

03-24-2006



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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):

Whitman Publishing, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Alabama

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 _____
- 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@pogolaw.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365

- 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:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to
Recordation Form Cover Sheet
Trademarks

Conveying Parties: Whitman Publishing, LLC

Receiving Parties: Bank of America, N.A.

<u>TRADEMARK</u>	<u>REG / APP.#</u>
OFFICIAL BLUE BOOK OF UNITED STATES COINS	2,857,286
THE OFFICIAL RED BOOK OF UNITED STATES COINS	2,859,402
WHITMAN	874,728
WHITMAN	902,121
WHITMAN (EAGLE DESIGN)	1,682,133
WHITMAN (GLOBE DESIGN)	97969
WHITMAN (GLOBE DESIGN)	865,788
WHITMAN (GLOBE DESIGN)	869,328
WHITMAN (NAME IN OVAL DESIGN)	378827
WHITMAN (NAME)	656399
WHITMAN CLASSIS	1,715,693
WHITMAN W (DESIGN)	379102
WHITMAN W (DESIGN)	1522393
WHITMAN W (DESIGN)	134755

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TRADEMARK SECURITY AGREEMENT
(SUBSIDIARY)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between **WHITMAN PUBLISHING, LLC**, an Alabama limited liability company (the "Subsidiary"), 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 Anderson Press Incorporated and the Secured Party.

RECITALS:

A. The Subsidiary and the Secured Party have entered into that certain Subsidiary 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 Subsidiary has granted to the Secured Party a lien and security interest in all Intangibles of the Subsidiary, including, without limitation, all of the Subsidiary'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 Subsidiary'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, to secure the payment and performance of, among other things, the obligations of the Subsidiary under that certain Subsidiary Guaranty dated as of even date herewith (as amended, modified or supplemented from time to time) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subsidiary hereby grants to the Secured Party a lien and continuing security interest in all of the Subsidiary'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 Subsidiary 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 Subsidiary 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 Subsidiary has caused this Agreement to be duly executed by its Authorized Signatory as of the 17th day of December, 2004.

SUBSIDIARY:

WHITMAN PUBLISHING, LLC

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

SECURED PARTY:

BANK OF AMERICA, N.A.

By: David B. Jackson
Name: David B. Jackson
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF Alabama
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}

Jan Stump
Notary Public in and for the State of Georgia

My commission expires: 5/30/08

STATE OF GEORGIA
COUNTY OF FULTON

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

{Seal}

Marianne Elliott
Notary Public in and for the State of Georgia

My commission expires: 6/10/2006



Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

<u>TRADEMARK</u>	<u>C/M #</u>	<u>REG / APP.#</u>
OFFICIAL BLUE BOOK OF UNITED STATES COINS	78/618001	2,857,286
THE OFFICIAL RED BOOK OF UNITED STATES COINS	78/619804	2,859,402
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WHITMAN (GLOBE DESIGN)		TMA198214
WHITMAN (GLOBE DESIGN)		97969
WHITMAN (GLOBE DESIGN)		865,788
WHITMAN (GLOBE DESIGN)		869,328
WHITMAN (NAME IN OVAL DESIGN)		378827
WHITMAN (NAME)		656399
WHITMAN CLASSIS		1,715,693
WHITMAN W (DESIGN)		TMA179655
WHITMAN W (DESIGN)		TMA200990
WHITMAN W (DESIGN)		TMA201263
WHITMAN W (DESIGN)		379102
WHITMAN W (DESIGN)		1522393
WHITMAN W (DESIGN)		134755

This does not include NEW trademark matters for 2004

Note: All Whitman trademarks are owned by Anderson Press Incorporated.

Note: All foreign trademarks (except Canada) have been or will be abandoned.

STATE TRADEMARKS

Owner of Record	Trademark	State	Serial No.	Filing Date
None				

TRADEMARK LICENSES

Agreement	Parties	Date of Agreement
None		

Whitman Publishing, LLC
Trademark Security Agreement
109821.00034
830682

Schedule I