

1. Name of Conveying Parties (Additional)

Perseus Basic Books, L.L.C.
387 Park Avenue South
New York, New York 10016-8810

TRADEMARK

REEL: 003963 FRAME: 0836

EXHIBIT A
TO
TRADEMARK RECORDATION FORM COVER SHEET

TRADEMARK REGISTRATION #S	TRADEMARK REGISTRATION #S
2738311	2080885
2534293	2051121
3510332	2569558
329789	974873
1280717	2342323
2427936	974865
2335398	2342330
2536692	1799313
2602663	2891892
1517179	2899743
1520899	2899744
2536691	2855365
2519743	2624460

[EXECUTION]

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 1, 2009 (as this agreement may be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, this "**Trademark Security Agreement**"), among the corporations and other business entities listed on the signature pages hereof (each, individually, a "**Grantor**", and collectively, the "**Grantors**"), and BANK OF AMERICA, N.A., as agent (the "**Agent**") on behalf of the Lenders (as defined below). Each capitalized term used herein shall have the meaning ascribed thereto in the Loan Agreement (as defined below) unless otherwise indicated herein.

WHEREAS, each Grantor is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof; and

WHEREAS, Grantors, certain of their affiliates, Agent, and certain lending institutions (collectively, the "**Lenders**") are parties to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, renewed or otherwise modified, the "**Loan Agreement**"; except as otherwise specifically provided herein, all capitalized terms shall have the meanings given to them, respectively, in the Loan Agreement), and various documents, instruments, guaranties and agreements delivered contemporaneously herewith in connection therewith (all of the foregoing, together with this Trademark Security Agreement and the Loan Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the "**Agreements**"), pursuant to which, among other things, Agent and Lenders may make loans and certain other financial accommodations to or for the benefit of Grantors; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement and the other Agreements that, among other things, each of the Grantors enter into this Trademark Security Agreement in order to grant a security interest in the Trademarks, as hereinafter defined, in favor of the Agent on behalf of the Lenders, to secure the Obligations as hereinafter provided.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor does hereby grant, pledge, hypothecate and transfer to the Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to the Trademarks as hereinafter provided.

A. SECURITY INTEREST.

In order to induce Agent and the Lenders to enter into the Agreements and in consideration thereof, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a security interest in: (a) all of such Grantor's now existing or hereafter acquired right, title, and interest in and to: all of such Grantor's trademarks, trade names, trade styles and service marks; all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto as owned by such Grantor (collectively, the "**Trademarks**");

(b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral"). Notwithstanding anything in this Trademark Security Agreement to the contrary, the security interest granted by each Grantor above shall not attach to, and the term "Collateral" shall not include any lease, license, contract, property rights or agreement to which such Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest or lien shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity), provided, however, that such security interest or lien shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (A) or (B) above.

B. OBLIGATIONS SECURED.

The security interests granted to Agent by each Grantor in this Trademark Security Agreement shall secure the prompt and indefeasible payment and performance of all Obligations (as defined in the Loan Agreement).

C. WARRANTIES AND COVENANTS.

Each Grantor hereby covenants, represents and warrants, all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding, that:

1. Such Grantor will pay and perform all of the Obligations according to their terms.
2. All of the existing Collateral is valid and subsisting in full force and effect to such Grantor's knowledge, and such Grantor owns sole, full, and clear title thereto, subject only to Permitted Liens, and has the right and power to grant the security interests granted hereunder. Such Grantor will, at such Grantor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever except the security interests granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto and Permitted Liens.
3. Such Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Agent or otherwise in connection with Permitted Liens, or otherwise dispose of any of the Collateral except as expressly permitted pursuant to the Loan Agreement or otherwise with the prior written consent of Agent.

