

FORM PTO-1594 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Honorable Commissioner of Paten

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red original documents or copy thereof.

1. Name of conveying party(ies):

CME Information Services, Inc. (formerly known as CME Conference Video, Inc.)

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

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

3. Nature of conveyance:

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

Execution Date: 5/1/98

2. Name and address of receiving party(ies)

Name: Banc One Capital Partners, LLC

Internal Address:

Street Address: 150 E. Gay St., 24th Floor

City: Columbus State: OH ZIP: 43215

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other limited liability company

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 X No

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

A. Trademark Application No.(s)

- 74/628,974, 75/007,484, 75/276,811, 75/278,197

B. Trademark Registration No.(s)

- 1,840,131, 2,033,168, 2,049,941

Additional numbers attached? Yes X No

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

Name: Mark S. Totten

Internal Address:

Street Address: 150 E. Gay St., 24th Floor

City: Columbus State: OH ZIP: 43215

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

07/08/1998 DCDATES 00000055 74628974

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01 FC:481 40.00 OP, 03 FC:482 150.00 OP

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.

Mark S. Totten Name of Person Signing

Signature

6/30/98 Date

Total number of pages including cover sheet, attachments, and document: 10

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

| <b><u>MARK</u></b>       | <b><u>SERIAL NO.</u></b> |
|--------------------------|--------------------------|
| <b><u>REG. NO.</u></b>   | <b><u>REG. DATE</u></b>  |
| CME Video (Stylized)     |                          |
| 1,840,131                | 06/14/94                 |
| CME Information Services | 74/663,225               |
| 2,033,168                | 01/21/97                 |
| MEDEVENTS                | 74/735,267               |
| 2,049,941                | 04/01/97                 |

**U.S. TRADEMARK APPLICATIONS**

**MARK**  
**SERIAL NO. FILING DATE**

|                      |            |
|----------------------|------------|
| SOUNDCME             | 74/628,974 |
| 02/02/95             |            |
| CME Video (Stylized) |            |
| 75/007,484           | 10/18/95   |
| SOUNDROUNDS          |            |
| 75/276,811           | 04/17/97   |
| SPECIALTY REVIEW     |            |
| 75/278,197           | 04/21/97   |

## TRADEMARK SECURITY AGREEMENT

This is a TRADEMARK SECURITY AGREEMENT made as of May 1, 1998 ("Agreement"), with an effective date of October 28, 1996, by and between CME Information Services, Inc. (formerly known as CME Conference Video, Inc.), a corporation organized and existing under the laws of the State of New Jersey, having its principal place of business at 2000 Crawford Place, Suite 100, Mount Laurel, New Jersey 08054 (hereinafter called "CME"), Summit Bank (as successor in interest to United Jersey Bank), a national banking association with an address of 1800 Chapel Avenue West, Cherry Hill, New Jersey 08002 (the "Bank"); Banc One Capital Partners, LLC (as successor in interest to Banc One Capital Partners L.P.) ("BOCP"), an Ohio limited liability company; and CEO Venture Fund II ("CEO"), a Pennsylvania limited partnership.

### RECITALS:

A. CME has heretofore executed and delivered to the Bank certain promissory notes, loan agreements and security documents dated as of March 1, 1996; June 29, 1996; October 28, 1996; and May 30, 1997 (collectively, the "Loan Documents"), pursuant to which the Bank has made, or may in the future make, certain loans to CME. In order to induce the Bank to extend credit to CME, CME has agreed to grant the Bank, as security for all obligations owed by CME to the Bank (including without limitation those obligations arising under the Loan Documents), a lien on and security interest in all of CME's personal property and assets, including but not limited to certain trademark and service mark rights owned by CME.

