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

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PATENT & TRADEMARK OFFICE

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03-28-2001
U.S. Patent & TMOfc/TM Mail Rcpt. Dt. #31

06-08-2001
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RECO SHEET

TRADEMARKS ONLY

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

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] 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

Execution Date Month Day Year: 03292001

Name: Ceridian Corporation

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A., as Collateral Agent

DBA/AKA/TA:

Composed of:

Address (line 1): Mail Code: NC1-001-15-03

Address (line 2): One Independence Center, 101 N. Tryon Street

Address (line 3): Charlotte (City) North Carolina (State/Country) 28255 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: National Banking Association

[ ] Citizenship/State of Incorporation/Organization: United States

[ ] 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.)*

04/05/2001 TDIAZ1 00000132 76092917

01 FC:481 40.00 OP
02 FC:482 575.00 OP

FOR OFFICE USE ONLY

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, DC 20231

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date (Month Day Year): 03292001

Name: Ceridian Corporation

Formerly:

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization: Delaware

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name: Bank of America, N.A., as Collateral Agent

DBA/AKA/TA:

Composed of:

Address (line 1): Mail Code: NC1-001-15-03

Address (line 2): One Independence Center, 101 N. Tryon Center Street

Address (line 3): Charlotte (City) North Carolina (State/Country) 28255 (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 the Assignment.)*

☐ Citizenship/State of Incorporation/Organization

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)		
			1817292	1984594	1560614
			2062674	2159835	1716997
			1549966	2062659	849597
			1344975	1706355	2384772

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 (415) 979-2501

Name Mark Hartwell

Address (line 1) Brobeck, Phleger & Harrison LLP

Address (line 2) Spear Street Tower

Address (line 3) One Market

Address (line 4) San Francisco, CA 94105

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 82

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

[X] 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)		
76092917	75377439	76098398	1804179	1023753	1004086
			983376	2067527	2108170
			1944510	1935881	1674194

Number of Properties

Enter the total number of properties involved. # 24

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 615.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 50-1640

Authorization to charge additional fees: Yes [X] 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 H. Grierson — Name of Person Signing

Signature

3/28/01 — Date Signed

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of March 29, 2001, is made by and among CERIDIAN CORPORATION, a Delaware corporation (the "Grantor") in favor of the "Collateral Agent" (as defined herein) for the benefit of: (a) BANK OF AMERICA, N.A., as the administrative agent (in such capacity, the "Administrative Agent") for itself and the financial institutions (the "Lenders" and, individually, a "Lender") from time to time party to that certain Credit Agreement dated as of January 31, 2001 (as renewed, extended, modified, amended or restated from time to time, the "Credit Agreement"), (b) the "Swap Provider" (as defined herein); and (c) the Note Holders party from time to time to the Note Purchase Agreement.

RECITALS

WHEREAS, it is a condition precedent to the borrowings under the Credit Agreement and the Note Purchase Agreement that the Grantor enter into this Agreement and grant to the Collateral Agent, for the ratable benefit of the Credit Agents, the security interests hereinafter provided to secure the obligations of the Grantor described below.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them, respectively, in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Account Control Agreement" means any account control agreement, deposit account control agreement, lockbox or other agreement with any securities intermediary or depository granting control with respect to any investment property or deposit account for purposes of Article 9 of the UCC or applicable law.

"Accounts" means any and all accounts of Grantor, whether now existing or hereafter acquired or arising, and in any event includes all accounts receivable, contract rights, royalties, Deposit Accounts, Rights to Payment and other obligations of any kind owed to Grantor arising out of or in connection with the sale, lease, license or other transfer of Intellectual Property, merchandise, goods or commodities or the rendering of services or arising from any other transaction, however evidenced, and whether or not earned by performance, all guaranties, indemnities and security with respect to the foregoing, and all letters of credit relating thereto, in each case whether now existing or hereafter acquired or arising.

"Arbitron Databases" means any and all of Grantor's collections or compilations of data, stored in such a way as to permit selective search and retrieval using electronic,

electromagnetic, manual or mechanical methods, which relate to Grantor's business, and wherever maintained, collected or accessed.

"Books" means all books, records and other written, electronic or other documentation in whatever form maintained now or hereafter by or for Grantor in connection with the ownership of its assets or the conduct of its business or evidencing or containing information relating to the Collateral, including: (i) ledgers; (ii) records indicating, summarizing, or evidencing Grantor's assets (including Inventory and Rights to Payment), business operations or financial condition; (iii) computer programs and software; (iv) computer discs, tapes, files, manuals, spreadsheets; (v) computer printouts and output of whatever kind; (vi) any other computer prepared or electronically stored, collected or reported information and equipment of any kind; and (vii) any and all other rights now or hereafter arising out of any contract or agreement between Grantor and any service bureau, computer or data processing company or other Person charged with preparing or maintaining any of Grantor's books or records or with credit reporting, including with regard to Grantor's Accounts.

"Chattel Paper" means all writings of whatever sort which evidence a monetary obligation and a security interest in or lease of specific goods, including electronic chattel paper, whether now existing or hereafter arising.

"Collateral" has the meaning set forth in Section 2.

"Collateral Agent" means Bank of America, N.A. in its capacity as "Collateral Agent" (as defined in the Intercreditor Agreement; or such replacement Collateral Agent as may be appointed from time to time thereunder) on behalf and for the benefit of, (a) Bank of America, N.A. in its capacity as the Administrative Agent for the benefit of itself and the other Lenders from time to time party to the Credit Agreement, and the L/C Issuer; (b) the Note Holders from time to time party to the Note Purchase Agreement; and (c) the Swap Provider.

"Copyright Office" means the United States Copyright Office.

"Credit Agents" and each, individually, a "Credit Agent" means (a) the Administrative Agent (for the benefit of itself and the other Lenders, and the L/C Issuer), (b) the Note Holders and (c) the Swap Provider.

"Credit Documents" means, collectively, the Loan Documents, the Note Holder Documents and the Swap Documents.

"Credit Parties" and each, individually, a "Credit Party" means the Credit Agents and the Debt Participants.

"Database Copyright Filing" has the meaning specified in Section 5(q)(v)(A).

"Debt Participant" means a "Debt Participant" under, and as defined in, the Intercreditor Agreement.

"Deposit Account" means any demand, time, savings, passbook or like account now or hereafter maintained by or for the benefit of Grantor with a bank, savings and loan

association, credit union or like organization (including Bank of America) and all funds and amounts therein, whether or not restricted or designated for a particular purpose.

"Documents" means any and all documents of title, bills of lading, dock warrants, dock receipts, warehouse receipts and other documents of Grantor, whether or not negotiable, and includes all other documents which purport to be issued by a bailee or agent and purport to cover goods in any bailee's or agent's possession which are either identified or are fungible portions of an identified mass, including such documents of title made available to Grantor for the purpose of ultimate sale or exchange of goods or for the purpose of loading, unloading, storing, shipping, transshipping, manufacturing, processing or otherwise dealing with goods in a manner preliminary to their sale or exchange, in each case whether now existing or hereafter acquired or arising.

"Equipment" means all now existing or hereafter acquired equipment of Grantor in all of its forms, wherever located, and in any event includes any and all machinery, furniture, equipment, furnishings and fixtures in which Grantor now or hereafter acquires any right, and all other goods and tangible personal property (other than Inventory), including tools, parts and supplies, automobiles, trucks, tractors and other vehicles, computer and other electronic data processing equipment and other office equipment, computer programs and related data processing software, and all additions, substitutions, replacements, parts, accessories, and accessions to and for the foregoing, now owned or hereafter acquired, and including any of the foregoing which are or are to become fixtures on real property.

"Filing Offices" has the meaning set forth in Section 3(a).

"General Intangibles" means all general intangibles of Grantor, now existing or hereafter acquired or arising, and in any event includes: (i) all tax and other refunds, rebates or credits of every kind and nature to which Grantor is now or hereafter may become entitled; (ii) all good will, choses in action and causes of action, whether legal or equitable, whether in contract or tort and however arising; (iii) all Intellectual Property; (iv) all rights of stoppage in transit, replevin and reclamation; (v) all licenses, permits, consents, indulgences and rights of whatever kind issued in favor of or otherwise recognized as belonging to Grantor by any Governmental Authority; (vi) all indemnity agreements, guaranties, insurance policies and other contractual, equitable and legal rights of whatever kind or nature; and (vii) all rights to receive payment and other rights arising under any Swap Contracts; in each case whether now existing or hereafter acquired or arising.

"Grantor" has the meaning set forth in the first paragraph hereof.

"Instructing Group" means "Instructing Group" under, and as defined in, the Intercreditor Agreement.

"Instruments" means any and all negotiable instruments and every other writing which evidences a right to the payment of money, wherever located and whether now existing or hereafter acquired.

"Intellectual Property" means the following properties and assets owned or held by Grantor or in which Grantor otherwise has any interest, now existing or hereafter acquired or arising:

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents, patent applications and patent licenses as described in Schedule 2), all rights to sue for past, present or future infringement thereof, all rights arising in connection with any of the foregoing and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; all copyrights and applications for copyright (including with respect to the Arbitron Databases and the Material Arbitron Software), domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship (including the copyrights and copyright applications described in Schedule 2), all rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright;

(ii) 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 2), 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;

(iii) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software (including all Material Arbitron Software and Material Software Additions), confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases (including all Arbitron Databases), quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs;

(iv) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets; and

(v) all intellectual property rights and property of the Grantor now existing or hereafter arising, covered by any Supplemental IP Security Agreement executed by Grantor from time to time in accordance with Section 3(c).

"Intercreditor Agreement" means that Intercreditor Agreement dated as of January 31, 2001 among the Collateral Agent, the Administrative Agent, the Swap Provider, and the Note Holders.

"Inventory" means any and all of Grantor's inventory in all of its forms, wherever located, whether now owned or hereafter acquired, and in any event includes all goods (including goods in transit) which are held for sale, lease or other disposition, including those held for display or demonstration or out on lease or consignment or to be furnished under a contract of service, or which are raw materials, work in process, finished goods or materials used or consumed in Grantor's business, and the resulting product or mass, and all repossessed, returned, rejected, reclaimed and replevied goods, together with all parts, components, supplies packing, and other materials used or usable in connection with the manufacture, production, packing, shipping, advertising, selling or furnishing of such goods; and all other items hereafter acquired by Grantor by way of substitution, replacement, return, repossession or otherwise, and all additions and accessions thereto, and any Document representing or relating to any of the foregoing at any time.

"Investment Property" means any and all investment property of Grantor, including all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, and all financial assets held in any securities account or otherwise, wherever located, and whether now existing or hereafter acquired or arising; provided, however, Investment Property shall not include any of the shares of capital stock of New Ceridian.

"Letter of Credit Proceeds" means any and all proceeds of written letters of credit.

"Material Arbitron Software" means all computer operation and application programs of Grantor listed on Schedule 2.

"Material Software Addition" means any update, release, version, patch, debugging program, compilation, or beta in respect of Material Arbitron Software, and any and all computer operation and application programs, including all object and source code and all copies and encodings thereof, purchased, created or otherwise acquired by Grantor after the Closing Date.

"Note Holder Collateral Documents" means, collectively, (i) the Security Agreements and the Pledge Agreements (as such terms are defined in the Credit Agreement, but to the extent entered into by the parties thereto for the benefit of, and as modified, extended or other wise changed in respect of, the Note Holders), (ii) all Account Control Agreements executed by any Loan Party under any Note Holder Document, (iii) all documents executed by any Loan Party to accomplish cash collateralization pursuant to any Note Holder Document, and (iv) all licenses, UCC financing statements, notices and other documents executed from time to time or in connection with any of the foregoing.

