership interest in or the value of any of the Copyrights, Patents and/or Trademarks. Assignor further agrees that it will

not take any action, or permit any action to be taken by any Affiliate or Subsidiary of Assignor or other Person subject to Assignor's control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Copyright, Patent and Trademark Assignment.

1.3 New Copyrights, Patents and Trademarks. Assignor represents and warrants that the Copyrights, Patents and Trademarks listed on Schedules A, B and C, respectively, constitute all of the Copyrights, Patents, and Trademarks now owned by Assignor and/or any of its Subsidiaries. If, before Assignor's Indebtedness shall have been indefeasibly paid in full, Assignor or any Subsidiary shall (i) obtain any new Copyrights, Patents or Trademarks, or rights thereto, or (ii) become entitled to the benefit of any Copyright, Patent or Trademark not listed in Schedules A, B or C, Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Copyright, Patent and Trademark Assignment by amending Schedules A, B and/or C, to include any such new copyrights, patents or trademarks and such new copyrights, patents, and trademarks shall be deemed pledged to Assignee and Assignee shall have a security interest therein. To the extent any such copyrights, patents or trademarks shall be or become owned by any Subsidiary of Assignor, Assignor shall cause such Subsidiary to promptly grant a security interest therein to Assignee on the terms set forth in this Copyright, Patent and Trademark Assignment.

1.4 Term. The term of the security interest granted herein shall extend until the final and indefeasible payment in full of Assignor's Indebtedness.

1.5 Reassignment to Assignor. Upon payment in full of Assignor's Indebtedness, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to reconvey to Assignor the security interests granted to Assignee in the Copyrights, Patents and Trademarks, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

1.6 Duties of Assignor. Assignor shall (i) prosecute in a commercially reasonable manner any copyright, patent or trademark application pending as of the date hereof or thereafter until Assignor's Indebtedness shall have been indefeasibly paid in full, (ii) make application on uncopyrighted but copyrightable works, unpatented but patentable inventions and on trademarks and service marks, all as reasonably deemed appropriate by Assignor, (iii) preserve and maintain all rights in Copyrights, Patents, and Trademarks and (iv) upon and after the occurrence of an Event of Default, Assignor shall use its best efforts to obtain any necessary consents, waivers or agreements to effect the remedies of Assignee under Section 3 below. Any expenses incurred in

connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any right to file a copyright, patent or trademark application, nor shall Assignor abandon any pending copyright, patent or trademark application, or Copyright, Patent, or Trademark without the prior written consent of Assignee. Assignor represents and warrants to Assignee that the execution, delivery and performance of this Copyright, Patent and Trademark Assignment by Assignor does not breach, violate or cause a default under any of the Copyrights, Patents or Trademarks.

2. DELIVERIES OF ASSIGNOR.

Assignor shall, upon the request of Assignee, deliver to Assignee, in form and substance satisfactory to Assignee, all additional documents, signatures, instruments and other items as are necessary for filings to be made to perfect the interests granted hereby with the United States Copyright Office, the United States Patent and Trademark Office, and any similar domestic or foreign office, department or agency. In addition, Assignor agrees from time to time to take any actions and to execute and deliver any additional instruments as may be necessary to perfect the interests granted hereby.

3. EVENTS OF DEFAULT AND REMEDIES.

3.1 Events of Default. The following shall constitute Events of Default ("Events of Default") under this Copyright, Patent and Trademark Assignment:

(a) the occurrence of an Event of Default under the Agreement or an event of default under any of the Facility Documents and the expiration of any applicable notice, grace or cure period under any such agreement; or

(b) Assignor shall fail to perform or observe any term, covenant or agreement contained in this Copyright, Patent and Trademark Assignment on its part to be performed or observed by it and such failure shall not have been cured (if capable of being cured) within 30 days after discovery thereof by any supervisory or managerial employee of Assignor or notice to Assignor by Assignee; or

(c) any representation or warranty made by Assignor in this Copyright, Patent and Trademark Assignment shall be untrue or misleading in any material respect as of the date with respect to which such representation or warranty was made unless such inaccuracy is cured (if capable of being cured), within 30 days after discovery thereof by any supervisory or managerial employee of Assignor or notice to Assignor by Assignee.

