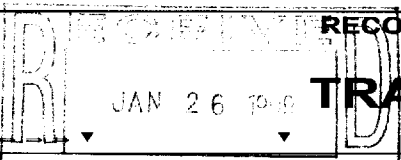


01-28-1999



TRADEMARKS ONLY



100952357

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):  
THE SANBORN LIBRARY, LLC

1.26.99

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

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

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other

Execution Date: December 29, 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)

75/287,266  
75/284,920  
75/284,919  
75/287,262

Additional numbers attached?  Yes  No

B. Trademark Registration No's

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  
~~01/27/1999 SBURNS 00000142 75267266~~

Street Address: 700 Thirteenth Street, N.W.

City: Washington                      State: D.C.                      ZIP: 20005

01 FC:481                              40.00 DP  
 02 FC:482                              75.00 DP

6. Total Number of applications and registrations involved:..... 4

7. Total fee (37 CFR 3.41):.....\$ 115.00

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                                                           January 13, 1999

Name of Person Signing                              Signature                              Date

Total number of pages including this cover sheet and any attachments: 10

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 December 29, 1998, by **THE SANBORN LIBRARY, LLC** (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG FINANCE CORPORATION (as assignee of certain of the assets of First Union National Bank and including any successor, participant, assignee, pledgee or transferee thereof, "Lender").

## R E C I T A L S

**WHEREAS**, e data resources, inc. ("EDR") and each of its direct and indirect subsidiaries (other than Grantor) (collectively, "Original Borrowers") have obtained a credit facility from Lender consisting of a \$6.75 million amended and restated term loan credit arrangement and an amended and restated reducing availability line of credit arrangement pursuant to which up to \$6.75 million can initially be borrowed from time to time (but which availability will decline periodically over the term of the credit arrangement); and

**WHEREAS**, Original Borrowers, Grantor (each, a "Borrower"; collectively, the "Borrowers") and Lender contemporaneously herewith are amending this credit facility (i) to add Grantor as a Borrower thereunder and (ii) to restructure various aspects of the credit arrangement; and

**WHEREAS**, pursuant to that certain Credit Facility Agreement by and among Original Borrowers and Lender dated as of June 20, 1996 (as amended prior to the date hereof, the "Original Credit Agreement"; as may be amended from time to time, including as amended on the date hereof to include Grantor as a Borrower, the "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 December, 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 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 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 (during the occurrence of a Default) , 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. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (1) the payment to Lender in full (unconditionally and indefeasibly) of the entire indebtedness and monetary obligations due hereunder and under the other Loan Documents, and (2) the termination of the Credit Agreement (and the Facilities thereunder), and (3) return and cancellation of any effective letters of credit issued by Lender for the account of Borrower. Upon any such termination, Lender (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Lender to evidence such termination.

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

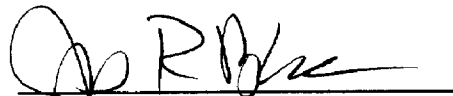
the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

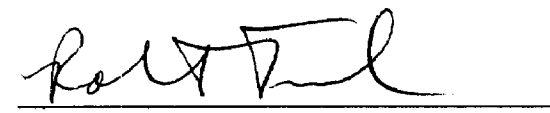
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IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

THE SANBORN LIBRARY, LLC (Grantor)

By:   
James R. Bleecker  
Ass't Secretary

By:   
Name: Robert Treat, III  
Title: Vice President

[CORPORATE SEAL]

Address: 3530 Post Road  
Southport, CT 06490

Facsimile: (203) 255-1976

WITNESS:

MCG FINANCE CORPORATION (Lender)

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

By: \_\_\_\_\_  
B. Hagen Saville, Executive Vice  
President


Address: 1100 Wilson Blvd.  
Suite 800  
Arlington, Virginia 22209

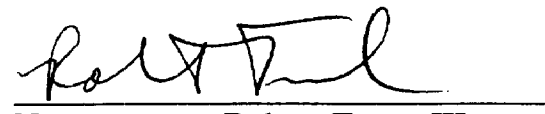
Facsimile: (703) 247-7505

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:

THE SANBORN LIBRARY, LLC (Grantor)

By:   
James R. Bleecker  
Ass't Secretary

By:   
Name: Robert Treat, III  
Title: Vice President

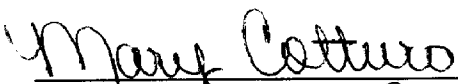
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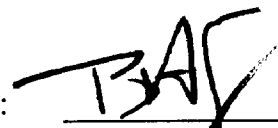
Address: 3530 Post Road  
Southport, CT 06490

Facsimile: (203) 255-1976

WITNESS:

MCG FINANCE CORPORATION (Lender)

By:   
Name: Mary Cotturo

By:   
B. Hagen Saville, Executive Vice  
President

Address: 1100 Wilson Blvd.  
Suite 800  
Arlington, Virginia 22209

Facsimile: (703) 247-7505


IPSA

TRADEMARK  
REEL: 1845 FRAME: 0025

**ACKNOWLEDGEMENT**

STATE OF CONNECTICUT :  
 : SS  
COUNTY OF FAIRFIELD :

Before me, the undersigned, a Notary Public, on this 21<sup>st</sup> day of December, 1998, personally appeared **Robert Treat, III** and **James R. Bleecker**, to me known personally, who, being by me duly sworn, did say that he is, respectively, the Vice President and Treasurer of **The Sanborn Library, LLC**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said The Sanborn Library, LLC by authority of its Member, and the said Robert Treat, III and James R. Bleecker acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 7/31/03





INTELLECTUAL PROPERTY SECURITY AGREEMENT – The Sanborn Library, LLC and  
MCG Finance Corporation

**Schedule A - Copyrights**

See attached and Schedule A to Intellectual Property Security Agreement of EDR Sanborn, Inc., as updated to date.

**Schedule B - Patents**

None

**Schedule C - Trademarks, Trade Names, Service Marks**

Pursuant to the merger of EDR Sanborn, Inc. with and into The Sanborn Library, LLC, the following License Agreements originally listed under EDR Sanborn, Inc. should be added:

1. License Agreement between e data resources, inc. and EDR Sanborn, Inc.
2. License Agreement between Environmental Data Resources, Inc. and EDR Sanborn, Inc.
3. License Agreement between The Sanborn Map Company, Inc. and EDR Sanborn, Inc.

The following trademarks should be added:

<u>Pending Trademark Applications</u>	<u>Country of Registration</u>	<u>Serial Number</u>	<u>Filing Date</u>
• Compass Rose			
• since 1866 NWSE & design	US	75/287,266	
• Sanborn	US	75/284,920	
• Sanborn Map	US	75/284,919	
• "Linking Technology with Tradition"	US	75/287,262	