"Note Holder Documents" means, collectively, the Note Purchase Agreement, any "Notes" issued thereunder, the Note Holder Collateral Documents and the Note Holder Guaranties.

"Note Holder Guaranties" means the Guaranties under and as defined in the Credit Agreement, but to the extent entered into by the Guarantors thereunder for the benefit of, and as modified, extended or otherwise changed in respect of, the Note Holders.

"Note Holder" means a "Note Holder" under, and as defined in, the Note Purchase Agreement.

"Note Purchase Agreement" means that Note Purchase Agreement dated as of January 31, 2001 among the Borrower, the Note Holders party thereto, as renewed, extended, modified, amended or restated from time to time.

"Partnership Collateral" means any and all limited and general partnership interests and limited liability company interests of any type or nature, whether now existing or hereafter acquired or arising.

"Patent and Trademark Office" means the United States Patent and Trademark Office.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Collateral or other assets of Grantor, including "proceeds" as defined at UCC Section 9306, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Grantor from time to time with respect to any of the Collateral, any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of Governmental Authority), any and all other amounts from time to time paid or payable under or in connection with any of the Collateral or for or on account of any damage or injury to or conversion of any Collateral by any Person, any and all other tangible or intangible property received upon the sale or disposition of Collateral, and all proceeds of proceeds.

"Rights to Payment" means all Accounts and any and all rights and claims to the payment or receipt of money or other forms of consideration of any kind in, to and under all Chattel Paper, Documents, General Intangibles, Instruments, Investment Property and Proceeds.

"Secured Obligations" means all indebtedness, liabilities and other obligations of the Grantor to the Collateral Agent, any of the Credit Agents and any Debt Participant, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, now or hereafter created under, arising out of, or in connection with any of the Credit Documents, including all Obligations (as independently defined in each of the Credit Agreement and the Note Purchase Agreement), and any obligations under any of the Swap Documents.

"Software Copyright Filing" has the meaning specified in Section 5(q)(v)(B).

"Specified Swap Agreement" means any ISDA® Master Agreement (including any schedule and confirmation relating thereto) entered into between the Grantor and the Swap Provider as swap counterparties.

"Specified Swap Contract" means any interest rate swap entered into between the Grantor and the Swap Provider as swap counterparties constituting a "Specified Swap Contract" as defined in the Credit Agreement.

"Supplemental IP Security Agreement" means a Supplemental IP Security Agreement substantially in the form of Exhibit I of the Credit Agreement, executed pursuant to Section 3(c) hereof and Section 6.16 of the Credit Agreement, and the terms and conditions of which may derive from, and be incorporated by reference to, this Agreement.

"Swap Collateral Documents" means, collectively, (a) the Security Agreements and the Pledge Agreements (as such terms are defined in the Credit Agreement, but to the extent entered into by the parties thereto for the benefit of, and as modified, extended or otherwise changed in respect of, the Swap Provider, (b) all Account Control Agreements executed by any Loan Party under any Swap Document, (c) any documents executed by any Loan Party to accomplish cash collateralization pursuant to any Swap Document, and (d) all licenses, UCC financing statements, notices and other documents executed from time to time in connection with any of the foregoing.

"Swap Documents" means, collectively, any Specified Swap Agreement, the Swap Collateral Documents and the Swap Guaranties.

"Swap Guaranties" means the Guaranties under and as defined in the Credit Agreement, but to the extent entered into by the Guarantors thereunder for the benefit of, and as modified, extended or otherwise changed in respect of, the Swap Provider.

"Swap Provider" has the meaning specified in the Intercreditor Agreement.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

"UCC Financing Statements" has the meaning specified in Section 4(f).

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation set forth in Sections 1.02, 1.03, 1.04 and 1.05 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, Grantor hereby pledges, assigns, transfers, hypothecates and sets over to the Collateral Agent (for the benefit of the Credit Agents, and each of them), and hereby grants to the Collateral Agent (for the benefit of the Credit Agents, and each of them), a security

interest in all of Grantor's right, title and interest in, to and under the following property, wherever located and whether now existing or owned or hereafter acquired or arising (collectively, the "Collateral"):

(i) all Accounts;

(ii) all Chattel Paper;

(iii) all Deposit Accounts;

(iv) all Documents;

(v) all Equipment;

(vi) all General Intangibles;

(vii) all Instruments;

(viii) all Investment Property;

(ix) all Inventory;

(x) all Books;

(xi) all products and Proceeds of any and all of the foregoing; and

(xii) all Letter of Credit Proceeds.

Notwithstanding the foregoing provisions of this Section 2(a), such grant of security interest shall not extend to, and the term "Collateral" shall not include, any Intellectual Property which is now held or hereafter held by Grantor as licensee, lessee or otherwise, to the extent such Intellectual Property consists of: (i) ordinary shrinkwrap licenses governing software products that Grantor purchased for use in the Ordinary Course of Business; or (ii) licenses listed on Schedule 5.17 of the Credit Agreement.

(b) Grantor Remains Liable. Anything herein to the contrary notwithstanding, (i) Grantor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Collateral Agent of any of the rights hereunder shall not release Grantor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral, and (iii) none of the Collateral Agent or any Credit Party shall have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall any such Person be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(c) Continuing Security Interest. Grantor agrees that this Agreement shall create continuing security interests in the Collateral which shall remain in effect until terminated in accordance with Section 23.

SECTION 3 Perfection Procedures. Grantor shall duly complete, execute and deliver to the Collateral Agent and each of the Credit Agents concurrently with the execution of this Agreement, and at any time and from time to time, all Supplemental IP Security Agreements, financing statements, continuation statements, termination statements, security agreements, chattel mortgages, assignments, patent, copyright and trademark collateral assignments, fixture filings, warehouse receipts, Account Control Agreements, documents of title, affidavits, reports, notices, schedules of account, letters of authority and all other documents and instruments, in form satisfactory to the Administrative Agent, and take all other action, as the Collateral Agent (upon instruction of the Instructing Group) may request, to perfect and continue perfected, maintain the priority of or provide notice of the Collateral Agent's security interests in the Collateral for the benefit of each of the Credit Agents and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, Grantor shall from time to time take the following actions:

(a) Filing of Security Agreements; Financing Statements. On or prior to the Closing Date Grantor shall execute, notarize and deliver (i) such counterpart originals of this Agreement, (ii) such original UCC Financing Statements and (iii) such original Supplemental IP Security Agreements as the Collateral Agent at the instruction of the Instructing Group may reasonably request; all duly completed and in final form for recordation at the offices described in Schedule 3 (the "Filing Offices"), and after the Closing Date the Grantor shall execute, notarize and deliver original completed UCC Financing Statements for filing or recording in the appropriate filing office or offices in any state identified by a Grantor in a notice delivered pursuant to Section 5(e).

(b) Deposit Accounts. On or prior to the Closing Date Grantor shall execute such Account Control Agreements, notices, and shall take such other action, as the Collateral Agent at the instruction of the Instructing Group may reasonably request, to perfect and continue perfected, maintain the priority of or provide notice of the Collateral Agent's security interests in Collateral for the benefit of each of the Credit Agents consisting of Deposit Accounts and to accomplish the purposes of this Agreement.

(c) Intellectual Property Collateral.

(i) Patents; etc. Promptly following any submission, filing or recordation required pursuant to subsection (iv) of Section 5(q) (except as provided in subsection (c)(ii) with respect to certain copyrights), record such duly completed, signed and notarized Supplemental IP Security Agreement with the Patent and Trademark Office or Copyright Office, as applicable, and take such other action as may be necessary, or as the Collateral Agent at the instruction of the Instructing Group may reasonably request, to perfect or protect the Collateral Agent's security interests in such Intellectual Property for the benefit of each of the Credit Agents. Grantor shall promptly, but in any event not later than ten days after any such recordation, deliver to the Collateral Agent and each Credit Agent true and complete copies of all file-

stamped applications, disclosure documents and amendments, and all file-stamped Supplemental IP Security Agreements recorded at the Patent and Trademark Office.

(ii) Copyrights. Grantor shall:

(A) Promptly following any submission, filing or recordation required pursuant to subsection (v) of Section 5(q), duly complete, execute, notarize and record a Supplemental IP Security Agreement at the Copyright Office and take such other actions as may be necessary or appropriate in the discretion of the Collateral Agent at the instruction of the Instructing Group to perfect or protect the Collateral Agent's security interests in (I) all Database Copyright Filings for such quarter, and (II) all Software Copyright Filings made since the most recently filed Supplemental IP Security Agreement; and

(B) take such other action as may be necessary, or the Collateral Agent may reasonably request, to perfect or protect the Collateral Agent's security interests in the Intellectual Property.

(iii) The Grantor hereby authorizes the Collateral Agent to modify, amend or supplement the Schedules hereto and to reexecute this Agreement and any Supplemental IP Security Agreement from time to time on the Grantor's behalf and as its attorney-in-fact to include any such future Collateral and to cause to such reexecuted Agreement, Supplemental IP Security Agreement or such modified, amended or supplemented Schedules to be filed with the Copyright Office or the Patent and Trademark Office.

(d) Documents, Etc. Within five calendar days after receipt, Grantor shall deliver to the Collateral Agent, or an agent designated by it, for the benefit of the Credit Agents, appropriately endorsed or accompanied by appropriate instruments of transfer or assignment, all Documents and Chattel Paper, and all other Rights to Payment at any time evidenced by promissory notes, trade acceptances or other instruments, not already delivered hereunder pursuant to this Section 3; provided, however, that unless an Event of Default shall have occurred and be continuing, Grantor shall not be required to deliver any Document, Chattel Paper, promissory note, trade acceptance or other instrument having a face amount not in excess of $100,000. Upon the request of the Collateral Agent, Grantor shall mark all Documents and Chattel Paper with such legends as the Collateral Agent shall reasonably specify.

SECTION 4 Representations and Warranties. In addition to the representations and warranties of the Grantor set forth in the Credit Agreement, which are incorporated and restated herein by this reference, and which are true and correct as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, Grantor further represents and warrants to each Credit Party that:

(a) Location of Chief Executive Office and Collateral. Grantor's chief executive office and principal place of business is located at the address set forth in Schedule 1, and all other locations where Grantor conducts business or Collateral is kept are set forth in Schedule 1.

(b) Locations of Books. All locations where Books pertaining to the Rights to Payment are kept, including all equipment necessary for accessing such Books and the names and addresses of all service bureaus, computer or data processing companies and other Persons keeping any Books or collecting Rights to Payment for Grantor, are set forth in Schedule 1.

(c) Trade Names and Trade Styles. All trade names and trade styles under which Grantor presently conducts the Arbitron Business operations are set forth in Schedule 1, and, except as set forth in Schedule 1 and in connection with the Transaction, Grantor has not, at any time in the past year: (i) been known as or used any other corporate, trade or fictitious name; (ii) changed its name; (iii) been the surviving or resulting corporation in a merger or consolidation; or (iv) acquired through asset purchase or otherwise any business of any Person.

(d) Ownership of Collateral. Grantor is, and, subject to Section 5(i), will continue to be, the sole and complete owner of the Collateral, or has a valid and enforceable leasehold or licensee's interest in such Collateral as set forth in Schedule 2 and in accordance with subsection (i) of this Section 4 (or, in the case of after-acquired Collateral, at the time Grantor acquires rights in such Collateral, will be the sole and complete owner thereof, or will have a valid and enforceable leasehold or licensee's interest in such Collateral, to the extent permitted hereunder or under the Credit Agreement), free from any Lien other than Permitted Liens.

