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Tab settings

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

1. Name of conveying Party(ies):
Cambridge Scientific Abstracts, Limited Partnership

- Individual(s)
- General partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional Name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: November 18, 1999

2. Name and address of receiving Party(ies)

Name: MCG Finance Corporation

Internal Address: Suite 800

Street Address: 1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State DE
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No's

1936433 (Aqualine - Class 9)

Additional numbers attached? Yes No

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

Name: MCG Finance Corporation

Internal Address: Suite 800

Street Address:
1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

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

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account number:

(Attach) duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. State 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.

Dana E. Stern

August 15, 2000

Name of Person Signing

Signature

Date

Total number of pages including this cover sheet and any attachments: 10

OMB No. 0651-0011 (exp. 4/94)

09/16/2000 MTHA11 00000200 1936433

Do not detach this portion

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40.00 DP

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of September 30, 1998, by **CAMBRIDGE SCIENTIFIC ABSTRACTS, LIMITED PARTNERSHIP** (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG FINANCE CORPORATION (including any successor, participant, assignee or transferee thereof, "Lender").

RECITALS

WHEREAS, Lender has and continues to extend credit (on a senior secured basis) to Grantor, and Cambridge Information Group, Inc., and HRIN Corporation, and Sociological Abstracts, LLC (each, a "Borrower"; collectively, the "Borrowers"); and

WHEREAS, pursuant to that certain Amended and Restated Credit Facility Agreement by and among Borrowers and Lender dated as of September 30, 1998 (as may be amended from time to time, "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered a certain Security Agreement by Grantor in favor of Lender (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Lender; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Lender for purposes of securing the obligations to Lender under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lender pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Lender hereby agree as follows:

1. Grant. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation,

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto) through their duly authorized officers, as of the date first written above.

ATTEST/WITNESS:

**CAMBRIDGE SCIENTIFIC ABSTRACTS,
LIMITED PARTNERSHIP (Grantor)**

BY: Cambridge Information Group, Inc.
(Sole General Partner of Grantor)

By: Barbara Inkelas
Name: Barbara Inkelas
Title: Secretary

By: [Signature]
Name: Robert N. Snyder
Title: President

[CORPORATE SEAL]

Address: 7200 Wisconsin Avenue
Bethesda, MD 20814

Facsimile: (301) 961-6970

WITNESS:

**MCG FINANCE CORPORATION
(Lender)**

By: _____

By: _____
Bryan J. Mitchell
President and Chief Executive Officer

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

Facsimile: (703) 247-7505

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST/WITNESS:

**CAMBRIDGE SCIENTIFIC ABSTRACTS,
LIMITED PARTNERSHIP (Grantor)**

BY: Cambridge Information Group, Inc.
(Sole General Partner of Grantor)

By: _____
Name: _____
Title: Secretary

By: _____
Name: Robert N. Snyder
Title: President

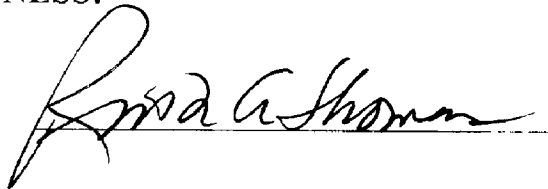
[CORPORATE SEAL]

Address: 7200 Wisconsin Avenue
Bethesda, MD 20814

Facsimile: (301) 961-6970

WITNESS:

By:



**MCG FINANCE CORPORATION
(Lender)**

By:


Bryan J. Mitchell
President and Chief Executive Officer

Address: 1100 Wilson Boulevard
Suite 800
Arlington, VA 22209

Facsimile: (703) 247-7505

ACKNOWLEDGMENT

STATE OF Maryland :
: SS
COUNTY OF Montgomery :

Before me, the undersigned, a Notary Public, on this 2nd day of August, 2000, personally appeared Robert N. Snyder and Barbara Inkel, to me known personally, who, being by me duly sworn, did each separately say that he/she is the President and Secretary of the (respectively, as appropriate) of **Cambridge Scientific Abstracts, Limited Partnership**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said Cambridge Information Group, Inc. by authority of its Board of Directors, and the said President and Secretary each acknowledged said instrument to be his/her free act and deed.

General Partner


Paula M. Velez
Notary Public

My Commission Expires: May 1, 2003

ACKNOWLEDGEMENT

STATE OF VIRGINIA :
 : SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 20 day of AUGUST, 2000, personally appeared Bryan J. Mitchell to me known personally, who, being by me duly sworn, did say that he is the President and Chief Executive Officer of **MCG FINANCE CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Finance Corporation by authority of its Board of Directors (through its Credit Committee), and the said Bryan J. Mitchell acknowledged said instrument to be his free act and deed.



Notary Public My Commission Expires January 31, 2004
My Commission Expires: _____

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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II. Pending Copyright Applications

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
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III. Unregistered Copyrights

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
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IV. Copyright Licenses

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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SCHEDULE B

PATENT COLLATERAL

I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
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II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
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III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number</u>
Aqualine (Class 9)	US	1936433

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
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III. Trademark Licenses

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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