B. CME and the Bank executed a Trademark Collateral Assignment, dated October 28, 1996 (the "Trademark Assignment"), in connection with the Loan Documents;

C. CME and the Bank rescinded the Trademark Assignment and simultaneously, nunc pro tunc as of October 28, 1996, hereby replace it with a Trademark Security Agreement dated October \_\_, 1997, effective October 28, 1997;

D. CME has heretofore executed and delivered to BOCP and CEO certain Senior Subordinated Notes ("Notes"), Note and Warrant Purchase Agreement and security documents all dated as of August 13, 1997 ("Purchase Documents"). In order to induce BOCP and CEO to purchase the Notes and execute and deliver the Purchase Documents, CME has agreed to grant to BOCP, as agent for BOCP and CEO, as security for all obligations owed by CME to BOCP (including without limitation those obligations arising under the Purchase Documents), a lien on and security interest in all of CME's personal property and assets, including but not limited to certain trademark and service mark rights owned by CME.

E. As provided for in a Collateral Agency Agreement with respect to this Agreement dated as of August 13, 1997, as amended or restated from time-to-time, by and between BOCP and CEO, BOCP will act as the agent for itself and CEO under this Agreement, the Intercreditor

Agreement, and the Security Documents. In such capacity, BOCP, together with its successors and assigns, is referred to as the "Agent".

F. The Bank, BOCP, and CEO entered into an Intercreditor Agreement dated as of August 13, 1997, in which BOCP and CEO acknowledged and agreed that CME's obligations to BOCP and CEO are subordinate to certain obligations of CME owed to the Bank (the "Intercreditor Agreement"). The Bank, BOCP, and CEO desire to confirm the continuing validity of the Intercreditor Agreement, and their priorities in and to the Collateral as set forth therein.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agrees as follows:

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Intercreditor Agreement.

2. **Granting Clause.** CME hereby grants unto Agent a security interest in:

- (a) the United States trademarks, trademark registrations, and trademark applications listed in Schedule A hereto;
- (b) all registrations of the said trademarks owned by CME in any State of the United States and any foreign countries or localities;
- (c) all renewals of said trademark registrations;
- (d) all trade names owned by CME;
- (e) all elements of package or trade dress of goods owned by CME;
- (f) the right to sue for past, present and future infringements and the proceeds therefrom; and
- (g) the goodwill of CME's business connected with and symbolized by the said trademarks, trade names and package or trade dress.

(the assets enumerated in sub-paragraphs (a) through (e) being herein collectively called the "Collateral"), as well as the proceeds of the Collateral. The security interest granted hereby to Agent is for the benefit of BOCP and CEO under the Purchase Documents.

Provided, however, that nothing herein contained shall relieve CME from the performance of any covenant, agreement or obligation on CME's part to be performed under any license agreement presently in effect or hereafter entered into by CME licensing the use of the Collateral

or any part thereof or from any liability to any licensee under any such license agreement or other party or impose any liability on Agent for the acts or omissions of CME in connection with any such license or license agreement.

3. **Indebtedness Secured; Etc.** This Agreement secures CME's Obligations to BOCB and CEO under the Purchase Documents. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of Paragraph 11 hereof.

4. **Representation and Warranties.** CME hereby represents and warrants that, except for the security interest granted to Agent hereby, and except for the interest of the Bank in the Collateral as described in the Intercreditor Agreement, CME is the owner of all Collateral, free and clear of all liens, charges, encumbrances, setoffs, defenses and counterclaims of whatsoever kind or nature (except as permitted by the Purchase Documents), and has made and will make no assignment, pledge, mortgage, hypothecation or transfer of any Collateral or of the proceeds thereof; that the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on CME, including any license agreement relating to the Collateral or any part thereof; that, except as heretofore disclosed to the Agent in writing, there are no legal actions or administration proceedings pending or threatened before any court or administrative agency involving the Collateral, or any part thereof; and that CME will defend its title to the Collateral against the claims of all persons whomsoever.

