

12-01-1999

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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 (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 Notice of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name MarketGuide, Inc.

October 28, 1999

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet National Bank

DBA/AKA/TA

Composed of

Address (line 1) 100 Federal Street

Address (line 2) Mailstop: 01-08-08

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

- Individual General Partnership Limited Partnership Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization the United States

11/30/1999 TTON11 00000185 2126609

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 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: 001993 FRAME: 0311

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,126,609"/>	<input type="text" value="2,128,132"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Sandra E. Holloway Sandra E. Holloway November 18, 1999
 Name of Person Signing Signature Date Signed

NOTICE OF SECURITY INTEREST IN
TRADEMARKS, SERVICE MARKS, PATENTS,
COPYRIGHTS AND APPLICATIONS THEREFOR

This Notice of Security Interest in Trademarks, Service Marks, Patents, Copyrights and Applications therefor is made as of October 28, 1999, by MARKET GUIDE, INC., a New York corporation having its principal executive office at 2001 Marcus Ave., Suite 200, New Hyde Park, New York, 11042 (the "Company") with reference to the following:

WHEREAS, the Company and its subsidiaries have entered into a Security Agreement, a true copy of which is annexed hereto as Exhibit A by this reference fully incorporated herein (the "Agreement") dated October 28, 1999 with Fleet National Bank, a national banking association organized under the laws of the United States, having a place of business at One Federal Street, Boston, Massachusetts 02110, in its capacity as agent for itself and each of the other "Lenders" under that certain Loan Agreement referenced and defined in the Agreement (the "Agent");

WHEREAS, the Company has (a) adopted, used and is using the trademarks, service marks, patents and copyrights listed on Exhibit B attached hereto and (b) filed applications for the registrations of additional trademarks, service marks, patents and copyrights, which trademarks, service marks, patents and copyrights or the applications therefor are registered with the United States Patent and Trademark Office; and

WHEREAS, the Company has granted to the Agent a security interest in trademarks, service marks, patents and copyrights and the applications for pending trademarks, service marks, patents and copyrights on the terms and conditions set forth in the Agreement.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreement, notice is hereby given that pursuant to the Agreement, the Company has granted to the Agent a security interest in all trademarks, service marks, patents and copyrights and all applications for pending trademarks, service marks, patents and copyrights, including, without limitation, the registered trademarks, service marks, patents, copyrights and applications therefor listed on Exhibit B attached hereto and incorporated herein by reference.

MARKET GUIDE, INC.

By: 

Name: JEFFREY S. GEISWILER

Title: CFD

FLEET NATIONAL BANK, AS AGENT

By: _____

Name: _____

Title: _____

NOTICE OF SECURITY INTEREST IN
TRADEMARKS, SERVICE MARKS, PATENTS,
COPYRIGHTS AND APPLICATIONS THEREFOR

This Notice of Security Interest in Trademarks, Service Marks, Patents, Copyrights and Applications therefor is made as of October 28, 1999, by MARKET GUIDE, INC., a New York corporation having its principal executive office at 2001 Marcus Ave., Suite 200, New Hyde Park, New York, 11042 (the "Company") with reference to the following:

WHEREAS, the Company and its subsidiaries have entered into a Security Agreement, a true copy of which is annexed hereto as Exhibit A by this reference fully incorporated herein (the "Agreement") dated October 28, 1999 with Fleet National Bank, a national banking association organized under the laws of the United States, having a place of business at One Federal Street, Boston, Massachusetts 02110, in its capacity as agent for itself and each of the other "Lenders" under that certain Loan Agreement referenced and defined in the Agreement (the "Agent");

WHEREAS, the Company has (a) adopted, used and is using the trademarks, service marks, patents and copyrights listed on Exhibit B attached hereto and (b) filed applications for the registrations of additional trademarks, service marks, patents and copyrights, which trademarks, service marks, patents and copyrights or the applications therefor are registered with the United States Patent and Trademark Office; and

WHEREAS, the Company has granted to the Agent a security interest in trademarks, service marks, patents and copyrights and the applications for pending trademarks, service marks, patents and copyrights on the terms and conditions set forth in the Agreement.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreement, notice is hereby given that pursuant to the Agreement, the Company has granted to the Agent a security interest in all trademarks, service marks, patents and copyrights and all applications for pending trademarks, service marks, patents and copyrights, including, without limitation, the registered trademarks, service marks, patents, copyrights and applications therefor listed on Exhibit B attached hereto and incorporated herein by reference.

