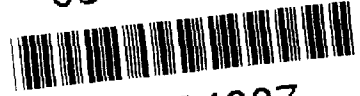


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RECORDATION
TRADEMARK

3-20-06

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Anderson Press Incorporated

- Individual(s)
- General Partnership
- Corporation- State: Alabama
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 17, 2004

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.
 Internal
 Address: Mail Code FL9-100-03-18 Bank of America Office
 Street Address: 9000 Southside Blvd., Bldg. 100
 City: Jacksonville
 State: Florida
 Country: USA Zip: 32256-0793

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Alabama
- Other Bank Citizenship U.S.A.

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
Please see attached Schedule One

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: W. Scott Creasman
 Internal Address: 14th Floor
 Street Address: 1201 W. Peachtree St., NW
 City: Atlanta
 State: Georgia Zip: 30309
 Phone Number: 404/572-6600
 Fax Number: 404/572-6999
 Email Address: screasman@pogoalaw.com

6. Total number of applications and registrations involved:

60

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1515

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number 501429
 Authorized User Name W. Scott Creasman

9. Signature:

W. Scott Creasman
Signature

March 6, 2006

Date

W. Scott Creasman
Name of Person Signing

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

9

**ADDENDUM TO
RECORDATION FORM COVER SHEET
TRADEMARKS**

Conveying Party: Anderson Press Incorporated

Receiving Party: Bank of America, N.A.

4(b) Application numbers or registration numbers of Trademark

<u>TRADEMARK</u>	<u>REG / APP. #</u>
100 GREATEST (DESIGN)	78209887
ADVENTURER	1,949,221
ALPHABET SPINE DESIGN	2,346,804
AMAZING MARKER	78,464,369
AMBASSADOR	1,021,483
AMERICA BANDS TOGETHER	2,718,020
ANCO	960,322
BABY SCRUBS	2,572,242
BIG BEST BOOK	2,169,985
BOOKS BY ME	2,254,738
BRIGHT IDEA	2,482,135
CITATION	999,632
CLASSIC	1,979,458
COLLECTIBLES UNLIMITED	2,044,337
CREATIVE EDGE	2,184,874
DALMATIAN PRESS	2,120,339
DALMATIAN PRESS	2,233,041
DALMATIAN PRESS DESIGN	2,231,317
DALMATIAN PRESS & DESIGN	2,065,895
DALMATIAN PRESS & DESIGN	2,357,287
DALMATIAN PRESS DESIGN	2,231,317
DALMATIAN PRESS PUPPY PACK	2,154,532
DALMATIAN PRESS SPOTTED BORDER	2,430,207
EXPLORER	994,316
EZ-WRAPS	2,566,217
FREEDOM	1,021,482
GOOD & PLENTY	2,293,885
H.E. HARRIS & CO.	1,012,914
H.E. HARRIS & CO.	2,745,595
H.E. HARRIS (DESIGN)	1,002,776
HOME LEARNING TOOLS	2,386,613
HOME LEARNING TOOLS and DESIGN	2,354,688

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TRADEMARK	REG / APP. #
HOW TO COLLECT STAMPS	1,937,628
INDEPENDENCE	998,975
KIDSTOWN	2,204,298
LIBERTY	998,976
MASTER	1,947,067
MASTERWORK & DESIGN	1,002,777
NUMBERED SPINE DESIGN	2,346,805
PARENTING NOTES	2,435,647
PATRIOT	1,949,220
PEEL & PRESS PAGES	2,801,818
PHILATELY TODAY	1,953,353
PIONEER	1,013,541
PUPPY PACK BLOCK	2,168,401
QUIZAROO	2,774,769
RUMP A BUMPS	2,336,805
SENIOR STATESMAN	998,977
SPEED-RILLE	710,276
SPOT THE DIFFERENCE	2,102,176
STATESMAN	998,974
TEAM PLANET	2,672,643
TEAM PLANET and Design	2,563,264
TEAR AND SHARE	2,045,129
TENDER TIMES	2,545,165
TENDER TIMES & DESIGN	2,437,468
TENDER TIMES (block letter)	2,641,806
THE ULTIMATE FUN BOOK	2,171,825
TRAVELER	998,973
TREAT	2,300,194

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TRADEMARK SECURITY AGREEMENT
(PLEDGOR)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between ANDERSON PRESS INCORPORATED, an Alabama corporation (the "Pledgor"), and BANK OF AMERICA, N.A. (the "Secured Party"), pursuant to that certain Loan Agreement dated as of December 17, 2004 (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement") by and between the Pledgor and the Secured Party.

RECITALS:

A. The Pledgor and the Secured Party have entered into that certain Borrower Security Agreement, dated as of December __, 2004 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Pledgor has granted to the Secured Party a lien and security interest in all Intangibles of the Pledgor, including, without limitation, all of the Pledgor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Pledgor's trademarks, and trademark licenses, and all products and Proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby grants to the Secured Party a lien and continuing security interest in all of the Pledgor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each trademark license, including, without limitation, each trademark license listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Pledgor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark Application and trademark license, including, without limitation, any trademark, Trademark Registration and trademark license referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1

annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Secured Party pursuant to the Security Agreement.

The Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests 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.

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be duly executed by its Authorized Signatory as of the 17th day of December, 2004.