5. **Use and Ownership Prior to Default.** Unless and until an Event of Default (as defined in the Purchase Documents) shall occur and be continuing, CME shall retain the legal and equitable title to the Collateral, and shall have the right to use the Collateral in its ordinary course of business, but shall not be permitted to sell, assign, transfer or otherwise encumber the Collateral or any part thereof; provided, however, that nothing herein contained shall prohibit CME from failing to renew or otherwise abandoning any item included within the Collateral if, in CME's good faith judgment, the retention of such items is not material to the proper conduct of CME's business, except that CME shall not permit the expiration or cancellation of registrations of trademarks in the United States Patent Office, listed in Schedule A hereto, without the prior written consent of Agent, which consent shall not be unreasonably withheld.

6. **Remedies on Default.** Upon the occurrence of an Event of Default, the Agent shall be entitled to exercise in respect to the Collateral all of the rights and remedies available to a secured party upon default under the Uniform Commercial Code in New Jersey at that time, and, in addition thereto, the rights and remedies as might be provided for by law. In the event of the sale of the Collateral, or any part thereof, the Agent shall give CME reasonable notice of the time and place of any public sale thereof or of the time and place of any private sale or other intended disposition thereof. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is mailed, by registered mail, postage prepaid, to CME at its address set forth on the first page hereof or such other address as CME may by notice have furnished the Agent in writing for such purpose, at least ten (10) days prior to the time of such sale or other intended disposition. CME

will, in the event of such sale, duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of the purchaser, including valid, recordable assignments of all trademark registrations and all assignable trademark registration applications (i.e., use-based applications and intent-to-use based applications as to which a Statement of Use or Amendment to Allege Use has been filed and accepted) listed in Schedule A hereof. In the event that CME should then fail or refuse to execute and deliver any or all documents necessary or advisable to record title to the Collateral in the name of the purchaser, CME does hereby irrevocably appoint the Agent its Attorney-in-Fact to execute any or all of such documents on CME's behalf.

If CME shall fail to do any act or thing which it has covenanted to do hereunder or any representation or warranty of CME shall be breached, the Agent may (but shall not be obligated to) do such act or thing or cause it to be done or remedy any such breach and there shall be added to the liability of CME hereunder the cost or expense incurred by the Agent in so doing, and any and all amounts expended by the Agent in taking any such action shall be repayable to it upon its demand to CME thereof and shall bear interest at the same rate which would apply to such amounts if they were advances under the Purchase Documents, from and including the date advanced to the date of repayment.

7. **Application of Proceeds.** All proceeds of Collateral shall be applied as provided in the Purchase Documents and in the Intercreditor Agreement.

8. **Purchasers of Collateral.** Upon any sale of Collateral by the Agent hereunder (whether under power of sale herein granted, pursuant to judicial process or otherwise), the receipt of the proceeds by the Agent or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Bank or such officer or be answerable in any way for the misapplication or nonapplication thereof.

9. **Indemnity.** CME agrees to indemnify and hold the Agent harmless from and against any and all claims, demands, losses, judgments and liabilities (including liabilities for penalties) of whatsoever kind or nature, and to reimburse the Agent for all costs and expenses, including attorney's fees, growing out of or resulting from this Agreement, or the exercise by the Agent of any right or remedy granted to it hereunder. In no event shall the Agent be liable for any matter in connection with this Agreement, other than to account for monies actually received by it in accordance with the terms hereof.

10. **Further Assurances.** CME agrees that it will join with the Agent in executing and, at its own expense, file and refile under the Uniform Commercial Code such financing statements, continuation statements and other documents in such offices as the Bank may reasonably deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve the Agent's security interest in the Collateral, and hereby authorizes the Bank to file financing statements and amendments thereto relative to all or any part of the Collateral without the signature

of CME where permitted by law, and agrees to do such further acts and things and execute and deliver to the Agent such additional conveyances, assignments, agreements and instruments as the Agent may require to deem advisable to carry into effect the purpose of this Agreement or to better assure and confirm unto the Agent its rights, powers and remedies hereunder.