MARKET GUIDE, INC.

By: _____
Name: _____
Title: _____

FLEET NATIONAL BANK, AS AGENT

By: Daniel G. Heeri Jr.
Name: Daniel G. Heeri Jr.
Title: Senior Vice President

STATE OF NEW YORK
COUNTY OF New York

In New York on this 15th day of November, 1999, before me personally appeared Jeff Gershenheim, to me personally known, who, being by me duly sworn did say that he/she is a(n) CFO of Market Guide, Inc. and that said instrument was signed on behalf of the aforementioned Market Guide, by authority of said Jeff Gershenheim, and said Jeff Gershenheim acknowledged said instrument to be the free act and deed of said Market Guide.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

Yael Weinman
Notary Public, State of New York
No. 02WE5042636
Qualified in New York County
Commission Expires April 24, 192001

Yael Weinman
Notary Public in and for the State of New York
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

In Boston, on this ____ day of _____, 1999, before me personally appeared _____, a(n) _____ of Fleet National Bank, to me known and known by me to be the person executing the foregoing instrument and he/she acknowledged said instrument by him/her executed to be his/her free act and deed and the free act and deed of said Fleet National Bank.

Notary Public
Print Name: _____
My Commission Expires: _____

[SEAL]

STATE OF NEW YORK
COUNTY OF _____

In _____ on this ___ day of _____, 1999, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he/she is a(n) _____ of _____ and that said instrument was signed on behalf of the aforementioned _____, by authority of said _____, and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

Notary Public in and for the State of New York
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

In Boston, on this 28th day of October, 1999, before me personally appeared Daniel Heald, a(n) Sr. Vice President of Fleet National Bank, to me known and known by me to be the person executing the foregoing instrument and he/she acknowledged said instrument by him/her executed to be his/her free act and deed and the free act and deed of said Fleet National Bank.

Susan Koulouris

Notary Public
Print Name: Susan Koulouris
My Commission Expires: 7-24-04

[SEAL]

Exhibit A

SECURITY AGREEMENT

THIS SECURITY AGREEMENT made as of October 28, 1999, by and between Market Guide, Inc., formerly known as Unlisted Market Services Corp., a New York corporation with a principal place of business at 2001 Marcus Ave., Suite 200, Lake Success, New York, 11042-1011 ("Debtor") and FLEET NATIONAL BANK, a national banking association having an office at One Federal Street, Boston, Massachusetts 02110, acting as agent for itself in its individual capacity and the other Lenders, as defined in the Loan Agreement, defined below ("Agent"). Capitalized terms used but not otherwise expressly defined herein shall have the meanings assigned thereto in said Loan Agreement.

Section 1. Recitals.

(a) Agent, the Lenders and Multex.Com, Inc., a Delaware Corporation ("Borrower") have entered into that certain Loan Agreement dated October 8, 1998 (as amended, and as the same may be amended from time to time, the "Loan Agreement") pursuant to the terms of which the Lenders have agreed to make loans to Borrower as more fully described in the Loan Agreement.

(b) Debtor is 100% owned by Borrower.

(c) As an inducement to the Lenders agreeing to the acquisition by Borrower of the Debtor, Debtor has executed and delivered its Unlimited Guaranty of even date herewith (the "Guaranty") and has agreed to execute this Agreement to secure the Loans and the Guaranty.

