

03-29-1999



Docket No.:

4229-G-6

Tab settings

To the Honorable Commissioner of Patents

100995106

Attached original documents or copy thereof.

1. Name of conveying party(ies):

ROBB REPORT, INC.

CORPORATION

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: February 19, 1999

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

Name: BHF-Bank Aktiengesellschaft

(Collateral Agent)

Street Address: 590 Madison Avenue

City: New York State: NY ZIP: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other German Joint Stock Company

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

75-385696 filed Nov. 6, 1997

B. Trademark Registration No.(s)

1,750,085 1,966,019

Additional numbers Yes No

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

Name: Virginia R. Richard

Internal Address: Kane, Dalsimer, Sullivan, Kurucz, Levy,
Eisele and Richard, LLP

Street Address: 711 Third Avenue, 20th Floor

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-0215 Order No. 4229-G-6

03/26/1999 JSHABAZZ 00000056 75385696

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 50.00 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.

Ronald E. Brown

Name of Person Signing

Ronald E. Brown
Signature

March 15, 1999

Date

Total number of pages including cover sheet, attachments, and

7

TRADEMARK

REEL: 1874 FRAME: 0853

3.22.99

TRADEMARK SECURITY AGREEMENT

WHEREAS, Robb Report, Inc., a Delaware corporation (herein referred to as "Grantor"), owns the Marks (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, certain lenders and BHF-Bank Aktiengesellschaft, as Administrative Agent and Arranger for such lenders (the "Lenders") are parties to a Credit Agreement of even date herewith (as the same may be amended from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended from time to time, the "Security Agreement"), between Grantor and BHF-Bank Aktiengesellschaft, as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Mark, including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and
- (ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future

infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby 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.

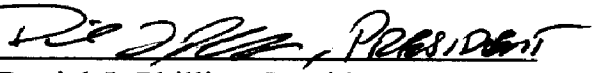
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323195.2
02625-00013

TRADEMARK
REEL: 1874 FRAME: 0855

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 19th day of February, 1999.

ROBB REPORT, INC.

By 
Daniel J. Phillips, President

Acknowledged:

BHF-BANK AKTIENGESELLSCHAFT,
as Collateral Agent

By _____
Name: Stephen B. Shelton
Title: Vice President

By _____
Name: Marcus W. Jacobson
Title: Assistant Treasurer

323195.2
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TRADEMARK
REEL: 1874 FRAME: 0856

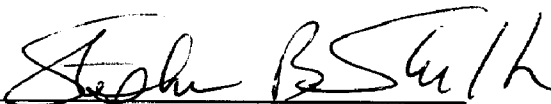
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 19th day of February, 1999.


ROBB REPORT, INC.

By _____
Name: Daniel J. Phillips
Title: President

Acknowledged:

BHF-BANK AKTIENGESELLSCHAFT,
as Collateral Agent

By 
Name: Stephen B. Shelton
Title: Vice President

By 
Name: Marcus W. ~~Jacobson~~ Jackson
Title: Assistant Treasurer

STATE OF MASSACHUSETTS

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COUNTY OF

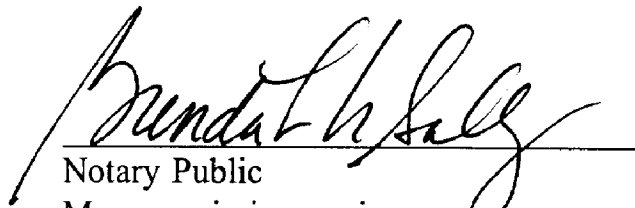
SUFFOLK

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ss.:

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On the 19th day of February, 1999 before me personally came Daniel J. Phillips to me personally known to me the person described in and who executed the foregoing instrument as President of Robb Report, Inc., who being by me duly sworn, did depose and say that he is President of Robb Report, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires:

[Seal]

BRENDA L. MCSALLY
NOTARY PUBLIC
My Commission Expires
January 21 2005

1. "The Robb Report"
Trademark Registration Number 1,750,085
2. "For the Affluent Lifestyle"
Trademark Registration Number 1,966,019
3. "For the Luxury Lifestyle"
Trademark Application Pending

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