4. Such Grantor will, at such Grantor's expense, perform all acts and execute all documents requested at any time by Agent to evidence, perfect, maintain, record, or enforce the security

interest in the Collateral granted hereunder or to otherwise further the provisions of this Trademark Security Agreement. Such Grantor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed (if applicable) only by Agent. Such Grantor further authorizes Agent to have this and any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

5. Such Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Agent five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

6. Agent may, in its sole discretion, pay any amount or do any act which such Grantor fails to pay or do as required hereunder or as requested by Agent to maintain and preserve the Collateral, defend, protect, record or enforce the Obligations, the Collateral or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Such Grantor will be liable to Agent for any such payment, which payment shall be deemed a Loan under the Loan Agreement, and shall be payable on demand together with interest at the rate set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

7. As of the date hereof, such Grantor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto.

8. Such Grantor shall notify Agent in writing of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Agent, such Grantor shall execute and deliver to Agent any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Agent to evidence the security interest of Agent in such Trademark.

9. Such Grantor has not abandoned any of the Trademarks material to the conduct of the business of such Grantor and such Grantor will not do any act, nor omit to do any act, whereby such material Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Such Grantor shall notify Agent immediately if it knows or has reason to know of any reason why any application, registration, or recording of any such material Trademark may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

10. Such Grantor will render any assistance, as Agent may reasonably determine is necessary, to Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the material Trademarks as such Grantor's exclusive property, subject to Permitted Liens, and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

11. Such Grantor will promptly notify Agent if such Grantor (or any affiliate or subsidiary thereof) learns of any use by any Person of any term or design likely to cause confusion with any Trademark. If requested by Agent, such Grantor, at its expense, shall join with Agent in such action as Agent, in Agent's discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks.

12. Such Grantor assumes all responsibility and liability arising from the use of the Trademarks and such Grantor hereby indemnifies and holds Agent, the Lenders and their respective Affiliates (each, an "Indemnitee") harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by such Grantor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by such Grantor (or any affiliate or subsidiary thereof), except to the extent such claim, suit, loss, damage or expense is the result of such Indemnitee's gross negligence or willful misconduct, as determined by a final, non-appealable judgment by a court of competent jurisdiction.

13. In any action or proceeding instituted by Agent in connection with any matters arising at any time out of or with respect to this Trademark Security Agreement, such Grantor will not interpose any counterclaim of any nature.

14. Agent hereby grants to such Grantor the exclusive nontransferable right and license to use the Trademarks and the goodwill of the business symbolized by the marks for such Grantor's own benefit; provided, that, upon the occurrence and during the continuance of an Event of Default, such Grantor shall use such Trademarks and goodwill for Agent's benefit. Such Grantor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Trademark Security Agreement and will not change the quality of the products associated with the Trademarks without the Agent's prior written consent.

D. EVENTS OF DEFAULT.

The occurrence or existence of any Event of Default, as such term is defined in the Loan Agreement, is referred to herein individually as an "Event of Default" and, collectively, as "Events of Default".

E. RIGHTS AND REMEDIES.

Upon the occurrence and during the continuance of any Event of Default, in addition to all other rights and remedies of Agent, whether provided under law, the Agreements or otherwise, and after expiration of any grace period, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, any Grantor except as such notice or consent is expressly provided for hereunder.

1. Agent may require that neither any Grantor nor any affiliate or subsidiary of any Grantor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-progress or rendering of services in connection with enforcing any other security interest granted to Agent by the Grantors, respectively, or any Subsidiary or Affiliate of a Grantor.

2. Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and Canada.

3. Agent may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Agent agrees to provide Borrower Agent with ten (10) days prior written notice of any proposed assignment, sale or other disposition of the

Collateral. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in Agent's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Grantors shall be jointly and severally liable for any deficiency.

4. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph E.3 hereof, Agent may at any time execute and deliver on behalf of a Grantor, pursuant to the authority granted in the Powers of Attorney described in subparagraph C.5 hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Each Grantor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

5. Agent may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral in the order described in Section 5.6 of the Loan Agreement. Grantors shall remain jointly and severally liable to Agent for any expenses or obligations remaining unpaid after the application of such proceeds, and Grantors will pay Agent on demand any such unpaid amount, together with interest at the rate set forth in the Loan Agreement.

6. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence and during the continuance of an Event of Default, each Grantor shall supply to Agent or Agent's designee such Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and such Grantor's customer lists and other records relating to the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under law, the Agreements, this Trademark Security Agreement, or otherwise, shall be cumulative and none are exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

F. MISCELLANEOUS.

1. Any failure or delay by Agent to require strict performance by a Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Agent's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Agent, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Agent and directed to a Grantor, specifying such waiver.