Section 2. The Security Interests. (a) In order to secure (i) payment and performance of all of the Obligations of Borrower under the Loan Agreement, under the Notes and/or under the other Financing Documents, (ii) the performance of all of the obligations of Debtor to Agent contained herein, and (iii) payment and performance by Borrower of all obligations under any so-called Interest Rate "Swap" Agreement or any other Interest Rate Protection Agreement now or hereafter entered into by and between Borrower and Agent and/or any of the Lenders together with any amendment, extension, modification or replacement thereof (iv) payment and performance by Debtor of all obligations under the Guaranty and (v) the payment of all other future advances and other obligations of Debtor and Borrower to Agent and/or the Lenders or any of them under the Loan Agreement, under the Notes and/or under the other Financing Documents, including without limitation any future loans and advances made to Borrower by the Lenders or any of them prior to, during or following any (a) application by Debtor for or consent by Debtor to the appointment of a receiver, trustee or liquidator of Debtor's property, (b) admission by Debtor in writing of its inability to pay or failure generally to pay its respective debts as they mature, (c) general assignment by Debtor for the benefit of creditors, (d) adjudication of Debtor as bankrupt or (e) filing by Debtor of a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debts, dissolution or liquidation statute, or an answer admitting the material allegations of a petition filed against it in a proceeding under any such law (any of the foregoing shall hereinafter be

referred to as a "Bankruptcy Event"), any interest accruing under the Notes and/or the Loan Agreement after the commencement of a Bankruptcy Event to the extent permitted by applicable law, (all of the foregoing being hereinafter called the "Obligations"), Debtor hereby grants to Agent for its benefit and the benefit of the Lenders a continuing security interest in the following described fixtures and personal property (hereinafter collectively called the "Collateral"):

All fixtures and all tangible and intangible personal property of Debtor, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest, including, without limitation, (a) all equipment (including all machinery, tools and furniture), inventory and goods (each as defined in the Uniform Commercial Code, if so defined therein); (b) all accounts, accounts receivable, other receivables, contract rights, chattel paper, and general intangibles (including, without limitation, trademarks, trademark registrations, trademark registration applications, servicemarks, servicemark registrations, servicemark registration applications, goodwill, tradenames, trade secrets, patents, patent applications, leases, licenses, permits, copyrights, copyright registrations, copyright registration applications, moral rights, any other proprietary rights, exclusionary rights or intellectual property, and any renewals and extensions associated with any of the foregoing, as each of the foregoing may be secured under the laws now or hereafter in force and effect in the United States of America or any other jurisdiction) of Debtor (each as defined in the Uniform Commercial Code, if so defined therein); (c) all instruments, documents of title, policies and certificates of insurance, securities (whether certificated or uncertificated) and other investment property (as defined in the Uniform Commercial Code), bank deposits, deposit accounts, checking accounts and cash of Debtor; (d) all accessions, additions or improvements to, all replacements, substitutions and parts for, and all proceeds and products of, all of the foregoing and (e) all books, records and documents relating to all of the foregoing.

(b) All Collateral consisting of accounts receivable, contract rights, instruments, chattel paper and general intangibles (each as defined in the Uniform Commercial Code) of Debtor arising from the sale, delivery or provision of goods and/or services, including without limitation all documents, notes, drafts and acceptances, now owned by Debtor as well as any and all thereof that may be hereafter acquired by Debtor and in and to all returned or repossessed goods arising from or relating to any contract rights, accounts or other proceeds of any sale or other disposition of inventory, are sometimes hereinafter collectively called the "Customer Receivables".

(c) The security interests granted pursuant to this Section 2 (the "Security Interests") are granted as security only and shall not subject Agent or any of the Lenders to, or transfer or in any way affect or modify, any obligation or liability of Debtor under any of the Collateral or any transaction which gave rise thereto.

Section 3. Delivery of Pledged Securities and Chattel Paper. All securities including without limitation, shares of stock and negotiable promissory notes, of Debtor, whether now owned or hereafter acquired by Debtor, shall be delivered to Agent by Debtor simultaneously with the delivery hereof, or with respect to after acquired securities, promptly after same have been acquired by Debtor (which securities are hereinafter called the "Pledged Securities"), if certificated, shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed undated instruments of transfer or assignments in blank and accompanied in each case

by any required transfer tax stamps, or if uncertificated, such action shall be taken as may be necessary to perfect Agent's security interest therein) all in form and substance reasonably satisfactory to Agent. Exhibit A attached hereto and made a part hereof sets forth a complete description of all securities owned by Debtor on the date hereof. Agent may at any time or from time to time, at its sole discretion, require Debtor to cause any chattel paper included in the Customer Receivables to be delivered to Agent or any successor agent or representative designated by it for the purpose of causing a legend referring to the Security Interests to be placed on such chattel paper and upon any ledgers or other records concerning the Customer Receivables.