(e) Enforceability; Priority of Security Interest. (i) This Agreement together with such Supplemental IP Security Agreements as have been executed by Grantor and filed at the Copyright Office or Patent and Trademark Office in respect of the Intellectual Property create security interests which are enforceable against the Collateral in which Grantor now has rights and will create security interests which are enforceable against any Collateral in which Grantor hereafter acquires rights at the time Grantor acquires any such rights.

(ii) The Collateral Agent has a perfected and first priority security interest in the Collateral in which Grantor now has rights, and will have a perfected and first priority security interest in the Collateral in which Grantor hereafter acquires rights at the time Grantor acquires any such rights, in each case for the Credit Agent's benefit and, subject only to Permitted Liens, securing the payment and performance of the Secured Obligations.

(f) Other Financing Statements. Other than (i) financing statements or other filings naming the owner of the asset to which such Lien relates as debtor, under the UCC, copyright, patent, or trademark or any comparable law ("UCC Financing Statements") disclosed to the Administrative Agent prior to the Effective Date and listed on Schedule 5.17 of the Credit Agreement, and (ii) UCC Financing Statements in favor of the Collateral Agent for itself and the Credit Agents pursuant to the Credit Documents, no effective UCC Financing Statement naming Grantor as debtor, assignor, grantor, mortgagor, pledgor or the like or covering all or any part of the Collateral is on file in any filing or recording office in any jurisdiction, except in connection with Permitted Liens.

(g) Rights to Payment.

(i) The Rights to Payment represent valid, binding and enforceable obligations of the account debtors or other Persons obligated thereon, representing undisputed, bona fide transactions completed in accordance with the terms and provisions contained in any documents related thereto, and are and will be genuine, free from Liens, and not subject to any adverse claims, counterclaims, setoffs, defaults, disputes, defenses, discounts, retainages, holdbacks or conditions precedent of any kind of character, except to the extent reflected by the Grantor's reserves for uncollectible Rights to Payment or to the extent, if any, that such account debtors or other Persons may be entitled to normal and ordinary course trade discounts, returns, adjustments and allowances in accordance with Section 5(m), or as otherwise disclosed to the Credit Agents in writing or occurring in the ordinary course of business;

(ii) to the best of Grantor's knowledge, all account debtors and other obligors on Rights to Payment are solvent and generally paying their debts as they come due, except to the extent that Grantor has established adequate reserves therefor in accordance with GAAP;

(iii) all Rights to Payment comply in all material respects with all applicable laws concerning form, content and manner of preparation and execution, including where applicable any federal or state consumer credit laws;

(iv) Grantor has not assigned any of its rights under the Rights to Payment except as provided in this Agreement or as set forth in the other Credit Documents;

(v) all statements made, all unpaid balances and all other information in the Books and other documentation relating to the Rights to Payment in all material respects are true and correct and what they purport to be; and

(vi) Grantor has no knowledge of any fact or circumstance which would materially impair the validity or collectibility of any of such Rights to Payment, except to the extent that Grantor has established adequate reserves therefor in accordance with GAAP;

(h) Inventory. No Inventory is stored with any bailee, warehouseman or similar Person or on any premises leased to Grantor, nor has any Inventory been consigned to Grantor or consigned by Grantor to any Person or is held by Grantor for any Person under any "bill and hold" or other arrangement, except at locations listed in Schedule 1.

(i) Intellectual Property.

(i) As of the Closing Date, except as set forth in Schedule 2, (A) Grantor (directly or through any Subsidiary) does not own, possess or use under any licensing arrangement (other than ordinary shrinkwrap licenses governing software products that Grantor purchased for use in the Ordinary Course of Business) Intellectual Property materially related to the Arbitron Business, and (B) Grantor (directly or through any Subsidiary) has no registrations or applications therefor pending before any Governmental Authority, that are or may be materially related to the Arbitron Business, for any (I) patents or trademarks, (II) copyrights in respect of Material Arbitron Software, Material Software Additions or Arbitron Databases for which any such application was submitted after December 31, 1998, (III) copyrights in respect of "Radio Market Reports" of Grantor for which any such application was submitted after

December 1, 2000, or (IV) any other copyrights for which such application was submitted after December 31, 1999.

(ii) All Grantor's Intellectual Property is subsisting and has not been adjudged invalid or unenforceable in whole or in part.

(iii) All maintenance fees required to be paid by Grantor on account of any of its patents have been timely paid for maintaining such patents in force, and, to the best of Grantor's knowledge, each of such patents is valid and enforceable.

(iv) To the best of Grantor's knowledge, no infringement or unauthorized use presently is being made of any Intellectual Property by any Person that could reasonably be expected to have a Material Adverse Effect.

(v) Grantor is the owner or licensee of its Intellectual Property and the past, present and contemplated future use of such Intellectual Property by Grantor has not, does not and will not infringe or violate any right, privilege or license agreement of or with any other Person in any material respect.

(vi) Grantor owns, has material rights under, is a party to, or an assignee of a party to all Intellectual Property necessary and appropriate to continue to conduct the Arbitron Business.

(vii) The Arbitron Databases purchased developed or otherwise acquired by Grantor since December 31, 1998 are protected under current, valid and enforceable copyright registrations (or applications therefor) at the Copyright Office and under the U.S. copyright laws.

(viii) The Material Arbitron Software is protected under current, valid and enforceable copyright registrations (or applications therefor) at the Copyright Office and under the U.S. copyright laws.

(ix) Grantor's Intellectual Property consisting of patents are protected under current, valid and enforceable patents or applications therefor issued by the Patent and Trademark Office and under the U.S. patent laws (except with respect to such patents that have expired of their own terms, and not as the result of any abandonment, dispute or settlement).

(j) Equipment. As of the Closing Date, none of the Equipment is leased from any Person, except as set forth in UCC record searches delivered to the Collateral Agent or as otherwise disclosed to the Administrative Agent and the other Credit Agents.

(k) Deposit Accounts. The names and addresses of all financial institutions at which Grantor maintains its Deposit Accounts, and the account numbers and account names of such Deposit Accounts, are set forth in Schedule 1. No Deposit Account Control Agreements exist with respect to any Investment Property other than any Deposit Account Control Agreements in favor of the Collateral Agent for the benefit of the Credit Agents.

(l) Instruments. (i) Grantor has not previously assigned any interest in any Instruments (other than such interests as will be released on or before the date hereof), (ii) no

Person other than Grantor owns an interest in the Instruments (whether as joint holders, participants or otherwise), (iii) all Instruments are owing only to Grantor, and (iv) no material default exists under or in respect of the Instruments.

(m) Other Investment Property. All securities accounts of the Grantor and other Investment Property of the Grantor are set forth in Schedule 1. No Account Control Agreements exist with respect to any Investment Property other than any Account Control Agreements in favor of the Collateral Agent for the benefit of the Credit Agents.

SECTION 5 Covenants. In addition to the covenants of the Grantor set forth in the Credit Agreement, which are incorporated herein by this reference, so long as any of the Secured Obligations remain unsatisfied, Grantor agrees that:

(a) Defense of Collateral. Grantor shall appear in and defend any action, suit or proceeding which may affect to a material extent its title to, or right or interest in, or the Collateral Agent's rights or interest in, the Collateral.

(b) Preservation of Collateral. Grantor shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral.

(c) Compliance with Laws, Etc. Grantor shall comply in all material respects with all laws, regulations and ordinances (including with respect to the Fair Labor Standards Act), and with all policies of insurance, relating in a material way to the possession, operation, maintenance and control of the Collateral.

(d) Location of Books and Chief Executive Office. Grantor shall: (i) keep all Books pertaining to the Rights to Payment at the locations set forth in Schedule 1; and (ii) give at least 30 days' prior written notice to the Collateral Agent and each Credit Agent of (A) any changes in any such location where Books pertaining to the Rights to Payment are kept, including any change of name or address of any service bureau, computer or data processing company or other Person preparing or maintaining any Books or collecting Rights to Payment for Grantor or (B) any changes in the location of Grantor's chief executive office or principal place of business.

(e) Location of Collateral. If any Collateral of Grantor shall be physically relocated to, or otherwise be physically located in, a state of the United States in which a financing statement has not already been filed with respect to such Collateral, Grantor shall give the Collateral Agent and each Credit Agent prompt notice thereof (and in any event not later than one Business Day after becoming aware thereof).

(f) Change in Name, Identity or Structure. Grantor shall give at least 30 days' prior written notice to the Collateral Agent and each Credit Agent of (i) any change in its name, (ii) any change of its jurisdiction of incorporation or the location of its chief executive offices, (iii) any changes in, additions to or other modifications of its trade names used as the name of Grantor set forth in Schedule 1, and (iv) any changes in its identity or structure in any manner which might make any financing statement filed hereunder incorrect or misleading.

(g) Maintenance of Records. Grantor shall keep accurate and complete Books with respect to the Collateral, disclosing the Collateral Agent's security interests hereunder for the benefit of the Credit Agents.

(h) Invoicing of Sales. The Grantor will invoice all of its sales upon forms customary in the industry and to maintain proof of delivery and customer acceptance of goods.

(i) Disposition of Collateral. Grantor shall not surrender or lose possession of (other than to a Credit Agent), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except to the extent expressly permitted by the Credit Agreement.

(j) Liens. (i) Grantor shall keep the Collateral free of all Liens except Permitted Liens.

(ii) Notwithstanding any other provision contained herein or in the Credit Agreement, no Disposition of any assets of the Grantor shall be deemed a transfer of goods free of the Collateral Agent's security interests under Section 9307 UCC, except that Dispositions expressly permitted by Sections 7.04(b)(i), 7.04(b)(ii), 7.04(b)(viii), 7.04(b)(x), 7.06(e), 7.06(i) and 7.06(j) thereof shall be free of such security interests. Accordingly, all non-excluded Dispositions shall be subject at all times to the Liens of the Collateral Agent.

(k) Expenses. The Grantor will pay all expenses of protecting, storing, warehousing, insuring, handling and shipping the Collateral.

(l) Leased Premises. At the Collateral Agent's request, Grantor shall obtain from each Person from whom Grantor leases any premises at which any Collateral is at any time present such subordination, waiver, consent and estoppel agreements as the Administrative Agent may reasonably require, in form and substance satisfactory to the Administrative Agent.