3.2 Remedies. Upon and after the occurrence of an Event of Default:

(a) Assignee may, in its sole discretion upon the Copyrights, Patents or Trademarks or any part thereof:

(i) collect, receive, appropriate and realize upon the Copyrights, Patents or Trademarks or any part thereof;

(ii) exercise any one or more of the rights and remedies accruing to a secured party under applicable law;

(iii) enter, with or without process of law and without breach of the peace, any premises where the books and records of Assignor relating to the Copyrights, Patents or Trademarks are or may be located, and without charge or liability to Assignee therefor, seize and remove copies of Assignor's books and records in any way relating to the Copyrights, Patents or Trademarks from said premises and/or remain upon such premises and use the same (together with said books and records) for the purpose of collecting, preparing and disposing of the Copyrights, Patents or Trademarks; or

(iv) sell or otherwise dispose of any of the Copyrights, Patents or Trademarks, including, without limitation, the granting of licenses, at public or private sale for cash or credit, provided, however, that Assignor shall be credited with the net proceeds of such sale or disposition only as and when such proceeds are actually received by Assignee, and subject to any limitations or restrictions relating to Assignor's rights in said Copyrights, Patents or Trademarks.

(b) All cash proceeds received by Assignee in respect of any sale, collection from or other realization upon all or part of the Copyrights, Patents and Trademarks shall be applied by Assignee (after deduction for Assignee's costs and expenses of such sale or other disposition) first to accrued and unpaid interest on Assignor's Indebtedness, then to any fees or expenses due in connection with such Indebtedness under any Facility Document and then to the principal of such Indebtedness.

(c) Assignor recognizes that if Assignor fails to perform, observe or discharge any of its obligations or liabilities under this Copyright, Patent and Trademark Assignment, no remedy of law will provide adequate relief to Assignee, and Assignor agrees that Assignee shall be entitled to temporary and permanent injunctive relief in any such case.

(d) Any notice required to be given by Assignee of a sale, lease, other disposition of the Copyrights, Patents or

Trademarks or any other intended action by Assignee shall be made in accordance with Section 11.7 of the Agreement.

(e) Assignee shall have the right at any time and from time to time, in its discretion, without notice thereof to Assignor, to take control, in any manner, of any item of payment for or proceeds of the Copyrights, Patents or Trademarks.

(f) Assignee may, if Assignee deems it reasonable, postpone or adjourn any sale of the Copyrights, Patents or Trademarks, or any part thereof, from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Assignor agrees that Assignee has no obligation to preserve rights against prior parties to the Copyrights, Patents or Trademarks.

3.3 Waivers by Assignor. Except as otherwise provided for in this Copyright, Patent and Trademark Assignment, and to the full extent permitted by law, Assignor waives (i) all rights to notice and a hearing prior to Assignee's taking possession or control of or to Assignee's replevy, attachment or levy upon, the Copyrights, Patents, or Trademarks or any bond or security which might be required by any court prior to allowing the exercise of Assignee's remedies, and (ii) the benefit of all valuation, appraisal and exemption laws.

3.4 Cumulative Remedies. All of Assignee's rights and remedies with respect to the Copyrights, Patents or Trademarks, whether established hereby or by the Agreement, or by any of the Facility Documents, shall be cumulative and may be exercised singly or concurrently. Assignor acknowledges and agrees that this Copyright, Patent and Trademark Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Agreement or any of the Facility Documents but rather is intended to facilitate the exercise of such rights and remedies.

#### 4. EXPENSES; INDEMNIFICATION.

4.1. Expenses. Assignor shall reimburse (a) Assignee within ten (10) days of Assignee's written demand for all reasonable out-of-pocket costs, expenses, and charges (including, without limitation, fees, charges and disbursements of external legal counsel for Assignee and, following any Event of Default, the costs allocated by its internal legal department) incurred by Assignee in connection with the preparation, review, negotiation, execution, delivery, performance of this Copyright, Patent and Trademark Assignment; (b) following any Event of Default, Assignee within ten (10) days of Assignee's written demand for all reasonable out-of-pocket costs, expenses, and charges (including, without limitation, fees, charges and disbursements of external legal counsel for



Assignee and the costs allocated by its internal legal department) incurred by Assignee in connection with the administration of this Copyright, Patent and Trademark Assignment, including, without limitation, the cost of audits performed by or at the request of Assignee; (c) Assignee within ten (10) days of Assignee's written demand for all costs, expenses, and charges (including, without limitation, fees and expenses of counsel) in connection with the enforcement of this Copyright, Patent and Trademark Assignment; and (d) the custody, preservation, use or operation of, sale of, collection from or other realization upon the Collateral, including, without limitation, the Copyrights, the Patents and the Trademarks.

4.2 Indemnification. Assignor agrees to indemnify Assignee and Assignee's directors, officers, employees and agents from, and hold each of them harmless against, any and all losses, liabilities, claims, damages or expenses incurred by any of them arising out of or by reason of any investigation or litigation or other proceedings (including, without limitation, any threatened investigation or litigation or other proceedings) arising out of this Copyright, Patent and Trademark Assignment, including, without limitation, out of Assignee's interest in any one or more of the Copyrights, the Patents or the Trademarks, including, without limitation, the reasonable fees and disbursements of counsel incurred in connection with any such investigation or litigation or other proceedings (but excluding any such losses, liabilities, claims, damages or expenses incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified).