Section 4. Filing; Further Assurances. Debtor will, at its expense, execute, deliver, file and record (in such manner and form as Agent may require), or permit Agent to file and record, any financing statements, any carbon, photographic or other reproduction of a financing statement or this Security Agreement (which shall be sufficient as a financing statement hereunder), any specific assignments or other paper that may be reasonably necessary or desirable, or that Agent may reasonably request, in order to create, preserve, perfect or validate any Security Interest or to enable Agent to exercise and enforce its rights hereunder with respect to any of the Collateral. Debtor hereby appoints Agent as Debtor's attorney-in-fact to execute in the name and behalf of Debtor such additional financing statements as Agent may reasonably request.

Section 5. Representations and Warranties of Debtor. Debtor hereby represents and warrants to Agent that (a) Debtor is, or to the extent that certain of the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral free from any adverse Lien, except as permitted under the Loan Agreement; (b) except for such financing statements relating to Liens against Debtor specifically described in and permitted by the Loan Agreement, no financing statement covering the Collateral is on file in any public office, other than the financing statements filed pursuant to this Security Agreement; (c) all additional information, representations and warranties contained in Exhibit B attached hereto and made a part hereof are true, accurate and complete in all material respects on the date hereof; and (d) there are no restrictions upon the voting rights or the transfer of all or any of the Pledged Securities constituting equity interests of Subsidiaries of Debtor (other than as may appear on the face of the certificate thereof or as may be imposed by any other state or local agency or government) and Debtor has the right to vote, pledge, grant the Security Interest in and otherwise transfer the Pledged Securities constituting equity interests of Subsidiaries of Debtor free of any encumbrances (other than applicable restrictions imposed by any other state or local agency or government or Federal or state securities laws or regulations); and (e) upon the filing of financing statements naming Agent as secured party in the locations and appropriate filing offices where the Collateral is located as indicated on Exhibit B attached hereto, Agent will have a valid and perfected first priority security interest in the Collateral described therein subject to no Liens other than as permitted under the Loan Agreement.

Section 6. Covenants of Debtor. Debtor hereby covenants and agrees with Agent that Debtor (a) will defend the Collateral against all claims and demands of all persons at any time claiming any interest therein other than that of Agent; (b) will provide Agent with prompt written notice of (i) any change in the office where Debtor maintains its books and records pertaining to

the Customer Receivables, and (ii) the movement or location of Collateral to or at any address other than as set forth in Exhibit B attached hereto; (c) will promptly pay any and all taxes, assessments and governmental charges upon the Collateral prior to the date penalties attach thereto except to the extent permitted under the Loan Agreement; (d) will immediately notify Agent of any event causing a substantial loss or diminution in the value of all or any material part of the Collateral and the amount or an estimate of the amount of such loss or diminution; (e) will have and maintain insurance at all times in accordance with the provisions of the Loan Agreement; (f) except in the ordinary course of business or as otherwise permitted under the Loan Agreement, will not sell or offer to sell or otherwise assign, transfer or dispose of the Collateral or any interest therein, without the prior written consent of Agent; (g) will keep the Collateral free from any adverse Lien (other than Liens permitted under the Loan Agreement) and in good order and repair, reasonable wear and tear excepted, and will not waste or destroy any part thereof; and (h) will not use the Collateral in violation of the Loan Agreement or this Agreement.