(m) Rights to Payment. Grantor shall:

(i) with such frequency as the Collateral Agent may reasonably require, furnish to the Collateral Agent (A) master customer listings, including all names and addresses, together with copies or originals (as requested by the Administrative Agent) of documents, customer statements, repayment histories and present status reports relating to the Accounts; (B) accurate records and summaries of Accounts, including detailed agings specifying the name, face value and date of each invoice, and listings of Accounts that are disputed or have been cancelled; and (C) such other information relating to the Accounts as the Collateral Agent shall from time to time reasonably request;

(ii) give only normal discounts, allowances and credits as to Accounts and other Rights to Payment, in the Ordinary Course of Business, according to normal trade practices, and enforce all Accounts and other Rights to Payment strictly in accordance with their terms or pursuant to Grantor's Ordinary Course of Business, and during the existence of an Event of Default, take all such action to such end as may from time to time be reasonably requested by the Collateral Agent, except that Grantor may at any time grant any extension of the time for payment or enter into any agreement to make a rebate or otherwise to reduce the amount

owing on or with respect to, or compromise or settle for less than the full amount thereof, any Account or other Right to Payment, in the Ordinary Course of Business, according to normal trade practices;

(iii) if any discount, allowance, credit, extension of time for payment, agreement to make a rebate or otherwise to reduce the amount owing on, or compromise or settle, an Account or other Right to Payment exists or occurs, or if, to the knowledge of Grantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to an Account or other Right to Payment, disclose such fact to the Collateral Agent in the Books relating to such Account or other Right to Payment when such Books are requested for inspection by the Collateral Agent, and in connection with any invoice or report furnished by Grantor to the Collateral Agent relating to such Account or other Right to Payment;

(iv) if Accounts in an amount in excess of $500,000 for any and all such Accounts arise from contracts with the United States or any department, agency or instrumentality thereof, promptly notify the Collateral Agent thereof and execute any documents and instruments and take any other steps reasonably requested by the Collateral Agent in order that all monies due and to become due thereunder shall be assigned to the Collateral Agent and notice thereof given to the federal authorities under the Federal Assignment of Claims Act (provided that such assignment and notice shall not be required if the applicable contract prohibits assignment);

(v) in accordance with its sound business judgment perform and comply in all material respects with its obligations in respect of the Accounts and other Rights to Payment;

(vi) subject to Section 7, upon the request of the Collateral Agent (A) at any time, notify all or any designated portion of the account debtors and other obligors on the Rights to Payment of the security interests hereunder, and (B) if there exists any Default or Event of Default, notify the account debtors and other obligors on the Rights to Payment or any designated portion thereof that payment shall be made directly to the Collateral Agent or to such other Person or location as the Collateral Agent shall specify; and

(vii) if there exists any Default or Event of Default, establish such lockbox or similar arrangements for the payment of the Accounts and other Rights to Payment as the Administrative Agent shall require.

(n) Deposit Accounts and Securities Accounts. Grantor shall give the Collateral Agent immediate notice of the establishment of any new Deposit Account and any new securities account with respect to any Investment Property.

(o) Inventory. Grantor shall:

(i) at such times as the Collateral Agent shall reasonably request, prepare and deliver to the Collateral Agent a report of all Inventory, in form and substance reasonably satisfactory to the Collateral Agent ;

(ii) upon the request of the Collateral Agent, take a physical listing of the Inventory and promptly deliver a copy of such physical listing to the Collateral Agent; and

(iii) not store any Inventory with a bailee, warehouseman or similar Person or on premises leased to Grantor, nor dispose of any Inventory on a bill-and-hold, guaranteed sale, sale and return, sale on approval, consignment or similar basis, nor acquire any Inventory from any Person on any such basis, except in the ordinary course of business and in accordance with its normal practices.

(p) Equipment. Grantor shall, upon the Collateral Agent's request, deliver to the Collateral Agent a report of each item of Equipment, in form and substance reasonably satisfactory to the Collateral Agent.

(q) Intellectual Property Collateral. Grantor shall:

(i) not allow or suffer any Intellectual Property to become abandoned, nor any registration thereof to be terminated, forfeited, expired or dedicated to the public, except for Intellectual Property having negligible commercial value;

(ii) not enter into any agreements or transactions (including any license, sublicense or royalty agreement) pertaining to any Intellectual Property outside of the ordinary course of business, or enter into any exclusive license or sublicense of any Intellectual Property, except in a transaction permitted under the Credit Documents;

(iii) promptly give the Collateral Agent notice of any rights Grantor may obtain to any new patentable inventions, copyrightable works or other new Intellectual Property, prior to the registration or recordation thereof (including pursuant to this Section 5(q)) as to which Grantor (a) has received gross royalty or license payments from any and all third parties in an aggregate amount excess of $1,000,000 during any of the five fiscal years preceding such time or (b) reasonably projects that it will receive gross royalty or license payments from any and all third parties in an aggregate amount excess of $1,000,000 during the any of the subsequent five fiscal years; provided that Grantor shall have no obligation to provide notice under this subsection (iii) to the extent that Grantor has satisfied, or within the immediately following three calendar months will satisfy, subsection (iv) or (v), as applicable, of this Section 5(q);

(iv) not less frequently than once every three calendar months and, additionally, upon the purchase, creation or other acquisition of any Material Software Addition, diligently record, register or prosecute, as applicable, all applications for patents, copyrights and trademarks, and diligently record, register and prosecute, as applicable, any and all continuations, continuations-in-part, applications for reissue, applications for certificate of correction and like matters in respect of Grantor's Intellectual Property as shall be reasonable and appropriate in accordance with prudent business practice, and promptly and timely pay any and all maintenance, license, registration and other fees, taxes and expenses incurred in connection with any Intellectual Property; and, without limiting the generality of the foregoing,

(v) (A) not less frequently than once every three calendar months, submit such duly completed, signed and notarized copyright registration forms to the Copyright Office and take such other actions as necessary to register under the U.S. copyright laws any and all additions, modifications or other changes to the Arbitron Databases (each, a "Database Copyright Filing") since the Closing Date; and (B) not less frequently than once every three

calendar months and, additionally, promptly after any purchase, creation or other acquisition of any Material Software Addition, submit such duly completed, signed and notarized copyright registration forms to the Copyright Office and take such other actions as necessary to register under the U.S. copyright laws each Material Software Addition (each, a "Software Copyright Filing"); and

(vi) not less frequently than once ever three calendar months, and promptly but in any event not later than ten days after any and all recordations described in subsections (iv) and (v) of this Section 5(q), and after any and all recordations described in Section 3(c), deliver to the Collateral Agent and each Credit Agent all such duly completed, file-stamped (or otherwise certificated or acknowledged) and recorded documents together with such other documents and information as the Collateral Agent or any Credit Agent may reasonably request.

(r) Notices, Reports and Information. Subject to Section 3(c), Grantor shall (i) notify the Collateral Agent and each Credit Agent of any material claim made or asserted against the Collateral by any Person and of any change in the composition of the Collateral or other event which could materially adversely affect the value of the Collateral or the Lien thereon in favor of the Collateral Agent (for the benefit of the Credit Agents); (ii) furnish to the Collateral Agent and each Credit Agent such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as the Collateral Agent at the instruction of the Instructing Group may reasonably request, all in reasonable detail; and (iii) upon reasonable request of the Collateral Agent or any Credit Agent make such demands and requests for information and reports as Grantor is entitled to make in respect of the Collateral.

(s) Insurance. (i) Grantor shall carry and maintain in full force and effect, at the expense of the Grantor and with financially sound and reputable insurance companies, insurance for itself and the Collateral Agent for the benefit of the Credit Agents, with respect to the Collateral in such amounts, with such deductibles and covering such risks as shall be specified in the Credit Agreement. Upon the request of the Collateral Agent, at the instruction of the Instructing Group, and in any event not less often than annually, Grantor shall furnish the Collateral Agent and each Credit Agent with full information as to the insurance carried by it and, if so requested, copies of all such insurance policies. All insurance policies required under this subsection (s) shall provide that they shall not be terminated or cancelled nor shall any such policy be materially changed without at least 30 days' prior written notice to the Grantor and the Collateral Agent (or 10 days' prior written notice if the Collateral Agent consents to such shorter notice). Receipt of notice of termination or cancellation of any such insurance policies or reduction of coverages or amounts thereunder shall entitle the Collateral Agent to renew any such policies, cause the coverages and amounts thereof to be maintained at levels required pursuant to the first sentence of this subsection (s) or otherwise to obtain similar insurance in place of such policies, in each case at the expense of the Grantor.

(ii) If Collateral of Grantor with a value exceeding $1,000,000 (the "Settlement Consent Threshold") shall be materially damaged or destroyed, in whole or in part, by fire or other casualty, Grantor shall give prompt notice thereof to the Collateral Agent and each Credit Agent. No settlement on account of any loss on any Collateral covered by insurance shall be made for less than insured value without the consent of the Collateral Agent (with the

consent of the Instructing Group), unless, so long as there exists no Default or Event of Default, the total value of each such loss or series of related losses so compromised does not exceed the Settlement Consent Threshold. Unless there exists any Default or Event of Default, the Collateral Agent (upon instruction of the Instructing Group) shall promptly execute such necessary consents, waivers and endorsements to permit Grantor to settle losses the total aggregate value of which is in an amount less than the Settlement Consent Threshold, and to receive payment therefor, as reasonably requested by Grantor. After the occurrence and during the continuance of an Event of Default, or as otherwise required under any of the Credit Documents, all sums payable to Grantor by any insurer with respect to a casualty relating to all or any part of the Collateral shall be paid to the Collateral Agent (upon instruction of the Instructing Group). If Grantor shall receive any insurance proceeds which are to be paid to the Collateral Agent pursuant to the previous sentence, Grantor shall hold such proceeds in trust for the Collateral Agent and shall segregate such proceeds from other funds of Grantor, and shall immediately forward such proceeds in the form received to the Collateral Agent (appropriately indorsed by Grantor to the order of the Collateral Agent or in such other manner as shall be satisfactory to the Collateral Agent, upon instruction of the Instructing Group). All such insurance proceeds may be retained by the Collateral Agent as part of Collateral hereunder and held in the Proceeds Account, applied by the Collateral Agent toward payment of all or part of the Secured Obligations in such order as is provided herein, or released to Grantor upon its request with the consent of the Instructing Group.

(t) Other Swap Obligations. Grantor shall not enter into any swap contract under or subject to a Specified Swap Agreement, other than a Specified Swap Contract.

SECTION 6 Administration of the Rights to Payment.

(a) Collection of Rights to Payment. Until the Collateral Agent exercises its rights hereunder to collect Rights to Payment, Grantor shall endeavor in the first instance diligently to collect all amounts due or to become due on or with respect to the Rights to Payment. At the request of the Collateral Agent, upon instruction of the Instructing Group, if there exists at such time any Event of Default, all remittances received by Grantor shall be held in trust for the Collateral Agent and, in accordance with the Collateral Agent's instructions, remitted to the Collateral Agent or deposited to an account with the Collateral Agent in the form received (with any necessary endorsements or instruments of assignment or transfer).

(b) Investment Property and Instruments. At the request of the Collateral Agent, upon instruction of the Instructing Group, if there exists at such time any Event of Default, the Collateral Agent shall be entitled, subject to the Intercreditor Agreement, to receive all distributions and payments of any nature with respect to any Investment Property or Instruments, and all such distributions or payments received by Grantor shall be held in trust for the Collateral Agent and, in accordance with any of the its instructions (with the consent of the Instructing Group), remitted to the Collateral Agent or deposited to an account with the Administrative Agent in the form received (with any necessary endorsements or instruments of assignment or transfer). If there exists any Default or Event of Default any such distributions and payments with respect to any Investment Property held in any securities account shall be held and retained in such securities account, in each case as part of the Collateral hereunder. Additionally, the Collateral Agent shall have the right, if there exists any Default or Event of

Default, following prior written notice to Grantor, to vote and to give consents, ratifications and waivers with respect to any Investment Property and Instruments, and to exercise all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining thereto, as if the Collateral Agent was the absolute owner thereof; provided that the Collateral Agent shall have no duty to exercise any of the foregoing rights afforded to it and shall not be responsible to Grantor or any other Person for any failure to do so or delay in doing so.

(e) Distributions to Be Held for Administrative Agent. Distributions and other payments which are received by the Grantor but which it is not entitled to retain as a result of the operation of this Section 6 shall be held in trust for the benefit of the Collateral Agent and be segregated from the other property or funds of Grantor, and be forthwith paid over or delivered to the Collateral Agent in the same form as so received.

