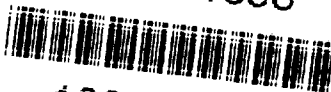


12-24-1998



100929140

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

*MRP*  
*12/16/98*

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Multex Systems, Inc.

10/8/98

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet National Bank

DBA/AKA/TA

Composed of

Address (line 1) One Federal Street

Address (line 2) Mail Stop: MA OF DOTA

Address (line 3) Boston Massachusetts 02110  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

12/23/1998 DNGUYEN 00000094 75249203

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 300.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1831 FRAME: 0686

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET TRADEMARKS - ATTACHMENT**

**Application Numbers**

75/110,651

75/110,653

75/110,654

75/110,665

**Mark**

MULTEXNET (stylized)

MULTEXNET (stylized)

WIRED TO WALL STREET

WIRED TO WALL STREET

**Certificate of Mailing**

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia, 22202-3513, on 12/16/99.

Date: 12/16/99

Neil L. Buckley

## CONDITIONAL TRADEMARK ASSIGNMENT

THIS CONDITIONAL TRADEMARK ASSIGNMENT dated as of October 8, 1998, is executed by MULTEX SYSTEMS, INC., a Delaware corporation with a principal place of business at 33 Maiden Lane, New York, New York 10038 ("Assignor") in favor of FLEET NATIONAL BANK, a national banking association organized under the laws of the United States having an office at One Federal Street, Mail Stop: MA OF DO7A, Boston, Massachusetts 02110, as Agent for itself and each of the other Lenders who are now or hereafter become parties to the hereinafter defined Loan Agreement ("Assignee").

WHEREAS, Assignee, Assignor and the Lenders are parties to a certain Loan Agreement of even date herewith (the "Loan Agreement") pursuant to which Lenders have agreed to make certain loans to Assignor; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Loan Agreement; and

WHEREAS, pursuant to the terms of a Security Agreement of even date herewith by and between Assignor and Assignee (as amended from time to time, the "Security Agreement"), Assignor has concurrently granted to Assignee a security interest in all of Assignor's assets to secure, inter alia, the payment and performance of the Obligations of Assignor to Assignee and/or the Lenders under the Loan Agreement; and

WHEREAS, To evidence and perfect the rights of Assignee as grantee of a security interest that has attached in certain of said assets as described below, Assignor has executed and delivered to Assignee this Conditional Trademark Assignment.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN:

1. Assignor does hereby conditionally assign, sell and transfer and grant unto Assignee for the ratable benefit of itself and the other Lenders all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each trademark and servicemark (whether registered or unregistered), and each registration thereof, and each trademark and servicemark registration application (whether federal or state, and whether foreign or domestic) owned by Assignor, including, without limitation, each such trademark, servicemark or trademark or servicemark registration application set forth on Schedule A, attached hereto and incorporated herein by reference, and all of the goodwill of the business connected with the use of, or symbolized by, each such trademark;

(ii) all products and proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of

any of the foregoing, with the right to sue and recover the same in the Assignee's own name and for its own use and behoove; and

(iii) the goodwill of Assignor's business symbolized by each of the foregoing;

(all of the foregoing, individually and collectively, the "Trademarks").

PROVIDED, HOWEVER, THAT ASSIGNOR'S RIGHTS IN THE TRADEMARKS SHALL CONTINUE UNTIL, AND ASSIGNEE SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THE TRADEMARKS UNTIL, AND ASSIGNEE SHALL BE ENTITLED TO EXERCISE ITS RIGHTS AND REMEDIES HEREUNDER IN AND WITH RESPECT TO THE TRADEMARKS ONLY UPON, SATISFACTION OF THE FOLLOWING CONDITIONS SUBSEQUENT:

(i) The occurrence and continuation of an Event of Default as defined in the Loan Agreement; or

(ii) The exercise by Assignee of any or all of its rights or remedies under the Security Agreement in respect of the Trademarks.

2. Assignor does hereby acknowledge, affirm and represent that:

(i) the rights and remedies of Assignee with respect to its interest in the Trademarks 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.

(ii) that nothing in this Conditional Trademark Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) Schedule A contains a true and complete record of (a) all registered (state, federal and international) trademarks and servicemarks in which Assignor has any interest and (b) all applications pending for registration of trademarks and servicemarks in which Assignor has any interest.

(iv) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(v) Each of the Trademarks is valid and enforceable.

(vi) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, licenses and covenants by Assignor not to sue third persons.

3. Assignor covenants that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without the Assignee's prior written consent.

4. Assignor covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any additional registered trademarks or servicemarks, or become entitled to the benefit of any registration applications for trademarks or servicemarks. the provisions of this Assignment shall automatically apply thereto and Assignor shall give to the Assignee prompt notice thereof in writing.

5. Assignor shall indemnify, defend and hold Assignee and each Lender, their respective affiliates and their respective directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed, incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment.

6. Assignor authorizes the Assignee to modify this Assignment by amending Schedule A to include any future trademarks, servicemarks, or trademark or servicemark applications of which Assignor may acquire an interest.

7. At such time as Assignor shall completely and finally satisfy all of the Obligations, the Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant to the Security Agreement.

IN WITNESS WHEREOF, Assignor as caused this Conditional Trademark Assignment to be duly executed by its duly authorized officer as of the date first set forth above.

MULTEX SYSTEMS, INC.

By: 

Philip Callaghan  
Chief Financial Officer

THE STATE OF NEW YORK )  
 )  
COUNTY OF New York )

ss

October 8, 1998

Then personally appeared the above-named Philip Callaghan, Chief Financial Officer of  
Multex Systems, Inc. and acknowledged the foregoing instrument to be his free act and deed,  
before me.