Section 7. Records Relating to Collateral. Debtor will keep its records concerning the Collateral, including the Customer Receivables and all chattel paper included in the Customer Receivables, at the location(s) set forth in Exhibit B attached hereto or at such other place or places of business of which Agent shall have been notified in writing no less than ten (10) days in advance. Debtor will hold and preserve such records and chattel paper and will, to the extent provided in the Loan Agreement, (a) permit representatives of Agent at any time during normal business hours to examine and inspect the Collateral and to make abstracts from such records and chattel paper, and (b) furnish to Agent such information and reports regarding the Collateral as Agent may from time to time reasonably request.

Section 8. Record Ownership of Pledged Securities. Debtor will promptly give to Agent copies of any notices or other communications received by Debtor with respect to Pledged Securities registered in the name of Debtor. Upon the occurrence of an Event of Default, Agent may cause any or all of the Pledged Securities to be transferred of record into the name of Agent and/or the Lenders (or a designee of Agent and/or the Lenders).

Section 9. Right to Receive Distributions on Pledged Securities. Unless an Event of Default shall have occurred and be continuing, Debtor shall be entitled, from time to time, to collect and receive for its own use all dividends, interest and other payments and distributions made upon or with respect to the Pledged Securities, except:

- (i) dividends of stock;
- (ii) dividends payable in securities or other property (except cash dividends);
- (iii) dividends or distributions on dissolution or on partial or total liquidation or in connection with a reduction of capital, capital surplus or paid in surplus; and
- (iv) other securities issued with respect to or in lieu of the Pledged Securities (whether upon conversion of the convertible securities included therein or through

stock split, spin-off, split-off, reclassification, merger, consolidation, sale of assets, combination of shares or otherwise).

All of the foregoing, together with all new, substituted or additional shares of capital stock, warrants, options or other rights, or other securities issued in addition to or in respect of all or any of the Pledged Securities shall be delivered to Agent hereunder as required by Section 3 hereof, to be held as Collateral pursuant to the terms hereof in the same manner as the Pledged Securities delivered to Agent on the date hereof.

Section 10. Right to Vote Pledged Securities. Unless an Event of Default shall have occurred and be continuing, Debtor shall have the right, from time to time, to vote and to give consents, ratifications and waivers with respect to the Pledged Securities and to exercise conversion rights with respect to the convertible securities included therein, and Agent shall, upon receiving a written request from Debtor accompanied by a certificate signed by Debtor's principal financial officer or general partner stating that no Event of Default has occurred, deliver to Debtor or as specified in such request such proxies, powers of attorney, consents, ratifications and waivers in respect of any Pledged Securities which are registered in Agent's and/or the Lenders' name, and make such arrangements with respect to the conversion of convertible securities as shall be specified in Debtor's request such arrangements to be in form and substance reasonably satisfactory to Agent.

If an Event of Default shall have occurred and be continuing, and provided Agent elects to exercise the rights hereinafter set forth by notice to Debtor of such election, Agent shall have the right, to the extent permitted by law, and Debtor shall take all such action as may be necessary or appropriate to give effect to such right, to vote and to give consents, ratifications and waivers and take any other action with respect to all the Pledged Securities with the same force and effect as if Agent were the absolute and sole owner thereof.

Section 11. General Authority. Debtor hereby appoints Agent Debtor's lawful attorney, with full power of substitution, in the name of Debtor, for the sole use and benefit of Agent, its successors and assigns, but at Debtor's expense, to exercise, all or any of the following powers with respect to all or any of the Collateral during the existence and continuance of any Event of Default:

- (i) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due;
- (ii) to receive, take, endorse, assign and deliver all checks, notes, drafts, securities, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by Agent;
- (iii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(iv) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof or the related goods securing the Customer Receivables, as fully and effectually as if Agent were the absolute owner thereof;

(v) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto;

(vi) to discharge any taxes or Liens at any time placed thereon; and

(vii) to execute any document or form, in the name of Debtor, which may be necessary or desirable in connection with any sale of Pledged Securities by Agent, including without limitation Form 144 promulgated by the Securities and Exchange Commission;

provided, that Agent shall give Debtor not less than ten (10) days' prior written notice of the time and place of any sale or other intended disposition of any of the Collateral, and the Agent shall use reasonable efforts to provide the Debtor with written notice of the taking of any such actions, if material, and any material results thereof, such notice(s) to be provided within 30 days after any such action is first taken and monthly thereafter provided that the failure of the Agent to give any such notice shall have no adverse effect on any of the Agent's rights and remedies under any of the Financing Documents or at law or in equity and the Agent shall not be liable to the Debtor or any other party on account thereof.

