FORM PTO-1594
1-31-92

R 08-07-1998 F

U.S. Department of Commerce
Patent and Trademark Office

100786810

Tab settings

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

1. Name of conveying party(ies):

First Union National Bank (as successor in Interest to Signet Bank/Virginia)
One First Union Center, 5th Floor
301 South College Street
Charlotte, NC 28288

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Federally Chartered, Federally-Insured Commercial Bank

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

2. Name and address of receiving party(ies):

Name: MCG Finance Corporation
Internal Address: Suite 800
Street Address: 1100 Wilson Boulevard
City: Arlington State: VA ZIP: 22209

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State of Delaware
Other

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:

MRD 7-31-98

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Assignment of Security Agreement

Execution Date: June 24, 1998

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

A. Trademark Application No.(s)

Additional numbers attached? Yes ☒ No ☐

B. Trademark registration No.(s)

POLLUTION ABSTRACTS	959,583
TOXICOLOGY ABSTRACTS	1,232,342
CONFERENCE PAPERS INDEX	1,234,079
CALCIFIED TISSUE ABSTRACTS	1,242,026
AQUATIC SCIENCES AND FISHERIES ABSTRACTS	1,242,028
CHEMORECEPTION ABSTRACTS	1,242,030
ECOLOGY ABSTRACTS	1,242,031
MICROBIOLOGY ABSTRACTS	1,242,032

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

Name: Lara A. Holzman, Esq.
Internal Address: Bryan Cave, LLP
Street Address: 245 Park Avenue
City: New York State: NY ZIP: 10167

6. Total number of applications and registrations involved 33

7. Total fee (37 CFR 3.41) $840.00

☒ Enclosed
☒ Authorized to be charged to deposit account if enclosed funds are insufficient

8. Deposit Account number

02-4467

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

40.00 DP
800.00 DP

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 Lara A. Holzman Signature [signature] Date: July 29 1998

Total number of pages comprising cover sheet: 17

TRADEMARK
REEL: 1765 FRAME: 0306

08/07/1998 TTON11 00000137 75583
01 C:481
02 C:482

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

ADDITIONAL TRADEMARK REGISTRATION NUMBERS:

ENTOMOLOGY ABSTRACTS	1,242,033
GENETICS ABSTRACTS	1,242,034
ASFA	1,242,029
ANIMAL BEHAVIOUR ABSTRACTS	1,242,775
OCEANIC ABSTRACTS	1,243,548
IEMEC	1,243,836
IMMUNOLOGY ABSTRACTS	1,247,660
VIROLOGY & AIDS ABSTRACTS	1,542,517
COMPACT CAMBRIDGE	1,568,065
ASFA	1,83[illegible],135
AQUATIC SCIENCES AND FISHERIES ABSTRACTS	1,832,635
POLLUTION ABSTRACTS	1,897,340
ISMEC	1,94[illegible],793
ENVIRONMENTAL ROUTENET	2,1[illegible],133
METALS ABSTRACTS	1,24[illegible],893
ALLOYS INDEX	1,2[illegible],523
METADEX	1,40[illegible],9[illegible]
POLYMERS/CERAMICS/ COMPOSITES ALERT	1,4[illegible],731
STEELS ALERT	1,446,345
ENGINEERED MATERIALS ABSTRACTS	1,49[illegible],750
NONFERROUS METALS ALERT	1,89[illegible],185
MATERIALS BUSINESS FILE	1,6[illegible],7[illegible]1
SEARCH-IN-PRINT	1,6[illegible],816
IRTN	1,8[illegible],524
THE HUMAN RESOURCE INFORMATION NETWORK	1,8[illegible],879

ASSIGNMENT OF

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "Assignment") is made and effective as of June 24, 1998, by and between **FIRST UNION NATIONAL BANK** (as successor in interest to Signet Bank and including any additional successor, assignee or transferee thereof, "Assignor") and **MCG FINANCE CORPORATION** (including any successor, participant, assignee or transferee thereof, "Assignee").