Frederic A. Cohen  
Notary Public  
My Commission Expires:

**FREDRIC A. COHEN**  
Notary Public, State of New York  
No. 02C06004301  
Qualified in Nassau County  
Commission Expires March 23, 2000

Trademarks for Client/Division: MULTEX SYSTEMS, INC.  
 Date of Report: 04/17/1998

Reg No.	City	Type	Status	Cur App Dt	Cur App No	Cur Reg Dt	Cur Reg No	Renewal	Expires
1-01	USA		Filed	02/27/1997	75/249,203				
Owner: MULTEX Agent: Class: 36 Goods: ELECTRONIC TRANSMISSION OF BUSINESS AND FINANCIAL INFORMATION ABOUT COMPANIES VIA MULTEX CORPORATE REGISTER									
1-01	USA		Registered	10/25/1993	74/450,567	12/31/1996	2,027,388	12/31/2006	12/31/2006
Owner: MULTEX Agent: Class: 9 Goods: SOFTWARE FOR USE IN PROVIDING ON-LINE COMPUTER NETWORK SERVICES CONSISTING OF MULTEX PUBLISHER									
1-01	USA		Registered	05/26/1996	75/110,602	04/22/1997	2,055,212	04/22/2007	04/22/2007
Owner: MULTEX Agent: Class: 36 Goods: ELECTRONIC TRANSMISSION OF INVESTMENT RESEARCH REPORTS AND RELATED FINANCIAL PUBLISHER									
1-01	USA		Filed	10/25/1993	74/450,566				
Owner: MULTEX Agent: Class: 38 Goods: PROVIDING WIDE AREA COMPUTER NETWORK SERVICES FOR OTHERS CONSISTING OF EBERMAN									
1-01	USA		Registered	05/26/1996	75/110,652	04/29/1997	2,057,355	04/29/2007	04/29/2007
Owner: MULTEX Agent: Class: 9 Goods: PROVIDING WIDE AREA NETWORK SERVICES FOR OTHERS CONSISTING OF COMMUNICATIONS EBERMAN									
1-01	USA		Filed	12/15/1993	74/471,075				
Owner: MULTEX Agent: Class: 38 Goods: PROVIDING WIDE AREA NETWORK SERVICES FOR OTHERS CONSISTING OF COMMUNICATIONS EBERMAN									
1-01	USA		Registered	12/15/1993	74/471,055	11/25/1997	2,116,510	11/25/2007	11/25/2007
Owner: MULTEX Agent: Class: 9 Goods: SOFTWARE FOR WIDE AREA NETWORK DOCUMENT DISTRIBUTION; SOFTWARE FOR COMPUTER EBERMAN									
1-01	USA		Registered	05/28/1996	75/110,664	04/29/1997	2,057,357	04/29/2007	04/29/2007
Owner: MULTEX Agent: Class: 36 Goods: ELECTRONIC TRANSMISSION OF BUSINESS AND FINANCIAL INFORMATION ABOUT COMPANIES VIA MULTEX									
1-01	USA		Registered	05/28/1996	75/110,650	05/06/1997	2,057,354	05/06/2007	05/06/2007
Owner: MULTEX Agent: Class: 36 Goods: ELECTRONIC TRANSMISSION OF INVESTMENT RESEARCH REPORTS AND RELATED FINANCIAL INFORMATION ABOUT COMPANIES VIA MULTEX (STYLIZED)									



1-01 USA Reg: 05/28/1996  
 Owner: MULTEX Agent: 75/110,651  
 Class & Type: IN 9 05/06/1997 2,059,489 05/06/2001 05/06/2007  
 Goods: COMPUTER SOFTWARE PROGRAMS FOR USE WITH ON-LINE DELIVERY OF INVESTMENT

1-01 USA Reg: 05/28/1996  
 Owner: MULTEX Agent: 75/110,654  
 Class & Type: IN 9 04/29/1997 2,057,356 04/29/2001 04/29/2007  
 Goods: COMPUTER SOFTWARE PROGRAMS FOR USE WITH ON-LINE DELIVERY OF INVESTMENT

31-01 USA Reg: 05/28/1996  
 Owner: MULTEX Agent: 75/110,665  
 Class & Type: IN 36  
 Goods: ON-LINE DELIVERY OF RESEARCH DOCUMENTS AND OTHER FINANCIAL DOCUMENTS

Neil L. Brodsky  
email: brodsknl@halslaw.com

December 16, 1998

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

Re: Multex Systems, Inc. Recordation of Security Interest in Trademarks

Dear Commissioner:

Enclosed for recordation in the United States Patent and Trademark Office are the following documents with respect to the security interest in certain trademarks granted to Fleet National Bank:

1. Recordation Form Cover Sheet;
2. Conditional Trademark Assignment;
3. Recordation fee for 13 properties paid by check no. 44010 for \$340.00;
4. Certificate of mailing dated December 16, 1998; and
5. Post card to be sent by the USPTO upon receipt of items 1-3.

Please contact me if there are any questions.

**Certificate of Mailing**

Very truly yours,

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia, 22202-3513, on 12/16/98.

*Neil L. Brodsky*  
Neil L. Brodsky

Date: 12/16/98 *Neil L. Brodsky*

Enclosures

cc: Daniel G. Head, Jr., Senior Vice President (w/o enclosures)  
Malcolm Farmer, III, Esquire (w/o enclosures)  
Paula K. Andrews, Esquire (w/o enclosures)