Section 12. Events of Default. Debtor shall be in default under this Security Agreement upon the occurrence of any of the following events (herein referred to as an "Event of Default"):

(a) default by Debtor in the due observance or performance of any covenant or agreement contained herein and such default shall continue for 30 days after notice by Agent to the Debtor thereof, or if any of the representations and warranties made or deemed made by Debtor herein proves to have been false or misleading in any material respect when made and such falseness or misleading representation or warranty would be reasonably likely to have a material adverse effect on Agent or any Lender or their rights and remedies or a Material Adverse Effect; or

(b) the occurrence of any "Guaranty Event of Default", as defined in the Guaranty; or

(c) the occurrence of any Event of Default under the Loan Agreement.

Section 13. Remedies Upon Event of Default. If any Event of Default shall have occurred and be continuing, Agent may exercise all the rights and remedies of a secured party under the Uniform Commercial Code. Agent may require Debtor to assemble all or any part of the Collateral and make it available to Agent at a place to be designated by Agent which is reasonably convenient. Agent shall give Debtor ten (10) days' written notice of its intention to make any public or private sale or sale at a broker's board or on a securities exchange of the Collateral. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels, as Agent may determine. Agent shall not be obligated to make any such sale pursuant to any such notice. To the extent permitted by law, Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by

announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be adjourned. Agent, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

Section 14. Application of Collateral and Proceeds. The proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied in the following order of priorities: (a) first, to pay the reasonable expenses of such sale or other realization, including reasonable attorneys' fees, and all expenses, liabilities and advances incurred or made by Agent and/or any or all of the Lenders in connection therewith, and any other unreimbursed expenses for which Agent and/or any or all of the Lenders may be reimbursed pursuant to Section 15; (b) second, to the payment of the Obligations in such order of priority as Agent, in its sole discretion, shall determine (provided that Agent will attempt to make such allocations in a way to minimize interest accrual and prepayment surcharges); and (c) finally, to pay to Debtor, or its successors or assigns, or as a court of competent jurisdiction may direct, any surplus then remaining from such proceeds.

Section 15. Expenses; Agent's Lien. Debtor will forthwith upon demand pay to Agent: (a) the amount of any taxes which Agent and/or any or all of the Lenders may have been required to pay by reason of the Security Interests (including any applicable transfer and personal property taxes but excluding taxes in respect of Agent's and/or any or all of the Lenders' income and profits) or to free any of the Collateral from any Lien thereon and (b) the amount of any and all reasonable costs and expenses, including the reasonable fees and disbursements of its counsel and of any agents not regularly in its employ, which Agent may incur in connection with the preparation of this Security Agreement and, in the absence of an Event of Default being in existence, any amendments thereto or modifications thereof and, which Agent and/or any of the Lenders may incur in connection with (i) any amendment, modification or waiver of or under this Security Agreement if an Event of Default has occurred and is continuing, (ii) the collection or other disposition of any of the Collateral, (iii) the exercise by Agent of any of the powers conferred upon it hereunder, (iv) any default on Debtor's part hereunder or (v) any Bankruptcy Event.