2. Notices and other communications provided for herein shall be in the manner and at the addresses set forth in, and otherwise in accordance with, Section 14.3 of the Loan Agreement.

3. In the event any term or provision of this Trademark Security Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

4. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Trademark Security Agreement.

5. This Trademark Security Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Trademark Security Agreement signed by the party to be charged thereby.

6. The security interest granted to Agent shall terminate and the Collateral will be reassigned to Grantors, respectively, at Grantors' sole expense, upon termination of the Loan Agreement and indefeasible payment in full to Agent and Lenders of all Obligations thereunder (other than unasserted indemnification rights which, by their terms survive termination of this Trademark Security Agreement or any other Loan Document).

7. The validity, interpretation and effect of this Trademark Security Agreement shall be governed by the laws of the United States of America and the laws of the State of New York. Each Grantor hereby irrevocably submits and consents to the nonexclusive jurisdiction of the State and Federal Courts located in the State of New York any other State where any Collateral is located with respect to any action or proceeding arising out of this Trademark Security Agreement, the Obligations, or any matter arising therefrom or relating thereto. In any such action or proceeding, each Grantor waives personal service of the summons and complaint or other process and papers therein and agrees that the service thereof may be made by mail directed to such Grantor at the address for notices thereto set forth in the Loan Agreement, service to be deemed complete five (5) days after mailing, or as permitted under the rules of either of said Courts. Any such action or proceeding commenced by a Grantor against Agent will be litigated only in a Federal Court located in the Southern District of New York, or a New York State Court located in New York County and each Grantor waives any objection based on forum non conveniens and any objection to venue in connection therewith.

8. The parties hereto waive trial by jury in any action or proceeding of any kind or nature in any court whether arising out of, under or by reason of this Trademark Security Agreement, the other Agreements or any matter or proceeding relating thereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Grantor and Agent have executed this Trademark Security Agreement as of the day and year first above written.

PERSEUS BOOKS, L.L.C.

By: DC
Name: Dina Steinberg
Title: President + CEO

PERSEUS BASIC BOOKS, L.L.C.

By: DC
Name: Dina Steinberg
Title: President + CEO

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, each Grantor and Agent have executed this Trademark Security Agreement as of the day and year first above written.

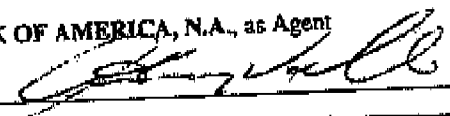
PERSEUS BOOKS, L.L.C.

By: _____
Name: _____
Title: _____

PERSEUS BASIC BOOKS, L.L.C.

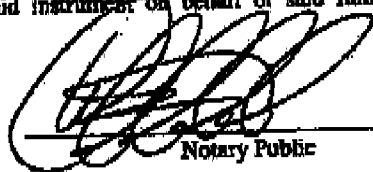
By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A., as Agent

By: 
Name: _____
Title: SVP

STATE OF New York)
COUNTY OF New York) ss.:

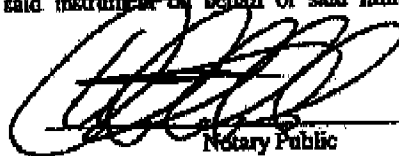
On this 31 day of March, 2009, before me personally came David Steinberger to me known, who being duly sworn, did depose and say, that he is the President CEO of Perseus Books, L.L.C., the limited liability company described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said limited liability company.


Notary Public

MICHAEL R. STEWART
Notary Public, State of New York
No. 01ST8047403
Qualified in Kings County
Commission Expires 08-28-20 10

STATE OF New York)
COUNTY OF New York) ss.:

On this 31 day of March, 2009, before me personally came David Steinberger to me known, who being duly sworn, did depose and say, that he is the President + CEO of Perseus Basic Books, L.L.C., the limited liability company described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said limited liability company.


Notary Public

MICHAEL R. STEWART
Notary Public, State of New York
No. 01ST8047403
Qualified in Kings County
Commission Expires 08-28-20 10

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this _____ day of _____, 2009, before me personally came _____ to me known, who being duly sworn, did depose and say, that he is the _____ of Bank of America, N.A., the national banking association described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said banking association.