## 5. MISCELLANEOUS.

5.1 Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Agreement or any Facility Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5.2 Severability. The provisions of this Copyright, Patent and Trademark Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Copyright, Patent and Trademark Assignment in any jurisdiction.

5.3 Modification. This Copyright, Patent and Trademark Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 1.3 hereof or by a writing signed by Assignor and Assignee.

5.4 Binding Effect; Benefits. This Copyright, Patent and Trademark Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

5.5 Governing Law. This assignment shall be governed by and construed in accordance with the laws of the State of Connecticut.

5.6 Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties or either of the parties desires to give or serve upon the other communication with respect to this Copyright, Patent and Trademark Assignment, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered or sent to Assignor and/or Assignee as provided in Section 11.7 of the Agreement.

5.7 Title and Headings. The title of this Copyright, Patent and Trademark Assignment, and the Section titles and headings in this Copyright, Patent and Trademark Assignment are without substantive meaning and are for purposes of reference only.

5.8 Counterparts. This Copyright, Patent and Trademark Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, this Copyright, Patent and Trademark Assignment has been executed this 7th day of March, 1996.

PENNY MARKETING LIMITED  
PARTNERSHIP, by its general  
partner PENNY PRESS, INC.  
("Assignor")

By

John Kautz  
Name:

Title:

By

Catherine Adams  
Name:

Title:

Accepted this 7th day of  
March, 1996

THE CHASE MANHATTAN BANK, N.A.  
("Assignee")

By

[Signature]  
Name:

Title:

SCHEDULE A

to

Copyright, Patent and Trademark Assignment

U.S. COPYRIGHTS

Unregistered copyrights in all titles and publications of Dell Magazines, Inc. acquired by Penny Marketing Limited Partnership pursuant to the Asset Purchase Agreement dated as of March 7, 1996, between Dell Magazines, Inc. and Penny Marketing Limited Partnership.

FOREIGN COPYRIGHTS

None other than those covered in the U.S.

SCHEDULE B

to

Copyright, Patent and Trademark Assignment

U.S. PATENTS

<u>Patent Number</u>	<u>Invention</u>	<u>Date Issued</u>	<u>Date of Expiration</u>
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NONE

<u>Application Number</u>	<u>Applications Pending</u>	<u>Date of Filing</u>
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NONE

FOREIGN PATENTS

<u>Country</u>	<u>Patent Number</u>	<u>Invention</u>	<u>Date Issued</u>	<u>Date of Expiration</u>
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NONE

<u>Country</u>	<u>Application Number</u>	<u>Applications Pending</u>	<u>Date of Filing</u>
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NONE

SCHEDULE C

to

Copyright, Patent and Trademark Assignment

U.S. TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Date of Expiration</u>	<u>Registration Number</u>
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See Schedule C-1

U.S. Trademarks - Not Registered

Titles of Dell Magazines, Inc.'s publications acquired by Penny Marketing Limited Partnership pursuant to the Asset Purchase Agreement dated as of March 7, 1996 between Penny Marketing Limited Partnership and FOREIGN TRADEMARKS Dell Magazines, Inc.

<u>Country</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Date of Expiration</u>	<u>Registration Number</u>
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NONE.

Foreign Trademarks - Not Registered

Titles of Dell Magazines, Inc.'s publications distributed on an international basis and acquired by Penny Marketing Limited Partnership pursuant to the above-described Asset Purchase Agreement.

Trademarks and Title Names  
(excluding any trademark using "Dell" or "Dell Magazines")

**Trademark Registrations (All in US only except where noted)**

Analog Science Fact Science Fiction & Design (U.S. PTO No. 743,033)

Astounding (U.S. PTO No. 1,864,272)

Horoscope (U.S. PTO No. 1,055,090)

Isaac Asimov's Science Fiction Magazine (U.S. PTO No. 1,389,847)

Kriss Kross Puzzles (U.S. PTO No. 719,684)

Official Crossword Puzzles (stylized) (U.S. PTO No. 592,447)

Pencil Puzzles & Word Games (U.S. PTO No. 1,248,926)

Pocket Crossword Puzzles (stylized) (U.S. PTO No. 592,448)

Word Search Puzzles --(U.S. PTO No. 994,733;  
Canada No. 437,511)

Your Future (stylized) (U.S. PTO No. 597,933)

**U.S. PTO Applications Pending**

Tanglewords (U.S. PTO Application No. 74/632,609)

Unknown Worlds (U.S. PTO Application No. 74/632,444)