Section 16. Termination of Security Interests; Release of Collateral. Upon the repayment and performance in full of all the Obligations and the expiration or termination of any obligations of the Lenders to advance funds to Debtor, or upon the sale of any Collateral which is permitted under the Loan Agreement or as otherwise consented to in writing by the Lenders, the Security Interests shall terminate and all rights to the Collateral shall revert to Debtor. Upon any such termination of the Security Interests or release of such Collateral, Agent will execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be. Notwithstanding the foregoing, this Security Agreement shall be reinstated if at any time any payment made or value received with respect to an Obligation is rescinded, invalidated, declared to be fraudulent or preferential, or set aside or is required to be repaid to a trustee, receiver or any other party under any case or proceeding, voluntary or involuntary, for the distribution, division or application of all or part of the assets of Debtor or the proceeds thereof, whether such case or

proceeding be for the liquidation, dissolution or winding up of Debtor or their respective businesses, a receivership, insolvency or bankruptcy case or proceeding, an assignment for the benefit of creditors or a proceeding by or against Debtor for relief under the federal Bankruptcy Code or any other bankruptcy, reorganization or insolvency law or any other law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension or marshaling of assets or otherwise, all as though such payment had not been made or value received.

Section 17. Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or telefaxed or delivered to the applicable party in the manner set forth in the Guaranty.

Section 18. Additional Provision Regarding Pledged Securities. With respect to any Pledged Securities which are delivered to the Secured Party pursuant to a separate pledge agreement, to the extent any provisions of that pledge agreement are inconsistent with the terms of this Security Agreement, the terms of that separate pledge agreement will govern.

Section 19. Right of Set-Off. In furtherance and not in limitation of any provisions herein contained, Debtor hereby agrees that any and all securities, deposits, credit, collateral and other property belonging to Debtor now or hereafter held by Agent and/or the Lenders and other sums credited by or due from Agent and/or the Lenders or any affiliate of any of them to Debtor shall at all times constitute security for the Obligations regardless of the adequacy of any collateral or their means of obtaining the payment of the Obligations. Agent and each of the Lenders are each hereby authorized at any time and from time to time after an Event of Default has occurred and is continuing, without notice to Debtor (any such notice being expressly waived by Debtor and to the fullest extent permitted by law), to set off and apply such deposits and other sums against the Obligations whether or not Agent and/or the Lenders shall have made any demand under this Security Agreement and although such Obligations may be unmatured. Each such Lender agrees to notify Debtor and Agent after any such setoff and application; provided, that, the failure to give such notice shall not affect the validity of such setoff and application. ANY AND ALL RIGHTS TO REQUIRE AGENT TO EXERCISE ITS RIGHTS AND REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SET OFF WITH RESPECT TO SUCH DEPOSITS, CREDITS AND OTHER PROPERTY OF DEBTOR ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED. Promptly following any notice of setoff received by Agent from a Lender pursuant to the foregoing, Agent shall notify each of the other Lenders thereof.

Section 20. Miscellaneous. (a) No failure on the part of Agent to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power or remedy under this Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by Agent of any right, power or remedy under this Security Agreement preclude any other right, power or remedy. The remedies in this Security Agreement are cumulative and are not exclusive of any other remedies provided by law. Neither this Security Agreement nor any provision hereof may be changed, waived, discharged or terminated orally but only by a statement in

writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

(b) This Security Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any state other than the Commonwealth of Massachusetts with respect to Collateral located in any such other state are governed by the laws of said state.

(c) This Security Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Security Agreement.

Section 21. Consent to Jurisdiction and Service of Process.

(a) Except to the extent prohibited by applicable law, Debtor irrevocably:

(i) agrees that any suit, action, or other legal proceeding arising out of this Security Agreement, Guaranty or any of the Loans may be brought in the courts of record of, the Commonwealth of Massachusetts or any other state(s) in which any of Debtors assets are located or the courts of the United States located in the Commonwealth of Massachusetts or any other state(s) in which any of Debtor's assets are located;

(ii) consents to the jurisdiction of each such court in any such suit, action or proceeding; and

(iii) waives any objection which it may have to the laying of venue of such suit, action or proceeding in any of such courts.