SECTION 7 Authorization; Appointment as Attorney-in-Fact. The Collateral Agent shall have the right to, in the name of Grantor, or in the name of any of the Credit Parties or otherwise, without notice to or assent by Grantor, and Grantor hereby constitutes and appoints the Collateral Agent (and any officers or employees or agents designated by the Collateral Agent) as Grantor's true and lawful attorney-in-fact, with full power and authority to:

(i) sign any of the financing statements and Supplemental IP Security Agreements which must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of the security interests in the Collateral of the Collateral Agent (for the benefit of the Credit Agents) and file any such financing statements and Supplemental IP Security Agreements by electronic means with or without a signature as authorized or required by applicable law or filing procedures;

(ii) take possession of and endorse any notes, acceptances, checks, drafts, money orders or other forms of payment or security and collect any Proceeds of any Collateral;

(iii) sign and endorse any invoice or bill of lading relating to any of the Collateral, warehouse or storage receipts, drafts against customers or other obligors, assignments, notices of assignment, verifications and notices to customers or other obligors;

(iv) notify the U.S. Postal Service and other postal authorities to change the address for delivery of mail addressed to Grantor to such address as Collateral Agent may designate (provided that the Collateral Agent agrees it will promptly deliver over to Grantor any mail that does not relate to the Collateral); and, without limiting the generality of the foregoing, establish with any Person lockbox or similar arrangements for the payment of the Rights to Payment;

(v) receive, open and dispose of all mail addressed to Grantor (provided that the Collateral Agent agrees it will promptly deliver over to Grantor any mail that does not relate to the Collateral);

(vi) send requests for verification of Rights to Payment to the customers or other obligors of Grantor;

(vii) contact, or direct Grantor to contact, all account debtors and other obligors on the Rights to Payment and instruct such account debtors and other obligors to make all payments directly to the Collateral Agent;

(viii) assert, adjust, sue for, compromise or release any claims under any policies of insurance;

(ix) exercise dominion and control over, and refuse to permit further withdrawals from, Deposit Accounts maintained with Bank of America or any other bank, financial institution or other Person;

(x) notify each Person maintaining lockbox or similar arrangements for the payment of the Rights to Payment to remit all amounts representing collections on the Rights to Payment directly to the Collateral Agent;

(xi) ask, demand, collect, receive and give acquittances and receipts for any and all Rights to Payment, enforce payment or any other rights in respect of the Rights to Payment and other Collateral, grant consents, agree to any amendments, modifications or waivers of the agreements and documents governing the Rights to Payment and other Collateral, and otherwise file any claims, take any action or institute, defend, settle or adjust any actions, suits or proceedings with respect to the Collateral, as the Collateral Agent (upon instruction of the Instructing Group) may deem necessary or desirable to maintain, preserve and protect the Collateral, to collect the Collateral or to enforce the rights of the Collateral Agent with respect to the Collateral;

(xii) execute any and all applications, documents, papers and instruments necessary for the Collateral Agent to use the Intellectual Property and grant or issue any exclusive or non-exclusive license or sublicense with respect to any Intellectual Property;

(xiii) execute any and all endorsements, assignments or other documents and instruments necessary to sell, lease, assign, convey or otherwise transfer title in or dispose of the Collateral;

(xiv) execute and deliver to any securities intermediary or other Person any entitlement order, Account Control Agreement or other notice, document or instrument which the Collateral Agent (upon instruction of the Instructing Group) may deem necessary or advisable (A) to realize upon the Collateral, and (B) to maintain, protect and preserve the Investment Property and the security interest of the Collateral therein; and

(xv) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of Grantor, which the Collateral Agent (upon instruction of the Instructing Group) may deem necessary or advisable (A) to realize upon the Collateral, and (B) to maintain, protect and preserve the Collateral and security interests of the Collateral Agent therein and to accomplish the purposes of this Agreement.

The Collateral Agent agrees that, unless there exists any Default or Event of Default, it shall not exercise the power of attorney, or any rights granted to the Collateral Agent pursuant to clauses (ii) through (xiii), (xiv)(A) and (xv)(A). The foregoing power of attorney is coupled with an

interest and irrevocable so long as any of the Secured Obligations has not been paid and performed in full. Grantor hereby ratifies, to the extent permitted by law, any and all acts that the Collateral Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 Performance of Grantor Obligations. The Collateral Agent may perform or pay any obligation which Grantor has agreed to perform or pay under or in connection with this Agreement, and which Grantor has failed to perform or pay as and when due, and Grantor shall reimburse the Collateral Agent on demand for any amounts paid by the Collateral Agent pursuant to this Section 8.

SECTION 9 Collateral Agent's Duties. Notwithstanding any provision contained in this Agreement, the Collateral Agent shall have no duty to exercise any of the rights, privileges or powers afforded to such party and shall not be responsible to Grantor or any other Person for any failure to do so or delay in doing so. Beyond the exercise of reasonable care to assure the safe custody of Collateral in the Collateral Agent's possession, and the accounting for moneys actually received by the Collateral Agent hereunder, the Collateral Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10. Remedies.

(a) Remedies. If there exists any Default or Event of Default, the Collateral Agent shall have, in addition to all other rights and remedies granted to in this Agreement, the Credit Agreement or any other Credit Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, Grantor agrees that:

(i) The Collateral Agent may peaceably and without notice enter any premises of Grantor; take possession of any Collateral; remove, prohibit access to or use of, or dispose of all or part of the Collateral on any premises of Grantor or elsewhere; or, in the case of Equipment, render it nonfunctional, and otherwise collect, receive, appropriate and realize upon all or any part of the Collateral, and demand, give receipt for, settle, renew, extend, exchange, compromise, adjust, or sue for all or any part of the Collateral, as the Collateral Agent (upon instruction of the Instructing Group) may determine.

(ii) The Collateral Agent may require Grantor to assemble all or any part of the Collateral and make it available to the Collateral Agent, at any place and time designated by the Collateral Agent.

(iii) The Collateral Agent may use or transfer any of Grantor's rights and interests in any Intellectual Property, by license, by sublicense (to the extent permitted by an applicable license) or otherwise, on such conditions and in such manner as the Collateral Agent (upon instruction of the Instructing Group) may determine.

(iv) The Collateral Agent may secure the appointment of a receiver of the Collateral or any part thereof (to the extent and in the manner provided by applicable law).

(v) The Collateral Agent may withdraw (or cause to be withdrawn) any and all funds from any Deposit Accounts or securities accounts.

(vi) The Collateral Agent may sell, resell, lease, use, assign, transfer or otherwise dispose of any or all of the Collateral in its then condition or following any commercially reasonable preparation or processing (utilizing in connection therewith any of Grantor's assets, without charge or liability to the Collateral agent or any of the Credit Parties therefor) at public or private sale, by one or more contracts, in one or more parcels, at the same or different times, for cash or credit or for future delivery without assumption of any credit risk, all as the Collateral Agent (upon instruction of the Instructing Group) deem advisable; provided, however, that Grantor shall be credited with the net proceeds of sale only when such proceeds are finally collected by the Collateral Agent. The Collateral Agent shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, which right or equity of redemption Grantor hereby releases, to the extent permitted by law. Grantor hereby agrees that the sending of notice by ordinary mail, postage prepaid, to the address of Grantor set forth in the Credit Agreement, of the place and time of any public sale or of the time after which any private sale or other intended disposition is to be made, shall be deemed reasonable notice thereof if such notice is sent ten days prior to the date of such sale or other disposition or the date on or after which such sale or other disposition may occur, provided that the Collateral Agent may provide Grantor shorter notice or no notice, to the extent permitted by the UCC or other applicable law.

(b) License. For the purpose of enabling the Collateral Agent to exercise its rights and remedies under this Section 10 or otherwise in connection with this Agreement, Grantor hereby grants to Collateral Agent for the benefit of the Credit Agents an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to Grantor) to use, license or sublicense any Intellectual Property.

(c) Proceeds Account. To the extent that any of the Secured Obligations may be contingent, unmatured or unliquidated at such time as there may exist an Event of Default (including with respect to undrawn amounts under any Letter of Credit or contingent amounts due under any Specified Swap Agreement arising from any Specified Swap Contract), the Collateral Agent, at its election, (i) retain the proceeds of any sale, collection, disposition or other realization upon the Collateral (or any portion thereof) in a special purpose non-interest-bearing restricted deposit account (the "Proceeds Account") created and maintained by the Collateral Agent for the benefit of the Credit Agents for such purpose (which shall constitute a Deposit Account included within the Collateral hereunder) until such time as the Collateral Agent may elect to apply such proceeds to the Secured Obligations, and Grantor agrees that such retention of such proceeds by the Collateral Agent shall not be deemed strict foreclosure with respect thereto; (ii) in any manner elected by the Collateral Agent (upon instruction of the Instructing Group), estimate the liquidated amount of any such contingent, unmatured or unliquidated claims and apply the proceeds of the Collateral against such amount; or (iii) otherwise proceed in any manner permitted by applicable law. Grantor agrees that the Proceeds Account shall be a blocked account and that upon the irrevocable deposit of funds into the Proceeds Account, Grantor shall not have any right of withdrawal with respect to such funds. Accordingly, Grantor irrevocably waives until the termination of the security interests granted

under this Agreement in accordance with Section 23 the right to make any withdrawal from the Proceeds Account and the right to instruct the Collateral Agent or any of the Credit Parties to honor drafts against the Proceeds Account.

(d) Application of Proceeds. Subject to subsection (c), cash proceeds actually received from the sale or other disposition or collection of Collateral, and any other amounts received in respect of the Collateral the application of which is not otherwise provided for herein, shall be applied (after payment of any amounts payable to the applicable Credit Parties or the Collateral Agent pursuant to Section 8 or Section 14) in whole or in part by the applicable Credit Parties or the Collateral Agent against all or any part of the Secured Obligations in the manner and to the extent set forth in the Intercreditor Agreement.

SECTION 11 Certain Waivers. Grantor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Secured Obligations; (ii) any right to require the Collateral Agent, or any of the Credit Parties (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Secured Obligations, (C) to pursue any remedy, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against the Collateral Agent, or any of the Credit Parties arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

SECTION 12 Notices. All notices or other communications hereunder shall be given in the manner and to the addresses specified in, and shall be effective as provided in, the Credit Agreement; provided, however, that notices hereunder to (a) the Swap Provider shall be delivered to Fleet National Bank using the information listed in Schedule 10.02 of the Credit Agreement for such party as a Lender or such replacement Swap Provider as may be appointed from time to time pursuant to the terms of the Intercreditor Agreement, and (b) the Note Holders shall be delivered to such Persons at the address specified in the Note Purchase Agreement, or to such replacement Note Holders as may be appointed from time to time consistent with the terms of the Intercreditor Agreement.

SECTION 13 No Waiver; Cumulative Remedies. No failure on the part of the Collateral Agent, or any of the Credit Parties to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Collateral Agent, or any of the Credit Parties.

SECTION 14 Indemnification; Other Charges.

