

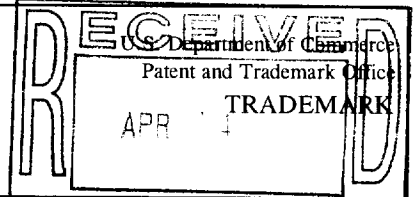
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04-21-1999

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



101015978  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



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

**Submission Type**

- New
- Resubmission  
Document ID #
- Correction of PTO Error  
Reel #                      Frame #
- Corrective Document  
Reel #                      Frame #

**Conveyance Type**

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

**Conveying Party**

Mark if additional names of conveying parties attached

Name                      HG-TCG, LLC

Formerly

Execution Date  
Month    Day    Year

- Individual     General Partnership     Limited Partnership     Corporation     Association
- Other                      Limited liability company
- Citizenship/State of Incorporation/Organization    Delaware

**Receiving Party**

Mark if additional names of receiving attached

Name                      Fleet National Bank

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)                      One Federal Street

Address (line 3)                      Boston                      City

MA  
State/Country

02110  
Zip Code

- Individual     General Partnership     Limited Partnership
- Corporation     Association
- Other                      National banking association
- Citizenship/State of Incorporation/Organization

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.)

04/20/1999 DNGUYEN 00000204 75351014

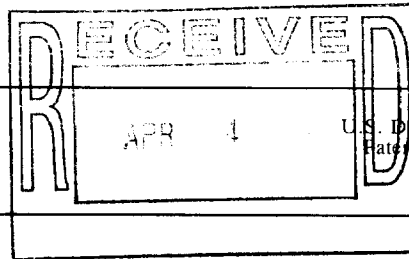
FOR OFFICE USE ONLY

01 FC:481                      40.00 OP  
02 FC:482                      200.00 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

TRADEMARK  
REEL: 1885 FRAME: 0821  
**REEL: 1885 FRAME: 0821**



**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 (617) 570-1292

Name Miriam J. Rovner  
Address (line 1) Goodwin, Procter & Hoar LLP  
Address (line 2) Exchange Place  
Address (line 3) 53 State Street  
Address (line 4) Boston, MA 02109-2881

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

# 8

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

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

Trademark Application Number(s)

Registration Number(s)

See Attached Schedule

See Attached Schedule

**Number of Properties** Enter the total number of properties involved

# 9

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 240.00

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:

# 07-1700

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.

Paul J. Verbesev

Name and Person Signing

*Paul J. Verbesev*  
Signature

4/17/99

Date Signed

Exhibit A

List of Trademarks

ITP LICENSING CORP.

<b>Trademark</b>	<b>Date Filed</b>	<b>Class</b>	<b>Serial/Reg. No.</b>
CERTIFICATION INSIDER	9/3/97	9	75-351014
CERTIFICATION INSIDER	9/3/97	16	75-368948
CERTIFICATION INSIDER	9/3/97	41	75-351015
CERTIFICATION INSIDER	9/3/97	42	75-351013
EXAM CRAM	12/10/98	9	75-603328
EXAM CRAM	12/10/98	16	75-603327
ONSITE	2/17/96	16	75-436529
NETSEEKER	6/12/95		74-687014
VISUAL DEVELOPER	9/21/95	16	74-732124

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of January 21, 1999 by **HG-TCG, LLC**, a Delaware limited liability company (the "Debtor"), to and with **FLEET NATIONAL BANK**, a national banking association, as agent (in such capacity, together with its successors and assigns in such capacity, the "Agent"), for the benefit of the financial institutions and other Persons which are or which become Lenders under, and as defined in, the Credit Agreement referred to below and any Hedging Lenders (collectively with the Lenders, the "Secured Parties").

### RECITALS

A. Haight Cross Communications, LLC, a Delaware limited liability company (the "Parent"), the Lenders, the Agent, and the Syndication Agent (in its former capacity thereunder as documentation agent) have entered into that certain Second Amended and Restated Credit Agreement dated as of June 30, 1998 (the "Second Amended and Restated Credit Agreement"), pursuant to which the Lenders are extending credit to the Parent.

B. The Parent, the Agent, the Documentation Agent, the Syndication Agent and the Lenders are entering into that certain First Amendment to Second Amended and Restated Credit Agreement dated as of even date herewith (the "Credit Agreement Amendment") (the Second Amended and Restated Credit Agreement, as amended by the Credit Agreement Amendment and as the same may be amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, is referred to herein as the "Credit Agreement"). Capitalized terms used herein without definition have the meanings assigned to them in the Credit Agreement.

C. The Debtor has guaranteed all of the Obligations under the Credit Agreement and the other Loan Documents pursuant to the Guaranty Agreement of even date herewith between the Debtor and the Agent.

D. As a condition of the willingness of the Agent, the Documentation Agent, the Syndication Agent and the Secured Parties to enter into the Credit Agreement Amendment and provide to the Parent the financing contemplated by the Credit Agreement and the Rate Hedging Agreements that the Debtor shall have granted to the Secured Parties and the Agent the liens and security interests contemplated hereby. The Debtor wishes hereby to grant such liens and security interests.