For such time as this Security Agreement is in effect Debtor irrevocably designates the registered agent or agent for service of process of Debtor as reflected in the records of the Secretary of State of the State of New York as its registered agent, and, in the absence thereof, Homi M. Byramji (President/CEO), as its agent to accept and acknowledge on its behalf service of any and all process in any such suit, action or proceeding brought in any such court and agrees and consents that any such service of process upon such agent and written notice of such service to Debtor by registered or certified mail shall be taken and held to be valid personal service upon Debtor regardless of where Debtor shall then be doing business and that any such service of process shall be of the same force and validity as if service were made upon it according to the laws governing the validity and requirements of such service in each such state and waives any claim of lack of personal service or other error by reason of any such service. Any notice, process, pleadings or other papers served upon the aforesaid designated agent shall, within three (3) Business Days after such service, be sent by the method provided therefor under the Guaranty. **DEBTOR AND THE AGENT HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF ANY DISPUTE BETWEEN DEBTOR AND THE AGENT AND/OR THE LENDERS WITH RESPECT TO THIS SECURITY AGREEMENT AND/OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.**

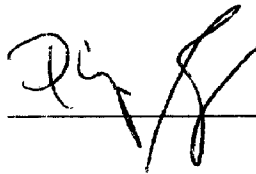
Section 21. Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of Agent.

Section 23. Relative Rights. The relative rights of the Agent and the Lenders and of the Lenders holding different types of Loans are set forth in the Loan Agreement.

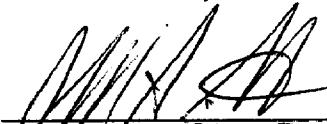
Section 24. Conflicts. In the event of any conflict between any provision of this Security Agreement and any provision(s) of the Loan Agreement, such provision(s) of the Loan Agreement shall control including without limitation that in connection with exercise of remedies the Agent, to the extent required by the Loan Agreement, shall act in accordance with the requests, consents or directions of such of the Lenders as are granted such authority in the Loan Agreement.

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto all as of the day and year first above written.

WITNESS:


V.P. E. NAWA

MARKET GUIDE, INC.

By: 
Name: JEFFREY S. GEISENTHAL
Title: CFO

FLEET NATIONAL BANK,
as Agent for the Lenders

By: _____
Name:
Title:

Section 21. Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of Agent.

Section 23. Relative Rights. The relative rights of the Agent and the Lenders and of the Lenders holding different types of Loans are set forth in the Loan Agreement.

Section 24. Conflicts. In the event of any conflict between any provision of this Security Agreement and any provision(s) of the Loan Agreement, such provision(s) of the Loan Agreement shall control including without limitation that in connection with exercise of remedies the Agent, to the extent required by the Loan Agreement, shall act in accordance with the requests, consents or directions of such of the Lenders as are granted such authority in the Loan Agreement.

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto all as of the day and year first above written.

WITNESS:

MARKET GUIDE, INC.

By: _____

Name:

Title:

FLEET NATIONAL BANK,
as Agent for the Lenders

By:  _____

Name: Daniel G. Head Jr.

Title: Senior Vice President

EXHIBIT A

Securities Owned by Debtor

NONE

EXHIBIT B

Additional Representations and Warranties

1. The exact title of Debtor is: Market Guide, Inc. Debtor has not conducted business under any other name, except prior to 9/3/1986, as Unlisted Market Services Corp.
2. Debtor uses, or has used in the past five years, in its business and owns the following trade names: NONE.
3. Debtor was formed as a corporation on March 23, 1983 under the laws of the State of New York and is in good standing under those laws.
4. The chief executive office of Debtor is: 2001 Marcus Avenue, Suite 200, Lake Success, NY 11042-1011.
5. Debtor is qualified to transact business in the following states: NEW YORK.
6. Debtor has places of business at: Lake Success, New York.
7. Debtor owns or has an interest in personal property located elsewhere at: NONE
8. Debtor owns property consisting of fixtures at the following locations:

Address

Record Owner of Real Estate

2001 Marcus Avenue, Suite 200
Lake Success, NY 11042

9. The following financing statements naming Debtor as "Debtor" are on file:

Location

Date

File Number

Collateral

EXHIBIT B

A. Trademarks and Trademark Applications

<u>Trademark</u>	<u>Registration No.</u>	<u>Date Registered</u>
StockQuest	2,126,609	1/6/98

B. Service Marks and Service Mark Applications

<u>Service Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Shaded diamond logo	2,128,132	1/13/98