(a) Indemnification. The Grantor hereby agrees to indemnify the Collateral Agent and the Credit Parties, and the other Lenders, and their respective directors, officers, employees, agents, counsel and other advisors (each an "Indemnified Person") against, and hold

each of them harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including the reasonable fees and disbursements of counsel to an Indemnified Person (including allocated costs of internal counsel), which may be imposed on, incurred by, or asserted against any Indemnified Person, in any way relating to or arising out of this Agreement or the transactions contemplated hereby or any action taken or omitted to be taken by it hereunder (the "Indemnified Liabilities"); provided that Grantor shall not be liable to any Indemnified Person with respect to Indemnified Liabilities resulting from such Indemnified Person's gross negligence or willful misconduct. If and to the extent that the foregoing indemnification is for any reason held unenforceable, Grantor agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

(b) Other Charges. The Grantor agrees to indemnify the Collateral Agent and the Credit Parties against and hold each of them harmless from any and all present and future stamp, transfer, documentary and other such taxes, levies, fees, assessments and other charges made by any jurisdiction by reason of the execution, delivery, performance and enforcement of this Agreement.

(c) Interest. Any amounts payable to the any Indemnified Person under this Section 14 or otherwise under this Agreement if not paid upon demand shall bear interest from the date of such demand until paid in full, at the applicable rate, (a) for the Administrative Agent and any Lender, as set forth in Section 2.08(b) of the Credit Agreement, (b) for the Swap Provider, as set forth in the Specified Swap Agreement, and (c) for the Note Holders as set forth in Section 2.08(b) of the Note Purchase Agreement.

SECTION 15 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, each Indemnified Person referred to in Section 14 and their respective successors and assigns.

SECTION 16 Governing Law and Jurisdiction.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT THE COLLATERAL AGENT AND EACH CREDIT PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE GRANTOR, THE COLLATERAL AGENT AND EACH CREDIT PARTY CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE GRANTOR, THE COLLATERAL AGENT AND EACH OF THE CREDIT PARTIES IRREVOCABLY WAIVE ANY

OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN ANY FEDERAL COURT OR STATE COURT SITTING IN NEW YORK IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO. THE GRANTOR, THE COLLATERAL AGENT AND EACH OF THE CREDIT PARTIES WAIVE PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

SECTION 17 Waiver of Right to Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, ANY CREDIT DOCUMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 18 Entire Agreement; Amendment. This Agreement, together with the other Credit Documents, embodies the entire agreement and understanding among the Grantor and the Collateral Agent (for the benefit of the Credit Agents), and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof. Subject to Section 19, this Agreement shall be amended only by written agreement with the written consent of the Instructing Group; provided, however, that any amendment having the effect of causing a release of all or substantially all of the Collateral must be consented to in writing by the Collateral Agent and each of the Credit Agents.

SECTION 19 Independence. This Agreement sets forth independent and separate security interests of the Grantor in favor of the Collateral Agent in respect of the Secured Obligations owing to the Collateral Agent for the benefit of each Credit Agent. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder with respect to any Credit Agent shall not in any way affect or impair the legality or enforceability of that or any other provision of this Agreement or any instrument or agreement required hereunder in respect to any other Credit Agent. The parties acknowledge that this Agreement has, solely for reasons of convenience, been prepared and executed as a single document, but that the legal effect shall be in all respects as though the Grantor had executed separate security interests, for the benefit of each of the Credit Agents. Any provision of this Agreement and the other Credit Documents to which the Grantor is a party that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions

thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 20 Counterparts. This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument. Each of the parties hereto understands and agrees that this Agreement may be delivered by any party hereto or thereto either in the form of an executed original or an executed original sent by facsimile transmission to be followed promptly by mailing of a hard copy original, and that receipt by the Collateral Agent or any Credit Agent of a facsimile transmitted document purportedly bearing the signature of a Grantor shall bind Grantor with the same force and effect as the delivery of a hard copy original. Any failure by the Collateral Agent or any Credit Agent to receive the hard copy executed original of such document shall not diminish the binding effect of receipt of the facsimile transmitted executed original of such document of the party whose hard copy page was not received by the Collateral Agent or such Credit Party.

SECTION 21 Incorporation of Provisions of the Credit Agreement. To the extent the Credit Agreement contains provisions of general applicability to the Credit Documents, including any such provisions contained in Article X thereof, such provisions are incorporated herein by this reference.

SECTION 22 No Inconsistent Requirements. Grantor acknowledges that this Agreement and the other Credit Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 23 Termination; Releases. (i) Upon the termination of the Commitments of the Lenders, the surrender of any Letters of Credit issued for the account of Grantor under the Credit Agreement and payment and performance in full of all Secured Obligations, the security interests granted under this Agreement shall terminate and the Collateral Agent and all Credit Agents shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all security interests given by Grantor to the Collateral Agent hereunder; provided, however, that the obligations of Grantor under Section 14 shall survive such termination.

(ii) Concurrently with any permitted disposition of Collateral under the Credit Documents, the security interests hereunder shall automatically be released from the Collateral so disposed of, subject to Section 5(j); provided, however, that the security interests shall continue in the Proceeds thereof. Upon satisfaction to all conditions precedent to any permitted disposition set forth herein or in the other Credit Documents, the Collateral Agent and all Credit Agents shall execute and deliver any releases or other documents reasonably requested by the relevant Grantor to accomplish or confirm the release of Collateral provided by this Section. Any such release shall specifically describe the portion of the Collateral to be released, shall be expressed to be unconditional and shall be without recourse or warranty (other than a warranty that the Collateral Agent and the Credit Agents have not assigned their rights and interests to any other Person).

SECTION 24 Assumption. Upon execution and delivery to the Administrative Agent of an Subsidiary Security Agreement by a Subsidiary of the Grantor as provided in Section 6.14 of the Credit Agreement, effective as of the effective date of such Subsidiary Security Agreement, such Subsidiary shall be deemed a Grantor party hereto, and this Agreement shall be deemed amended to include any amendments to the Schedules provided by such Subsidiary in connection therewith.

SECTION 25 Intercreditor Agreement. Notwithstanding anything set forth in this Agreement, any inconsistency between this Agreement and the Intercreditor Agreement in respect of the rights and obligations of the Collateral Agent and the Credit Agents owing to and among each other (but not including in respect of the obligations of the Grantor to the Collateral Agent or Credit Agents hereunder) shall be resolved in favor of the Intercreditor Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered in San Francisco, California by their proper and duly authorized officers as of the day and year first above written.

CERIDIAN CORPORATION
Grantor

By: _____
Name: Bill Walsh
Title: Executive Vice President of Finance and Planning

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered in San Francisco, California by their proper and duly authorized officers as of the day and year first above written.

CERIDIAN CORPORATION
Grantor

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name: CHITT SWAMIDASAN
Title: Principal

SCHEDULE 1
to the Security Agreement

1. **Locations of Chief Executive Office and other Locations, including of Collateral**

a. Chief Executive Office and Principal Place of Business:

142 West 57th Street
New York, NY 10019

b. Other locations where Grantor conducts business or Collateral is kept:

3000 Riverchase Galleria, 8th Floor
Birmingham, AL 35244

3000 Riverchase Galleria, 6th Floor
Birmingham, AL 35244

10877 Wilshire Boulevard, Suite 1600
Los Angeles, CA 90024

9000 Central Park
Atlanta, GA 30328

311 South Wacker Drive
Chicago, IL 60606

130 Centre St. Suite #1
Danvers, MA 01923

9720 Patuxent Woods Drive
Columbia, MD 21046

9705 Patuxent Woods Drive
Columbia, MD 21046

9740 Patuxent Woods Drive
Columbia, MD 21046

One Galleria Tower
13355 Noel Road
Dallas, TX 75240

6700 Alexander Bell Drive
Columbia, MD 21046

2. Locations of Books Pertaining to Rights to Payment

9705 Patuxent Woods Drive
Columbia, MD 21046

3. Trade Names and Trade Styles; Other Corporate, Trade or Fictitious Names; Etc.

ARBITRON

ARBITRON

Arbitron
The Arbitron Company
Arbitron Ratings
Tapscan Worldwide
Continental Research
Ceridian Infotech (India) Private Limited

4. Deposit Accounts

As of the Effectiveness Date, the deposit accounts listed in the table below constitute all the deposit accounts that are used solely by Arbitron. Neither the other divisions of Ceridian nor any Arbitron subsidiary uses these accounts.

Bank	Account No.	Type
US Bank 601 2nd Avenue South Minneapolis, MN 55402	170225026849	ACH Payroll
US Bank 601 2nd Avenue South Minneapolis, MN 55402	170225026856	Manual Check Payroll
US Bank 601 2nd Avenue South Minneapolis, MN 55402	152100010908	A/P
US Bank 601 2nd Avenue South Minneapolis, MN 55402	104756688263	Operating
Columbia Bank 9151 Baltimore National Pike Ellicott City, MD 21042	6-162053-01	Premiums

Bank of America 231 La Salle Chicago, IL 60697	8188-6-11457	Lockbox -- Arbitron customer accounts receivable; 2 party
Bank of America P.O. Box 27025 Richmond, VA 23261-7025	0000-0270-2831	Petty Cash

5. **Investment Property**

(a) Investment Property of the Borrower (other than wholly-owned subsidiaries) before the Spin-off consummation date:

Company	**State or Other Jurisdiction of Incorporation**	**Percentage of Voting Securities Owned**	**Arbitron Investment**
Barrios Technology, Inc.	Texas	9.9%	0
Buyers' Health Care Action Group, Inc.	Minnesota	9.3%	0
HotJobs.com, Ltd.	Delaware	4.4%	0
Revelation Technologies, Inc.	Delaware	7.4%	0
TruckersB2B, Inc.	Delaware	800,000 shares	
ADcom Information Services, Inc.	Delaware	13.75%	1994: $2,000,000 1995: $1,000,000 1996: $1,585,000 Total: $4,585,000
The Center for Online Learning, Inc.	Florida	2.8%	2000: $ 2,000
Symmetrical Holdings, Inc. (f/k/a Symmetrical Resources Corporation)	Florida	7.5%	1997: $900,000 1998: $500,000 Total: $1,400,000

(b) Investment Property of the Borrower (other than wholly-owned subsidiaries) after the Spin-Off Consummation Date:

Company	State or Other Jurisdiction of Incorporation
ADcom Information Services, Inc.	Delaware
The Center for Online Learning, Inc.	Florida
Symmetrical Holdings, Inc. (f/k/a Symmetrical Resources Corporation)	Florida

Listed below are the certificate numbers of the Investment Property of the Borrower (other than wholly-owned subsidiaries) after the Spin-Off Consummation Date:

1) ADcom Information Services, Inc.

Certificate # P129 for 540,000 shares of Series A Preferred Stock dated 09/09/1997
Certificate # P141 for 370,000 shares of Series B Preferred Stock dated 09/09/1997
Certificate # P187 for 46,798 shares of Series D Preferred Stock dated 09/09/1997

2) The Center for Online Learning, Inc.

Certificate # 9 for 20,000 shares of Common Stock dated 12/20/1999

3) Symmetrical Holdings, Inc.

Certificate #5 for 502.5 shares of Common Stock dated 2/16/98
Certificate # 15 for 247.5 shares of Common Stock dated 11/02/1998

SCHEDULE 2
to the Security Agreement

(a) Issued Patents of Grantor

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Cohen	NON-OBTRUSIVE PROGRAMMING MONITOR	70888/91	1991/05/21	1995/02/28	654493	AUSTRALIA	GRANTED
Allison, et al.	DISTRIBUTED MONITORING SYSTEM	29742/89	1989/02/08	1992/03/31	617761	AUSTRALIA	GRANTED
Thomas, et al.	METHOD, APPARATUS AND SYSTEM FOR RECOGNIZING BROADCAST SEGMENTS	72437/87	1987/05/01	1989/11/09	585809	AUSTRALIA	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	36049/84	1984/11/30	1987/06/02	563660	AUSTRALIA	GRANTED
Ellis, et al.	METHOD AND SYSTEM FOR RECOGNITION OF BROADCAST SEGMENTS	42260/93	1993/04/30	1997/09/11	678163	AUSTRALIA	GRANTED
Ellis, et al.	METHOD AND SYSTEM FOR RECOGNITION OF BROADCAST SEGMENTS	34272/97	1997/08/19	2000/07/27	718227	AUSTRALIA	GRANTED
Ellis, et al.	METHOD AND SYSTEM FOR RECOGNITION OF	47161/00	2000/07/12			AUSTRALIA	PENDING

* The word "Respondent" is misspelled on the certificate of registration.