RECITALS

WHEREAS, Assignor and HRIN Corporation ("Grantor") have entered into a certain Intellectual Property Security Agreement dated as of May 21, 1996 (as amended from time to time, "IP Security Agreement"), a copy of which (including the schedules thereto setting forth with particularity the copyrights, trademarks, trademark applications and patents as to which the security interest is being assigned) is attached hereto as Exhibit A; and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of March 11, 1998 (as amended from time to time, including as amended to transfer the rights and obligations of the Buyer thereunder from MCG Credit Corporation to Assignee, "Purchase Agreement") pursuant to which Assignee has agreed to purchase certain loans and other assets from Assignor; and

WHEREAS, under the terms of the Purchase Agreement, Assignor also has agreed to assign its right, title and interest in and to the IP Security Agreement to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein and made a part hereof as though actually stated herein.

2. Assignment. Assignor hereby assigns all of its right, title and interest in and to the IP Security Agreement (and the security interests represented thereby) to Assignee.

3. Requested Recordation. Assignee authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Assignment is submitted) to file and record this Assignment (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Assignee's interest in the IP Security Agreement.

4. Further Assurances. Assignor hereby agrees to cooperate with Assignee and, from time to time, to execute and deliver such other documents, instruments and assignments and to do all such further acts and things as may be necessary or desirable to assign the IP Security Agreement (or the security interests thereunder) or otherwise to carry out the intent of the parties hereunder.

5. Miscellaneous. This Assignment has been entered into in conjunction with the provisions of the Purchase Agreement. In the event that any provisions of this

Assignment are deemed to conflict with the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Assignment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

[BALANCE OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

By: _____

FIRST UNION NATIONAL BANK
(Assignor)

By: _____
Name: _____
Title: _____

WITNESS:

By: _____

MCG FINANCE CORPORATION
(Assignee)

By: _____
Bryan J. Mitchell, Chief Executive Officer

ACKNOWLEDGMENT

~~STATE OF~~
~~DISTRICT~~ OF COLUMBIA SS
~~COUNTY OF~~

Before me, the undersigned, a Notary Public, on this 23rd day of June, 1998, personally appeared Bruce W. Sexton, to me known personally, who, being by me duly sworn, did say that he/she is the _____ of First Union National Bank, and that said instrument (i.e., the Assignment) was signed on behalf of said First Union National Bank by authority of its Board of Directors, and the said Bruce W. Sexton acknowledged said instrument to be his/her free act and deed.

Barbara M. Backus
Notary Public

My Commission Expires: _____

BARBARA M. BACKUS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 2002

ACKNOWLEDGEMENT

~~STATE OF~~
DISTRICT OF COLUMBIA : SS
~~COUNTY OF~~

Before me, the undersigned, a Notary Public, on this _____ day of June, 1998, personally appeared Bryan J. Mitchell, to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of **MCG FINANCE CORPORATION**, and that said instrument (i.e., the Assignment) was signed on behalf of said **MCG FINANCE CORPORATION** by authority of its Board of Directors, and the said Chief Executive Officer acknowledged said instrument to be his free act and deed.

Barbara M. Backus
Notary Public

My Commission Expires:_____

69504

BARBARA M. BACKUS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 2002

Exhibit A

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of May 21, 1996, by **HRIN CORPORATION** (including any successor or permitted assignee thereof, "Grantor"), in favor of **SIGNET BANK** (including any successor, participant, assignee or transferee thereof, "Lender").

RECITALS

WHEREAS, Grantor, and Cambridge Information Group, Inc., and Cambridge Scientific Abstracts, Limited Partnership, and Materials Information Corporation (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Lender for a credit facility consisting of a line of credit arrangement pursuant to which up to $7.2 million can be borrowed from time to time on a senior secured basis, and which line of credit in part may be converted to a term loan credit upon maturity of the line of credit; and

WHEREAS, pursuant to that certain Amended and Restated Credit Facility Agreement by and among Borrowers and Lender dated as of May 21, 1996 (as may be amended from time to time, "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Security Agreement by and between Grantor and Lender dated as of May 21, 1996 (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Lender; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Lender for purposes of securing the obligations to Lender under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lender pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Lender hereby agree as follows:

1. Grant. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on **Schedule A** attached hereto (collectively, the "Copyrights"); and

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REEL: 1765 FRAME: 0313

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on **Schedule B** attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on **Schedule C** attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Lender.

