



08-16-1999



08-09-1999

RECORDATION FORM COVER SHEET

101119212

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #58

TRADEMARKS

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

1. Name of conveying party:

Wicks Business Information, LLC  
605 West Avenue, Suite 311  
Norwalk, Connecticut 06850

2. Name and address of receiving party:

Bank of Montreal, Chicago Branch,  
as Secured Party  
430 Park Avenue, 16th Floor  
New York, New York 10022

3. Nature of conveyance:

8-9-99

Grant of Trademark Security Interest

Execution Date: July 28, 1999

4. Application numbers and trademark numbers:

A. Trademark Application Nos.

None.

B. Trademark Registration Nos.

See attached.

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

Mizuho Kameoka  
O'Melveny & Myers LLP  
153 E. 53rd Street  
New York, New York 10022

6. Total number of applications and registrations involved: 5

7. Total fee:

\$140 (Enclosed)

8. Deposit Account Number:

N/A

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

Mizuho Kameoka  
Name of Person Signing

*Mizuho Kameoka*  
Signature

July 28, 1999  
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 2

08/13/1999 MTHA11 00000265 1822138

01 FC:481  
02 FC:482

40.00 DP  
100.00 DP

140E

Trademark Registrations:

Communication Briefings

reg. no. 1,822,422

Managers Edge

reg. no. 2,231,138

Team Management Briefings

reg. no. 1,832,536

The Competitive Advantage

reg. no. 1,400,147

Changing Workplace Alert

reg. no. 2,064,147



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**OF TRADEMARK SECURITY INTEREST**

**WHEREAS, WICKS BUSINESS INFORMATION, LLC**, a Delaware limited liability company ("**Grantor**" or "**Company**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Company has entered into a Credit Agreement dated as of July 28, 1999 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and Bank of Montreal, Chicago Branch, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of July 28, 1999 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) of Grantor in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A, as the same may be amended pursuant hereto from time to time) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically

identified in Schedule A, as the same may be amended pursuant hereto from time to time) (the “**Trademark Registrations**”), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); it being understood that the rights and interests included in the Trademark Collateral hereby shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of Grantor pertaining to patent applications and patents presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of July, 1999.

**WICKS BUSINESS INFORMATION, LLC**

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

Name: Jamie M. Weston

Title: Vice President

Trademark Registrations:

Communication Briefings  
reg. no. 1,822,422

Managers Edge  
reg. no. 2,231,138

Team Management Briefings  
reg. no. 1,832,536

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