TRADEMARK
REEL: 002266 FRAME: 0132

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
	BROADCAST SEGMENTS						
Mostafa, et al.	MONITORING SYSTEM FOR TV, CABLE AND VCR	52987/93	1993/10/04			AUSTRALIA	PENDING
Mostafa, et al.	MONITORING SYSTEM FOR TV, CABLE AND VCR	46804/97	1997/11/28	2000/01/27	711486	AUSTRALIA	GRANTED
Mostafa, et al.	MONITORING SYSTEM FOR TV, CABLE AND VCR	10140/00	2000/01/07			AUSTRALIA	PENDING
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	26686/92	1992/09/15	1996/03/28	668888	AUSTRALIA	GRANTED
Aijala, et al.	METHOD AND APPARATUS FOR ENCODING/DECO DING BROADCAST OR RECORDED SEGMENTS AND MONITORING AUDIENCE EXPOSURE THERETO	58689/94	1993/11/16	1997/10/02	678806	AUSTRALIA	GRANTED
Kolessar	METHOD OF AUTOMATICALL Y QUALIFYING A SIGNAL REPRODUCTION DEVICE FOR INSTALLATION OF MONITORING EQUIPMENT	68156/94	1994/04/18	1998/02/26	683264	AUSTRALIA	GRANTED

Schedule 2-2

* The word "Respondent" is misspelled on the certificate of registration.

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TRADEMARK
REEL: 002266 FRAME: 0133

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Brooks, et al.	COMPLIANCE INCENTIVES FOR AUDIENCE MONITORING/RECORDING DEVICES	73592/94	1994/07/12	1994/07/12	680529	AUSTRALIA	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	21969/95	1995/03/27	1999/12/23	709873	AUSTRALIA	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	64422/99	1999/12/09			AUSTRALIA	PENDING
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	84114542.8	1984/11/30	1991/08/28	144085	AUSTRIA	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALLY IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92920797.5	1992/09/15	1998/12/16	606341	AUSTRIA	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	A9027/95	1995/03/27			AUSTRIA	PENDING

Schedule 2-3

* The word "Respondent" is misspelled on the certificate of registration.

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ARBITRON SECURITY AGI

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	84114542.8	1984/11/30	1991/08/28	144085	BELGIUM	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	90120554.2	1984/11/30	1998/05/20	421482	BELGIUM	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92920797.5	1992/09/15	1998/12/16	606341	BELGIUM	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	PI8406285	1984/12/07	1991/07/30	PI8406285	BRAZIL	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	PI9507230-6	1995/03/27			BRAZIL	PENDING
Cohen	NON-OBTRUSIVE PROGRAMMING MONITOR	2042832-5	1991/05/17			CANADA	PENDING
Allison, et al.	DISTRIBUTED MONITORING SYSTEM	582933	1998/11/14	1993/11/09	1324209	CANADA	GRANTED

Schedule 2-4

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Thomas, et al.	METHOD, APPARATUS AND SYSTEM FOR RECOGNIZING BROADCAST SEGMENTS	536107	1987/04/30	1993/10/19	1323415	CANADA	GRANTED
Thatcher, et al.	METHOD AND APPARATUS FOR DETECTING THE CHANNEL TO WHICH AN ELECTRONIC RECEIVER SYSTEM IS TUNED	451975	1984/04/13	1989/12/05	1263742	CANADA	GRANTED
Machnik, et al.	METHOD FOR DETECTING THE CHANNEL TO WHICH AN ELECTRONIC RECEIVER SYSTEM IS TUNED	599743	1989/05/15	1990/07/03	1271250	CANADA	GRANTED
Thatcher, et al.	METHOD FOR DETECTING THE CHANNEL TO WHICH AN ELECTRONIC RECEIVER SYSTEM IS TUNED	599744	1989/05/15	1990/07/03	1271251	CANADA	GRANTED
Lurie	METHOD FOR PASSIVELY LOGGING THE PRESENCE AND IDENTITY OF TV VIEWERS	522528	1986/11/10	1989/03/14	1251275	CANADA	GRANTED

Schedule 2-5

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Helle*r	METHOD FOR POLLING HEADPHONES OF A PASSIVE TV AUDIENCE METER SYSTEM	522531	1986/11/10	1991/01/08	1278856	CANADA	GRANTED
Damoci	VIDEO CASSETTE RECORDER ADAPTER	519368	1986/09/30	1991/01/22	1279400	CANADA	GRANTED
Damoci	CABLE SENSOR FOR SENSING A DC SIGNAL FROM A CABLE HEADEND		1986/03/24	1988/08/16	1240790	CANADA	GRANTED
Lurie	AUDIENCE MONITORING SYSTEM	540517	1987/06/25	1993/11/23	1324653	CANADA	GRANTED
Cohen, et al.	SELF-ADMINISTERED SURVEY SYSTEMS, METHODS AND DEVICES	2074002	1992/07/16	2000/01/11	2074002	CANADA	GRANTED
Ellis, et al.	METHOD AND SYSTEM FOR RECOGNITION OF BROADCAST SEGMENTS	2134748	1993/04/30			CANADA	PENDING
Mostafa, et al.	MONITORING SYSTEM FOR TV, CABLE AND VCR	2147834	1993/10/04			CANADA	PENDING
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	2079260-4	1992/09/28			CANADA	PENDING

Schedule 2-6

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG#	COUNTRY	STATUS
Aijala, et al	METHOD AND APPARATUS FOR ENCODING/DECODING BROADCAST OR RECORDED SEGMENTS AND MONITORING AUDIENCE EXPOSURE THERETO	2147835	1993/11/16			CANADA	PENDING
Kolessar	METHOD OF AUTOMATICALLY QUALIFYING A SIGNAL REPRODUCTION DEVICE FOR INSTALLATION OF MONITORING EQUIPMENT	2160981	1994/04/18			CANADA	PENDING
Brooks, et al.	COMPLIANCE INCENTIVES FOR AUDIENCE MONITORING/RECORDING DEVICES	2168540	1994/07/12			CANADA	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	2185790	1995/03/27			CANADA	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	95193182.2	1995/03/27			CHINA	PENDING WITH PUB DATE 1997/05/07

Schedule 2-7

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	PV1996-2840	1995/03/27			CZECH REPUBLIC	PENDING
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92920797.5	1992/09/15	1998/12/16	606341	DENMARK	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	1059/96	1995/03/27			DENMARK	PENDING
Cohen	NON-OBTRUSIVE PROGRAMMING MONITOR	91910747.4	1991/05/21	1999/08/04	537188	EUROPE	GRANTED
Thomas, et al.	METHOD, APPARATUS AND SYSTEM FOR RECOGNIZING BROADCAST SEGMENTS	87303968.9	1987/05/01	1994/08/31	248533	EUROPE	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	84114542.8	1984/11/30	1991/08/28	144085	EUROPE	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND	90120554.2	1984/11/30	1998/05/20	421482	EUROPE	GRANTED

Schedule 2-8

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
	METHOD						
Ellis, et al.	METHOD AND SYSTEM FOR RECOGNITION OF BROADCAST SEGMENTS	93910943.5	1993/04/30			EUROPE	PENDING
Mostafa, et al.	MONITORING SYSTEM FOR TV, CABLE AND VCR	93923227.8	1993/10/04			EUROPE	PENDING
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92920797.5	1992/09/15	1998/12/16	606341	EUROPE	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	98200710.6	1992/09/15			EUROPE	PENDING WITH PUB DATE 1998/10/21
Aijala, et al	METHOD AND APPARATUS FOR ENCODING/DECO DING BROADCAST OR RECORDED SEGMENTS AND MONITORING AUDIENCE EXPOSURE THERETO	94904801.1	1993/11/16			EUROPE	PENDING

Schedule 2-9

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Kolessar	METHOD OF AUTOMATICALLY QUALIFYING A SIGNAL REPRODUCTION DEVICE FOR INSTALLATION OF MONITORING EQUIPMENT	94916538.5	1994/04/18	2000/01/26	695489	EUROPE	GRANTED
Brooks, et al.	COMPLIANCE INCENTIVES FOR AUDIENCE MONITORING/RECORDING DEVICES	94922519.7	1994/07/12			EUROPE	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	95914900.6	1995/03/27			EUROPE	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	963827	1995/03/27			FINLAND	PENDING
Thomas, et al.	METHOD, APPARATUS AND SYSTEM FOR RECOGNIZING BROADCAST SEGMENTS	87303968.9	1987/05/01	1994/08/31	248533	FRANCE	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	84114542.8	1984/11/30	1991/08/28	144085	FRANCE	GRANTED

Schedule 2-10

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	90120554.2	1984/11/30	1998/05/20	421482	FRANCE	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	9111989	1991/09/30	1995/02/17	9111989	FRANCE	GRANTED
Kolessar	METHOD OF AUTOMATICALL Y QUALIFYING A SIGNAL REPRODUCTION DEVICE FOR INSTALLATION OF MONITORING EQUIPMENT	94916538.5	1994/04/18	2000/01/26	695489	FRANCE	GRANTED
Thomas, et al.	METHOD, APPARATUS AND SYSTEM FOR RECOGNIZING BROADCAST SEGMENTS	87303968.9	1987/05/01	1994/08/31	P3750437.1	GERMANY	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	84114542.8	1984/11/30	1991/08/28	P3484979.3	GERMANY	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND	90120554.2	1984/11/30	1998/05/20	421482	GERMANY	GRANTED

Schedule 2-11

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INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
	METHOD						
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALLY IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92920797.5	1992/09/15	1998/12/16	606341	GERMANY	GRANTED
Kolessar	METHOD OF AUTOMATICALLY QUALIFYING A SIGNAL REPRODUCTION DEVICE FOR INSTALLATION OF MONITORING EQUIPMENT	94916538.5	1994/04/18	2000/01/26	695489	GERMANY	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	19581594.7	1995/03/27			GERMANY	PENDING
Thomas, et al.	METHOD, APPARATUS AND SYSTEM FOR RECOGNIZING BROADCAST SEGMENTS	87303968.9	1987/05/01	1994/08/31	248533	GREAT BRITAIN	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	84114542.8	1984/11/30	1991/08/28	144085	GREAT BRITAIN	GRANTED

Schedule 2-12

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INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	90120554.2	1984/11/30	1998/05/20	421482	GREAT BRITAIN	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNA	9220005.4	1992/09/22	1996/04/10	2260246	GREAT BRITAIN	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	9521505.9	1995/10/20	1996/05/01	2292506	GREAT BRITAIN	GRANTED
Kolessar	METHOD OF AUTOMATICALL Y QUALIFYING A SIGNAL REPRODUCTION DEVICE FOR INSTALLATION OF MONITORING EQUIPMENT	94916538.5	1994/04/18	2000/01/26	695489	GREAT BRITAIN	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	9620181.9	1995/03/27	1999/01/27	2032000	GREAT BRITAIN	GRANTED

