

12-17-1998

12-10-98

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

1. Name of conveying Party(ies):
Sociological Abstracts, LLC

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State
 Other Limited Liability Corporation

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 30, 1998

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 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

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

A. Trademark Application No.(s)		B. Trademark Registration No's
75/396,476	75/396,049	75/396,473
75/396,724	75/396,474	
75/395,871	75/396,721	
75/396,045	75/395,872	
75/396,048	75/396,475	

Additional numbers attached? Yes No

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

Name: Dana E. Stern

Internal Address: Bryan Cave LLP
Suite 700

12/14/1998 JSHADAZZ 00000156 75396476

01 FC:481 40.00 DP
02 FC:482 250.00 DP

Street Address: _____
700 13th Street, N.W.

City: Washington State: DC ZIP: 20005

6. Total Number of applications and registrations involved:..... 11

7. Total fee (37 CFR 3.41):.....\$ \$290.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number: _____

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

DO NOT USE THIS SPACE

9. State 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.

Dana E. Stern December 7, 1998

Name of Person Signing Signature Date

Total number of pages including this cover sheet and any attachments: 9

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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 September 30, 1998, by **SOCIOLOGICAL ABSTRACTS, LLC** (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG FINANCE CORPORATION (including any successor, participant, assignee, pledgee or transferee thereof, "Lender").

R E C I T A L S

WHEREAS, Grantor and certain related entities (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Lender for a credit facility consisting of a \$4.5 million line of credit arrangement and a \$5.0 million term loan credit arrangement; and

WHEREAS, pursuant to that certain Amended and Restated Credit Facility Agreement by and among Borrowers and Lender dated as of September 30, 1998 (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 September 30, 1998 (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 encumber certain intellectual property in favor of 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

(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

(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.

[BALANCE OF PAGE INTENTIONALLY BLANK]

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:

SOCIOLOGICAL ABSTRACTS, LLC
(Grantor)

By: Barbara Inkellis
Name: Barbara Inkellis
Title: Secretary

[SEAL]

By: Robert N. Snyder
Name: Robert N. Snyder
Title: Member

Address: 7200 Wisconsin Avenue
Suite 601
Bethesda, MD 20814

Facsimile: (301) 961-6790

WITNESS:

MCG FINANCE CORPORATION (Lender)

By: _____
Bryan J. Mitchell, President

Address: 1100 Wilson Boulevard
Suite 800
Arlington, Virginia 22209

Facsimile: (703) 247-7505

IPSA

TRADEMARK
REEL: 1827 FRAME: 0019

ACKNOWLEDGEMENT

STATE OF Maryland :
 : SS
COUNTY OF Montgomery :

Before me, the undersigned, a Notary Public, on this _____ day of September, 1998, 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 member and Secretary (respectively, as appropriate) of **Sociological Abstracts, LLC**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said Sociological Abstracts, LLC by authority of its _____, and the said member and Secretary each acknowledged said instrument to be his/her free act and deed.

Paula M. Keley
Notary Public

My Commission Expires: May 6, 1999

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:

SOCIOLOGICAL ABSTRACTS, LLC
(Grantor)

By:

Name: Barbara Inkellis

Title: _____

[SEAL]

By:

Name: Robert N. Snyder

Title: _____


Address: 7200 Wisconsin Avenue
Suite 601
Bethesda, MD 20814

Facsimile: (301) 961-6790

WITNESS:

MCG FINANCE CORPORATION (Lender)

By:



Bryan J. Mitchell, President

Address: 1100 Wilson Boulevard
Suite 800
Arlington, Virginia 22209

Facsimile: (703) 247-7505

IPSA

TRADEMARK
REEL: 1827 FRAME: 0021

ACKNOWLEDGEMENT

~~STATE OF~~ Washington, D.C. :
: SS
~~COUNTY OF~~ _____ :

Before me, the undersigned, a Notary Public, on this 30th day of September, 1998, personally appeared **Bryan J. Mitchell**, to me known personally, who, being by me duly sworn, did say that he is the **President of MCG Finance Corporation**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **MCG Finance Corporation** 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.

Phyllis T. Ferguson
Notary Public

My Commission Expires: _____

PHYLLIS T. FERGUSON
Notary Public, District of Columbia
My Commission Expires February 28, 2002

IP Security Agreement Schedules

Schedule A

Grantor does not register its publications with the US Copyright Office, although Grantor's predecessor-in-interest had done so.

Schedule B

None

Schedule C

Grantor's predecessor-in-interest files eleven trademark applications. Grantor is in the process of having them assigned to it on the records of the PTO. The marks and their serial numbers are as follows:

SA - 75/396,476

SOCIOLOGICAL ABSTRACTS - 75/396,724

SAI WEB SEARCH SERVICE - 75/395,871

SOCIOSEARCH - 75/396,045

SOCIOLOGY*EXPRESS - 75/396,048

LLBA DISC - 75/396,049

LLBA - 75/396,474

LINGUISTICS AND LANGUAGE BEHAVIOR ABSTRACTS - 75/396,721

SOCIOFILE - 75/395,872

SOPODA - 75/396,475

SOCIAL PLANNING/POLICY & DEVELOPMENT ABSTRACTS - 75/396,473