E. Immediately following the closing of the acquisition of the assets of The Coriolis Group, Inc. pursuant to that certain Asset Purchase Agreement dated as of December 22, 1998 among International Thomson Publishing Inc., ITP Licensing Corp., The Coriolis Group, Inc. and the Parent, the Debtor shall change its name to The Coriolis Group, LLC and qualify to do business in Arizona.

F. The Debtor is the owner and user of the trademarks listed on Schedule A hereto (the "Trademarks").

G. Among the security interests granted by the Debtor to the Agent pursuant to that certain Security and Pledge Agreement dated as of even date herewith by and between the Debtor and the Agent (the "General Security Agreement") is a security interest in the Trademarks together with the goodwill of the business associated with and symbolized by such Trademarks.

H. The Debtor and the Agent contemplate and intend that, if an Event of Default (as defined in the General Security Agreement) shall occur and be continuing, the Secured Parties shall have all rights of the Debtor in and to the Trademarks and the goodwill of the business of the Debtor associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Agent, as foreclosing secured party, on behalf of the Secured Parties, to continue such business of the Debtor or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Debtor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Debtor hereby agrees as follows:

1. Security Interest. The Debtor reconfirms the terms of the General Security Agreement, as if set forth fully herein, and acknowledges that the Secured Parties have a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). The Debtor hereby collaterally assigns to the Agent and each of the Secured Parties, and grants a security interest to the Agent and each of the Secured Parties in and to, all of the Debtor's right, title and interest in and to the Collateral. The Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. Representations and Warranties. The Debtor represents and warrants that:

2.1. Schedule A set forth as of the date hereof all United States trademark registrations and applications owned by the Debtor.

2.2. As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. As of the date hereof, no claim has been made that the use of any of the Collateral violates the rights of any third person and the Debtor is not aware of any basis for any such claim to be asserted.

2.4. The Debtor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any lien, security interest or other encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons (other than the security interest granted hereby and any of the foregoing entered into in the ordinary course of business).

2.5. The Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.6. The Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. Covenants. The Debtor covenants and agrees as follows:

3.1. The Debtor will keep the Collateral free from any lien, security interest or encumbrance (except in favor of the Secured Parties) and will defend the Collateral and the title thereto against all claims and demands of all other persons at any time claiming same or any interest therein.

3.2. The Debtor shall not abandon any Collateral except such Collateral which could not reasonably be expected to have a Material Adverse Effect.

3.3. The Debtor shall maintain all rights held by the Debtor relating to the Collateral except such Collateral which the failure to maintain could not reasonably be expected to have a Material Adverse Effect.

3.4. Until all of the Obligations shall have been paid in full and termination of the commitments therefor, the Debtor shall not enter into any agreement (including a license agreement) which conflicts with the Debtor's obligations under this Agreement other than agreements that could not reasonably be expected to affect the value of the Collateral, without the Secured Parties' prior written consent.

3.5. The Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein (other than non-exclusive licenses granted in the ordinary course of the Debtor's business) without the prior written consent of the Secured Parties.

3.6. If the Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least annually the Debtor shall give to the Agent written notice thereof, shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record the Secured Parties' interest in such trademarks with the U.S. Copyright Office.

3.7. The Debtor will continue to use proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.8. The Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. Remedies. After the occurrence of any Event of Default (as defined in the General Security Agreement), the Agent, on behalf of the Secured Parties, may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code.

5. Attorney-in-Fact. The Debtor hereby appoints the Agent, for the benefit of the Secured Parties, as the Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of the Debtor, and to cause the recording of all such further assignments and other instruments as the Agent may deem necessary or desirable in order to carry out the intent of the General Security Agreement. The Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Agent (or the Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. General.

6.1. No course of dealing between the Debtor and the Agent or the Secured Parties, nor any failure to exercise, nor any delay in exercising on the part of the Agent or the Secured Parties, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by the Agent, on behalf of the Secured Parties, of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of the Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between the Debtor and the Secured Parties.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.6 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the Commonwealth of Massachusetts.

7. Agency. The parties hereto, and any person not a party hereto for whose benefit the Agent holds the collateral hereunder, acknowledge that the Agent has been requested to act as agent for the Secured Parties hereunder pursuant to the terms of the Credit Agreement, and that the Agent, to the extent it may so act hereunder, shall exercise all of the rights and remedies hereunder of, and as agent for the benefit of, the Secured Parties and each of them, without limiting the generality of the foregoing, the Agent is authorized to execute and deliver, from time to time, on behalf of the Secured Parties, any and all amendments and modifications to this Agreement and any and all waivers to any conditions herein or any Event of Default hereunder.

8. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]





COMMONWEALTH OF MASSACHUSETTS )  
)  
COUNTY OF SUFFOLK )

Then personally appeared before me the above-named Stephen J. Healey, a Senior Vice President of Fleet National Bank, and stated that he executed the foregoing instrument under the authority of said bank's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said bank.

Witness my hand and seal this 18<sup>th</sup> day of February, 1999.

Cynthia J. MacDonald  
Notary Public **CYNTHIA J. McDONALD**  
Print Name **NOTARY PUBLIC**  
My Commission Expires Oct. 8, 2004  
My Commission Expires \_\_\_\_\_