Notary Public

Acknowledgment to Trademark Security Agreement

TRADEMARK

REEL: 003963 FRAME: 0846

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2009, before me personally came _____ of _____ to me known, who being duly sworn, did depose and say, that he is the _____ of Perscus Books, L.L.C., the limited liability company described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said limited liability company.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2009, before me personally came _____ of _____ to me known, who being duly sworn, did depose and say, that he is the _____ of Perscus Basic Books, L.L.C., the limited liability company described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said limited liability company.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 1 day of April, 2009, before me personally came Anthony Vassallo to me known, who being duly sworn, did depose and say, that he is the SVP of Bank of America, N.A., the national banking association described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said banking association.



Notary Public

Acknowledgment to Trademark Security Agreement

TRADEMARK
REEL: 003963 FRAME: 0847

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2009, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of Perseus Books, L.L.C., the limited liability company described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said limited liability company.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2009, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of Perseus Basic Books, L.L.C., the limited liability company described in and which executed the foregoing instrument; and that he is authorized to execute said instrument on behalf of said limited liability company.

Notary Public

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Applications

<u>Trademark</u>	<u>Owner</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
A PATIENT-EXPERT WALKS YOU THROUGH EVERYTHING YOU NEED TO LEARN AND DO	Perseus Books, L.L.C.	2738311	15-Jul-2003
Avalon Logo	Perseus Books, L.L.C.	2534293	29-Jan-2002
AVALON PUBLISHING GROUP	Perseus Books, L.L.C.	3510332	07-Oct-2008
BASIC BOOKS	Perseus Books, L.L.C.	329789	11-May-2001
BASIC BOOKS	Perseus Basic Books, L.L.C.	1280717	05-Jun-1984
BASIC BOOKS A MEMBER OF THE PERSEUS BOOKS GROUP	Perseus Basic Books, L.L.C.	2427936	13-Feb-2001
BASIC BOOKS and Design	Perseus Basic Books, L.L.C.	2335398	28-Mar-2000
BLUE MOON BOOKS	Perseus Books, L.L.C.	2536692	05-Feb-2002
BUSY BLOCK BOOKS	Perseus Books, L.L.C.	2602663	30-Jul-2002
BLUE MOON	Perseus Books, L.L.C.	1517179	20-Dec-1988
BLUE MOON & Design	Perseus Books, L.L.C.	1520899	17-Jan-1989
CARROLL & GRAF	Perseus Books, L.L.C.	2536691	05-Feb-2002
CONSTELLATION	Perseus Books, L.L.C.		Pending
FOGHORN OUTDOORS	Perseus Books, L.L.C.	2519743	18-Dec-2001
MAMMOTH	Perseus Books, L.L.C.	2080885	22-Jul-1997
MARLOWE & COMPANY	Perseus Books, L.L.C.	2051121	08-Apr-1997

<u>Trademark</u>	<u>Owner</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
MOON HANDBOOKS	Perseus Books, L.L.C.	2569558	14-May-2002
PERSEUS BOOKS	Perseus Books Group, L.L.C.	974873	06-Mar-2000
PERSEUS BOOKS	Perseus Books, L.L.C.	2342323	18-Apr-2000
PERSEUS BOOKS GROUP	Perseus Books Group, L.L.C.	974865	06-Mar-2000
PERSEUS BOOKS GROUP	Perseus Books, L.L.C.	2342330	18-Apr-2000
RUNNING PRESS	Perseus Books, L.L.C.	1799313	19-Oct-1993
SEAL PRESS	Perseus Books, L.L.C.	2891892	02-Nov-2004
SEAL PRESS	Perseus Books, L.L.C.	2899743	02-Nov-2004
SEAL PRESS LOGO	Perseus Books, L.L.C.	2899744	02-Nov-2004
THE FIRST YEAR	Perseus Books, L.L.C.	2855365	15-Jun-2004
THUNDER'S MOUTH PRESS	Perseus Books, L.L.C.	2624460	24-Sep-2002

SCHEDULE B
to
TRADEMARK SECURITY AGREEMENT

Permitted Licenses

None.