11. **Termination.** This Agreement, and the security interest of the Agent hereunder, shall terminate when all indebtedness secured hereby has been fully paid and satisfied, at which time the Agent shall release to CME its security interest in the Collateral and, if requested by CME, shall execute and file in each office in which any financing statement or assignment relative to the Collateral, or any part thereof, shall have been filed, a termination statement, assignment or other appropriate instrument releasing the Agent's interest therein, all without recourse upon warranty by the Agent and at the cost and expense of CME.

12. **Notices.** Any notices required or permitted under this Agreement shall be effective upon receipt and shall be given by facsimile or overnight courier to the following addresses unless such addresses are changed by notice given as provided herein.

**If to the Bank:**

Summit Bank  
70 Walnut Street  
Cranford, NJ 07016  
ATTENTION: Bud MacKellar  
Telephone: (609) 734-4652  
Telefax: (609) 734-4677

**If to BOCP:**

Banc One Capital Partners LLC  
150 East Gay Street, 24th Floor  
Columbus, Ohio 43215  
ATTENTION: James H. Wolfe  
Telephone: (614) 217-1291  
Telefax: (614) 217-0192

**If to CEO:**

CEO Venture Fund II  
c/o Colker and Newlin Management Associates II  
2000 Technology Drive, Suite 160  
Pittsburgh, PA 15219  
ATTENTION: General Counsel

Telephone: (412) 687-3451  
Telefax: (412) 687-8139

**If to CME:**

CME Information Services, Inc.  
2000 Crawford Place, Suite 100  
Mount Laurel, New Jersey 08054  
ATTENTION: General Counsel  
Telephone: (609) 866-9100  
Telefax: (609) 866-1228

13. **Modification of Schedule A.** CME authorizes the Agent to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications obtained by CME after the date hereof. Each year, on or before the anniversary date of this Agreement, CME shall provide written notice to the Agent of all trademarks, trademark registrations, and trademark applications to be added to Schedule A.

14. **Continued Validity of Intercreditor Agreement.** The Bank, BOCP, and CEO acknowledge and agree that the execution of this Agreement shall not affect the terms of the Intercreditor Agreement, or the relative priorities in the Collateral of the Bank, BOCP, and CEO as set forth therein. The Bank, BOCP, and CEO further agree that this Agreement shall be included in the definition of "Subordinated Security Documents" set forth in the Intercreditor Agreement, and treated for all purposes thereunder as a Subordinated Security Document and/or "Subordinated Document" as set forth therein.

15. **Governing Law; Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the legal representatives, successors and assigns of the respective parties hereto, and shall be governed by and interpreted in accordance with the internal laws (as opposed to the conflict of laws provisions) of the State of Ohio. This Agreement shall be applicable both before and after the filing of any petition by or against CME under the bankruptcy code.

16. **Entire Agreement.** The section titles contained in this Agreement are and shall be without substance or meaning or content of any kind whatsoever, and are not part of the Agreement between the parties. This Agreement contains the entire agreement between the parties with respect to the matters set forth herein and may not be altered, modified, or amended in any respect, nor may any right, power or privilege of any party hereunder be waived, released or discharged except upon execution by all parties of a written instrument so providing. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby and such provision of this Agreement shall be severable in any such instance.



17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall be deemed to constitute a single document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers as of the date first above written.

**CME INFORMATION SERVICES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SUMMIT BANK**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BANC ONE CAPITAL PARTNERS LLC**

By: Banc One Capital Partners Holdings Ltd., Manager

By: BOCP Holdings Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Authorized Signer

**CEO VENTURE FUND II**

By: Colker and Newlin Management Associates II, General Partner

By:  \_\_\_\_\_

Name: William R. Newlin

Title: Managing General Partner

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall be deemed to constitute a single document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers as of the date first above written.

**CME INFORMATION SERVICES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SUMMIT BANK**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BANC ONE CAPITAL PARTNERS LLC**

By: Banc One Capital Partners Holdings Ltd., Manager

By: BOCP Holdings Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Authorized Signer

**CEO VENTURE FUND II**

By: Colker and Newlin Management Associates II, General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Managing General Partner