

1/27/00

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

02-29-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101277603

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
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

- Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year
- Formerly

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

Receiving Party

- Mark if additional names of receiving parties attached

- Name
- DBA/AKA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
City State/Country Zip Code
- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

02/28/2000 TTON11 00000213 130206 1653624

FOR OFFICE USE ONLY

01 FC:A81 40.00 CH
02 FC:A82 150.00 CH

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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: 002027 FRAME: 0599

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)

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.

John G. Bisbikis, Esq.

1/17/2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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 the Assignment.)

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

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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)

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 17, 1999, is made by VISTA INFORMATION SOLUTIONS, INC., a Delaware corporation (the "Pledgor") in favor of MOORE NORTH AMERICA, INC. (the "Seller") and MOORE CORPORATION LIMITED ("Moore Limited," and collectively with Seller, the "Secured Party").

RECITALS

A. The Seller, the Pledgor and Vista DMS, Inc. (the "U.S. Purchaser") are parties to that certain Agreement for Purchase and Sale of Assets (as amended, modified or supplemented, the "Purchase Agreement"), dated July 28, 1999, and the U.S. Purchaser is contemplated to assign certain of its rights to VISTAinfo Canada, Inc., the Pledgor's wholly owned subsidiary and a Canadian corporation ("Canadian Purchaser," and together with the U.S. Purchaser, the "Purchaser").

B. As part of the consideration for the transfer of assets contemplated by the Purchase Agreement, concurrently herewith the U.S. Purchaser and the Pledgor are jointly and severally becoming obligors with respect to that certain \$18,700,000 Secured Convertible Note dated as of even date herewith in favor of the Seller (the "Secured Convertible Note") and the Canadian Purchaser is guaranteeing the obligations of the U.S. Purchaser and the Pledgor in respect of the Secured Convertible Note. In addition, the Pledgor and the U.S. Purchaser are jointly and severally becoming obligors with respect to that certain \$7,500,000 Secured Working Capital Term Note dated as of even date herewith in favor of the Seller (the "Secured Working Capital Term Note"; and together with the Secured Convertible Note, the "Notes" and individually, a "Note").

C. In connection with the Purchase Agreement, the Pledgor, together with the U.S. Purchaser and certain other pledgors, is executing and delivering a Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement").

D. It is a condition precedent to the transactions contemplated by the Purchase Agreement that the Pledgor enter into this Agreement and grant to the Secured Party the security interests hereinafter provided to secure the Obligations (defined below).

E. It is in the best interest of the Pledgor to execute this Agreement, as the Pledgor will derive substantial direct and indirect benefits from the transactions contemplated by the Purchase Agreement.

F. The Pledgor has duly authorized the execution, delivery and performance of this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble, recitals, schedules and exhibits, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Pledgor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names, applications and licenses as described in Schedule 1), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; and

(b) all Proceeds of the foregoing.

SECTION 3. Security and Pledge Agreement. This Agreement has been executed and delivered by the Pledgor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Termination. Upon payment and performance in full of all Obligations, the security interests granted under this Agreement shall terminate and the Secured Party shall promptly execute and deliver to the Pledgor such documents and instruments reasonably requested by the Pledgor as shall be necessary to evidence termination of all security interests given by the Pledgor to the Secured Party hereunder; provided, however, that the obligations of the Pledgor under Section 15 of the Security Agreement shall survive such termination.

SECTION 5. Acknowledgement. The Pledgor does hereby further acknowledge and affirm that the rights and remedies of the 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts and additional persons may become a Pledgor hereunder by executing a counterpart of this Agreement or by executing a supplement hereto, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

SECURED PARTY

MOORE NORTH AMERICA, INC.

By: [Signature]
Title: Vice President

MOORE CORPORATION LIMITED

By: [Signature]
Title: Vice President

THE PLEDGOR

VISTA INFORMATION SOLUTIONS,
INC.

By: [Signature]
Title: VICE PRESIDENT

SCHEDULE I

Trademark/Service Marks

Registered Marks:

	<u>MARK</u>	<u>REGISTERED NUMBER</u>	<u>INT'L CLASSIF. NUMBER</u>	<u>COMMENT</u>
1.	DATAMAP	R1653624	16	Registered 8/13/91
2.	GUS	R1707524	42	Registered 8/11/92
3.	MARKETPRO	R1914648	9	Registered 8/29/95
4.	VISTA INFORMATION EXPRESSWAY	R2039799	42	Registered 2/25/97

Applications:

	<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>INT'L CLASSIF. NUMBER</u>	<u>COMMENT</u>
1.	VISTAINFO	75-665060	9, 42	Pending
2.	VISTAINFO (stylized)	75-665061	9, 42	Pending
3.	VISTACHECK	75-441360	42	Notice of Allowance issued 1/19/99