4. Power of Attorney. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

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(b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. At such time as all of the obligations secured hereby have been completely satisfied (unconditionally and indefeasibly) and any period during which any payments under any of the Loan Documents are subject to challenge or return has expired, Lender (at Grantor's request and expense) will execute and deliver to Grantor (without representation, warranty or recourse of any kind) an instrument, in writing, releasing the security interest in the Collateral acquired under this IP Security Agreement, subject to any disposition thereof which may have been made by Lender pursuant to this IP Security Agreement, the Security Agreement or the Credit Agreement.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

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TRADEMARK
REEL: 1765 FRAME: 0315

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

By: _____
Name: Barbara Inkellis
Title: Secretary

[CORPORATE SEAL]

HRIN CORPORATION (Grantor)

By: _____
Name: Robert N. Snyder
Title: President

Address: 7200 Wisconsin Avenue
Suite 601
Bethesda, MD 20814

Facsimile: (301) 961-6790

WITNESS:

_____

SIGNET BANK (Lender)

By: _____
Bryan J. Mitchell, Sr. Vice President

Address: 7799 Leesburg Pike
Suite 500
Falls Church, Virginia 22043

Facsimile: (703) 506-9712

140714

ACKNOWLEDGEMENT

STATE OF Maryland :
: SS
COUNTY OF Montgomery :

Before me, the undersigned, a Notary Public, on this 21st day of May, 1996, personally appeared **Robert N. Snyder** and **Barbara Inkellis** to me known personally, who, being by me duly sworn, did each separately say that he/she is the President and Secretary (respectively, as appropriate) of **HRIN Corporation**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said Cambridge Information Group, Inc. by authority of its Board of Directors, and the said President and Secretary each acknowledged said instrument to be his/her free act and deed.

Paula M. Veley
Notary Public

My Commission Expires: 5/1/99

ACKNOWLEDGEMENT

~~STATE~~ City OF Washington :
: SS
~~COUNTY~~ District OF Columbia :

Before me, the undersigned, a Notary Public, on this 21st day of May, 1996, personally appeared **Bryan J. Mitchell**, to me known personally, who, being by me duly sworn, did say that he is the **Senior Vice President** of **Signet Bank**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **Signet Bank** by authority of its Board of Directors (through its Credit Committee), and the said Bryan J. Mitchell acknowledged said instrument to be his free act and deed.

Julia E Windsor
Notary Public

My Commission Expires: 1-2-00

As Applicable to each Grantor

SCHEDULE A

3.5A CSA publishes many different abstracts journals, databases and other publications. These are all copyrighted by CSA (with the exception of the ASFA series and Ei series, as described below), and a notation to this effect is placed on the print product, the CD-ROM, the Internet Database Service, Environmental RouteNet, the online product, etc., as appropriate. CSA's databases are compilations, combinations, and subsets in electronic format of its print products. Some of these electronic compilations are five year products, some are ten year products, and some date back 20 and 30 years.

CSA regularly deposits with the Library of Congress its print publications, and when the Library of Congress specifically requests it, deposits electronic versions of its databases as well. CSA does not register its publications with the Library of Congress, however. The Materials Information publications had been registered with the Library of Congress by its previous owners, but CSA does not intend to continue this practice.

CSA's Aquatic Sciences & Fisheries ("ASFA") series, consisting of ASFA 1: Biological Sciences & Living Resources; ASFA 2: Ocean Technology, Policy & Non-Living Resources; ASFA 3: Aquatic Pollution & Environmental Quality; ASFA Aquaculture Abstracts; and ASFA Marine Biotechnology Abstracts, is produced under license from the Food and Agriculture Organization ("FAO"). FAO owns the copyright in the ASFA publications, on behalf of the ASFA Advisory Board. CSA is a member of the ASFA Advisory Board, by virtue of its license agreement with the FAO.