PLEDGOR:

ANDERSON PRESS INCORPORATED

By: Allison Jackson
Name: Allison Jackson
Title: Chief Financial Officer

SECURED PARTY:

BANK OF AMERICA, N.A.

By: [Signature]
Name: Dana B. Jackson
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF Georgia
COUNTY OF DeKalb

This instrument was acknowledged before me this 17th day of December, 2004, by Allison Jackson CFO of Anderson Press Incorporated, an Alabama corporation, on behalf of such corporation.

{Seal}

[Signature]
Notary Public in and for the State of

My commission expires: 5/30/08

STATE OF Georgia)
COUNTY OF Fulton)

This instrument was acknowledged before me this 21st day of ~~December~~ January, ~~2004~~ 2005, by David B. Jackson as Sr. Vice Pres of Bank of America, N.A., on behalf of such national banking association.

{Seal}

[Signature]
Notary Public in and for the State of Georgia

My commission expires: 6/10/2006



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Acknowledgement
Trademark Security Agreement

Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

<u>TRADEMARK</u>	<u>C/M #</u>	<u>REG / APP. #</u>
100 GREATEST (DESIGN)	78/209887	78209887
ACTIVI-TEASE	Abandoned	2,045,136
ADVENTURER		1,949,221
ALPHABET SPINE DESIGN	712761.5885	2,346,804
AMAZING MARKER	78/464,369	78,464,369
AMBASSADOR		1,021,483
AMERICA BANDS TOGETHER		2,718,020
ANCO	712758.338	960,322
BABY SCRUBS	Abandoned	2,572,242
BIG BEST BOOK	712761.49959	2,169,985
BOOKS BY ME	712761.51808	2,254,738
BRIGHT IDEA	712761.5	2,482,135
CITATION	7127583.453	999,632
CLASSIC	712758.888	1,979,458
COLLECTIBLES UNLIMITED		2,044,337
COLOR "N" STICK	Abandoned	
CREATIVE EDGE	712761.21	2,184,874
DALMATIAN PRESS	712761.49971	2,120,339
DALMATIAN PRESS	712761.58343	2,233,041
DALMATIAN PRESS DESIGN		2,231,317
DALMATIAN PRESS & DESIGN	712761.49960	2,065,895
DALMATIAN PRESS & DESIGN	712761.25	2,357,287
DALMATIAN PRESS DESIGN	712761.49	2,231,317
DALMATIAN PRESS PUPPY PACK	712761.3	2,154,532
DALMATIAN PRESS SPOTTED BORDER		2,430,207
EXPLORER	712758.456	994,316
EZ-WRAPS		2,566,217
FREEDOM	712758.455	1,021,482
FUNNY PAGES	Abandoned	
GOOD & PLENTY	712761.51131	2,293,885
H.E. HARRIS & CO.	712758.464	1,012,914
H.E. HARRIS & CO.	712758.1208	2,745,595
H.E. HARRIS COLLECTIBLES	Abandoned	
H.E. HARRIS (DESIGN)	712758.452	1,002,776
H.E. HARRIS YEAR SET	Abandoned	

109821.00034
830731

Schedule 1
Trademark Security Agreement

TRADEMARK
REEL: 003317 FRAME: 0155

<u>TRADEMARK</u>	<u>C/M #</u>	<u>REG / APP. #</u>
HEADS & TAILS	Abandoned	
HOME LEARNING TOOLS	712761.54390	2,386,613
HOME LEARNING TOOLS and DESIGN	712761.58157	2,354,688
HOW TO COLLECT STAMPS	712758.886	1,937,628
INDEPENDENCE	712758.46	998,975
INSTANT GRADER	Abandoned	
KIDSTOWN	Abandoned	2,204,298
LIBERTY	712758.459	998,976
MASTER	712758.887	1,947,067
MASTERWORK & DESIGN	712758.718	1,002,777
MASTERWORK & DESIGN	712758.466	1,002,777
NUMBERED SPINE DESIGN	712761.58377	2,346,805
PARENTING NOTES	712758.57198	2,435,647
PATRIOT	712758.883	1,949,220
PEEL & PRESS PAGES		2,801,818
PHILATELY TODAY	712758.885	1,953,353
PIONEER	712758.457	1,013,541
PUPPY PACK BLOCK	712761.11	2,168,401
QUIZAROO		2,774,769
RUMP A BUMPS	Abandoned	2,336,805
SENIOR STATESMAN	Abandoned	998,977
SPEED-RILLE	712758.465	710,276
SPOT THE DIFFERENCE	712761.49962	2,102,176
STATESMAN	712758.461	998,974
TEAM PLANET	712761.45	2,672,643
TEAM PLANET and Design	712761.56	2,583,264
TEAR AND SHARE	712761.49965	2,045,129
TENDER TIMES	Abandoned	2,545,165
TENDER TIMES & DESIGN	712758.58321	2,437,468
TENDER TIMES (block letter)	712758.1243	2,641,806
THE ULTIMATE FUN BOOK	712761.10	2,171,825
TRAVELER	712758.462	998,973
TREAT	712758.1069	2,300,194
TREAT	Abandoned	2,203,006
TREAT & SHOOTING STAR DESIGN	Abandoned	2,178,769

STATE TRADEMARKS

Owner of Record	Trademark	State	Serial No.	Filing Date
None				

TRADEMARK LICENSES

Agreement	Parties	Date of Agreement
None		

109821.00034
830731

Schedule 1
Trademark Security Agreement