CSA's Computer Science & Engineering series, consisting of Computer & Information Systems Abstracts, Electronics & Communication Abstracts, Mechanical Engineering Abstracts, and Solid State/Superconductivity Abstracts, is produced in cooperation with Engineering Information, Inc. ("Ei"). Ei owns the copyright to the data contained in the Computer Science & Engineering publications from 1993 to the present. CSA also produces two other databases, Bioengineering and Environmental Engineering, with data from Ei. Ei owns the copyright in all that information as well.

SCHEDULE B

None

SCHEDULE C

HRIN owns search and retrieval software for the HRIN system called "Golden Retriever." This software is a trade secret and was developed in the summer of 1993. HRIN also licenses two customized software packages, Praxis International and GEJACK. These are accounting packages licensed to the Alpha 2100 unit.

CSA licenses WAIS search and retrieval software for the Internet Database Service. It has customized this software for its customers' use. CSA has also customized Basis Plus and Versa Comp software for the editorial production system, and Paradox for customer service. Finally, CSA has developed software to create magnetic tapes of the various databases that it sends to customers.

In addition to the WAIS, Basis Plus, Versa Comp and Paradox software mentioned above, CSA licenses STAR, Netscape Enterprise Server, Digital Unix, Windows 95, and Novell Network software, as well as programs typical for office use.

When an employee commences employment, he or she must sign an Employee Agreement that assigns all work product to the company that he or she works for and requires confidentiality.

CSA owns the following trademarks and service marks:

Registration Number	Registration Date	Trademark
959,583	05/22/73	POLLUTION ABSTRACTS
1,232,342	03/22/83	TOXICOLOGY ABSTRACTS
1,234,079	04/05/83	CONFERENCE PAPERS INDEX
1,242,026	06/14/83	CALCIFIED TISSUE ABSTRACTS
1,242,028	06/14/83	AQUATIC SCIENCES AND FISHERIES ABSTRACTS
1,242,030	06/14/83	CHEMORECEPTION ABSTRACTS
1,242,031	06/14/83	ECOLOGY ABSTRACTS
1,242,032	06/14/83	MICROBIOLOGY ABSTRACTS
1,242,033	06/14/83	ENTOMOLOGY ABSTRACTS
1,242,034	06/14/83	GENETICS ABSTRACTS
1,242,029	06/14/83	ASFA
1,242,775	06/21/83	ANIMAL BEHAVIOUR ABSTRACTS
1,243,548	06/28/83	OCEANIC ABSTRACTS
1,243,836	06/28/83	ISMEC
1,247,660	08/09/83	IMMUNOLOGY ABSTRACTS

1,542,517	06/06/89	VIROLOGY & AIDS ABSTRACTS
1,568,066	11/28/89	COMPACT CAMBRIDGE
1,831,135	4/19/94	ASFA
1,832,635	4/26/94	AQUATIC SCIENCES & FISHERIES ABSTRACTS
1,897,340	6/6/95	POLLUTION ABSTRACTS
1,943,798	12/26/95	ISMEC
2,015,133	11/12/96	ENVIRONMENTAL ROUTENET
1,248,898	8/23/83	METALS ABSTRACTS
1,257,523	11/15/83	ALLOYS INDEX
1,400,950	7/15/86	METADEX
1,434,711	3/31/87	POLYMERS/CERAMICS/ COMPOSITES ALERT
1,446,345	7/7/87	STEELS ALERT
1,492,750	6/14/88	ENGINEERED MATERIALS ABSTRACTS
1,896,185	5/30/95	NONFERROUS METALS ALERT
1,625,751	12/4/90	MATERIALS BUSINESS FILE
1,656,816	9/10/91	SEARCH-IN-PRINT

The reason why some of the names listed above appear more than once is that CSA has trademarked the names in different media.

HRINC owns the following trademarks and service marks:

Registration Number	Registration Date	Trademark
1,828,524	3/29/94	HRIN
1,838,819	6/7/94	THE HUMAN RESOURCE INFORMATION NETWORK

Several applications for trademarks are currently pending at the Patent and Trademark Office. All of these relate to the Materials Information business. They are: Searchmore, Advanced Polymers Abstracts, Composites Industry Abstracts, and Engineered Materials Abstracts.