Schedule 2-13

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	9818352.8	1998/08/21	1999/01/27	2325829	GREAT BRITAIN	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	9818342.9	1998/08/21	1999/01/27	2325826	GREAT BRITAIN	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	9188355.1	1998/08/21	1999/01/27	2325832	GREAT BRITAIN	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	9818354.4	1998/08/21	1999/01/27	2325831	GREAT BRITAIN	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	9818353.6	1998/08/21	1999/01/27	2325830	GREAT BRITAIN	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	9818347.8	1998/08/21	1999/01/27	2325827	GREAT BRITAIN	GRANTED

Schedule 2-14

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG.#	COUNTRY	STATUS
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	9818349.4	1998/08/21	1999/01/27	2325828	GREAT BRITAIN	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	9823987.4	1995/03/17	1999/03/17	2327582	GREAT BRITAIN	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92920797.5	1992/09/15	1998/12/16	606341	GREECE	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	9521505.9	1995/10/20	1996/05/01	1007850A	HONG KONG	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	P9602628	1995/03/27			HUNGARY	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	P004765	2000/11/30			HUNGARY	PENDING

Schedule 2-15

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INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	P004766	2000/11/30			HUNGARY	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	P004767	2000/11/30			HUNGARY	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	P004768	2000/11/30			HUNGARY	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	P004769	2000/11/30			HUNGARY	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	P004770	2000/11/30			HUNGARY	PENDING
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92920797.5	1992/09/02	1998/12/16	606341	IRELAND	GRANTED

Schedule 2-16

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INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Kolessar	METHOD OF AUTOMATICALLY QUALIFYING A SIGNAL REPRODUCTION DEVICE FOR INSTALLATION OF MONITORING EQUIPMENT	94916538.5	1994/04/18	2000/01/26	695489	IRELAND	GRANTED
Aijala, et al	METHOD AND APPARATUS FOR ENCODING/DECODING BROADCAST OR RECORDED SEGMENTS AND MONITORING AUDIENCE EXPOSURE THERETO	107624	1993/11/16	1997/06/19	107624	ISRAEL	GRANTED
Brooks, et al.	COMPLIANCE INCENTIVES FOR AUDIENCE MONITORING/RECORDING DEVICES	110124	1994/06/24	1997/11/29	110124	ISRAEL	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	113190	1995/03/30			ISRAEL	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	133703	1999/12/23			ISRAEL	PENDING

Schedule 2-17

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INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	133702	1999/12/23			ISRAEL	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	133701	1999/12/23			ISRAEL	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	133700	1999/12/23			ISRAEL	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	133707	1999/12/23			ISRAEL	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	133706	1999/12/23			ISRAEL	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	133705	1999/12/23			ISRAEL	PENDING

Schedule 2-18

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INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	133704	1999/12/23			ISRAEL	PENDING
Thomas, et al.	METHOD, APPARATUS AND SYSTEM FOR RECOGNIZING BROADCAST SEGMENTS	87303968.9	1987/05/01	1994/08/31	248533	ITALY	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	84114542.8	1984/11/30	1991/08/28	144085	ITALY	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92920797.5	1992/09/15	1998/12/16	606341	ITALY	GRANTED
Kolessar	METHOD OF AUTOMATICALL Y QUALIFYING A SIGNAL REPRODUCTION DEVICE FOR INSTALLATION OF MONITORING EQUIPMENT	94916538.5	1994/04/18	2000/01/26	695489	ITALY	GRANTED
Cohen	NON-OBTRUSIVE PROGRAMMING MONITOR	510637/91	1992/11/24			JAPAN	ALLOWED TO LAPSE PER CLIENT INST.

Schedule 2-19

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Allison, et al.	DISTRIBUTED MONITORING SYSTEM	332794/88				JAPAN	ALLOWED TO LAPSE PER CLIENT INST.
Thomas, et al.	METHOD, APPARATUS AND SYSTEM FOR RECOGNIZING BROADCAST SEGMENTS	62-109631	1987/05/02	1994/08/26	1867925	JAPAN	ALLOWED TO LAPSE PER CLIENT INST.
Thomas, et al.	METHOD, APPARATUS AND SYSTEM FOR RECOGNIZING BROADCAST SEGMENTS	4-219415	1992/08/18	1997/10/03	2702647	JAPAN	GRANTED
Thomas, et al.	METHOD, APPARATUS AND SYSTEM FOR RECOGNIZING BROADCAST SEGMENTS	4-219416	1992/08/18	1997/10/03	2702361	JAPAN	GRANTED
Machnik, et al.	METHOD AND APPARATUS FOR DETECTING THE CHANNEL TO WHICH AN ELECTRONIC RECEIVER SYSTEM IS TUNED	74803/84	1984/04/13	1995/09/27	1971856	JAPAN	GRANTED
Ellis, et al.	METHOD AND SYSTEM FOR RECOGNITION OF BROADCAST SEGMENTS	519540/93	1995/05/15			JAPAN	PENDING
Ellis, et al.	METHOD AND SYSTEM FOR RECOGNITION OF BROADCAST	519540/93	1995/05/15			JAPAN	PENDING

Schedule 2-20

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INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
	SEGMENTS						
Aijala, et al	METHOD AND APPARATUS FOR ENCODING/DECODING BROADCAST OR RECORDED SEGMENTS AND MONITORING AUDIENCE EXPOSURE THERETO	512446/94	1993/05/16			JAPAN	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	525787/95	1996/09/30			JAPAN	PENDING WITH PUB DATE 1998/01/06
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	525787/95	1996/09/30			JAPAN	PUBLISHED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	84114542.8	1984/11/30	1991/08/28	144085	LUXEMBOURG	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALLY IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92920797.5	1992/09/15	1998/12/16	606341	LUXEMBOURG	GRANTED

Schedule 2-21

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INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	88820	1995/03/27	1997/03/18	88820	LUXEMBOURG	GRANTED
Neuhauser, et al.	DECODING OF INFORMATION IN AUDIO SIGNALS	PI20002286	2000/05/24			MALAYSIA	PENDING
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	203637	1984/12/07	1988/09/09	156567	MEXICO	ALLOWED TO LAPSE PER CLIENT INST.
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	9205506	1992/09/28	1995/08/08	179084	MEXICO	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	964464	1995/03/27			MEXICO	PENDING
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92920797.5	1992/09/15	1998/12/16	606341	MONACO	GRANTED

Schedule 2-22

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	84114542.8	1984/11/30	1991/08/28	144085	NETHERLANDS	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	90120554.2	1984/11/30	1998/05/20	421482	NETHERLANDS	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92920797.5	1992/09/15	1998/12/16	606341	NETHERLANDS	GRANTED
Aijala, et al	METHOD AND APPARATUS FOR ENCODING/DECO DING BROADCAST OR RECORDED SEGMENTS AND MONITORING AUDIENCE EXPOSURE THERETO	259776	1993/11/16	1997/10/24	259776	NEW ZEALAND	GRANTED
Aijala, et al	METHOD AND APPARATUS FOR ENCODING/DECO DING BROADCAST OR RECORDED SEGMENTS AND MONITORING AUDIENCE	314404	1993/11/16	1999/03/17	314404	NEW ZEALAND	GRANTED

Schedule 2-23

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INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
	EXPOSURE THERETO						
Kolessar	METHOD OF AUTOMATICALL Y QUALIFYING A SIGNAL REPRODUCTION DEVICE FOR INSTALLATION OF MONITORING EQUIPMENT	266589	1994/04/18	1998/02/20	266589	NEW ZEALAND	GRANTED
Brooks, et al.	COMPLIANCE INCENTIVES FOR AUDIENCE MONITORING/RE CORDING DEVICES	269908	1994/07/12	1998/06/11	269908	NEW ZEALAND	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	283612	1995/03/27	1999/01/19	283612	NEW ZEALAND	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	331166	1998/07/30			NEW ZEALAND	PENDING

Schedule 2-24

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INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	502630	2000/02/01			NEW ZEALAND	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	964062	1995/03/27			NORWAY	PENDING
Cohen	NON-OBTRUSIVE PROGRAMMING MONITOR	US91/03581	1991/05/21			PCT	PENDING
Ellis, et al.	METHOD AND SYSTEM FOR RECOGNITION OF BROADCAST SEGMENTS	US93/04082	1993/04/30			PCT	PENDING
Mostafa, et al.	MONITORING SYSTEM FOR TV, CABLE AND VCR	US93/09458	1993/10/04			PCT	PENDING
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	US92/07740	1992/09/15			PCT	PENDING

Schedule 2-25

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INVENTOR	TITLE	APPLICATION NO	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Aijala, et al	METHOD AND APPARATUS FOR ENCODING/DECODING BROADCAST OR RECORDED SEGMENTS AND MONITORING AUDIENCE EXPOSURE THERETO	US93/11090	1993/11/16			PCT	PENDING
Kolessar	METHOD OF AUTOMATICALLY QUALIFYING A SIGNAL REPRODUCTION DEVICE FOR INSTALLATION OF MONITORING EQUIPMENT	US94/04247	1994/04/18			PCT	PENDING
Brooks, et al.	COMPLIANCE INCENTIVES FOR AUDIENCE MONITORING/RECORDING DEVICES	US94/07746	1994/07/12			PCT	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	US95/03797	1995/03/27			PCT	PENDING
Neuhauser, et al.	DECODING OF INFORMATION IN AUDIO SIGNALS	US00/14057	2000/05/22			PCT	PENDING

Schedule 2-26

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	P316631	1995/03/27			POLAND	PUBLISHED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	P333768	1999/06/09			POLAND	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	P333767	1999/06/09			POLAND	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	P333769	1999/06/09			POLAND	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	P-333766	1999/06/09			POLAND	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING		1995/03/26			PORTUGAL	PENDING

Schedule 2-27

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	84/9435	1984/12/04	1986/04/30	84-9435	SOUTH AFRICA	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92/7317	1992/09/24	1994/05/25	92-7317	SOUTH AFRICA	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	84/7778	1984/12/08	1993/06/08	67070	SOUTH KOREA	ALLOWED TO LAPSE PER CLIENT INST.
Aijala, et al	METHOD AND APPARATUS FOR ENCODING/DECO DING BROADCAST OR RECORDED SEGMENTS AND MONITORING AUDIENCE EXPOSURE THERETO	95-701961	1993/11/16			SOUTH KOREA	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	705429/1996	1995/03/27			SOUTH KOREA	PENDING

Schedule 2-28

* The word "Respondent" is misspelled on the certificate of registration.

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INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALLY IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92920797.5	1992/09/15	1998/12/16	606341	SPAIN	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	84114542.8	1984/11/30	1991/08/28	144085	SWEDEN	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALLY IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92920797.5	1992/09/15	1998/12/16	606341	SWEDEN	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	9603570-4	1995/03/27			SWEDEN	PENDING
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	84114542.8	1984/11/30	1991/08/28	144085	SWITZERLAND	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	90120554.2	1984/11/30	1998/05/20	421482	SWITZERLAND	GRANTED

Schedule 2-29

* The word "Respondent" is misspelled on the certificate of registration.

TRADEMARK
REEL: 002266 FRAME: 0160

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG#	COUNTRY	STATUS
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALLY IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	92920797.5	1992/09/15	1998/12/16	606341	SWITZERLAND	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	19962383/96	1995/03/27			SWITZERLAND	PENDING
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	84/15,113	1984/12/07	1986/01/04	NI23332	TAIWAN	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALLY IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	81107708	1992/09/29	1993/03/11	61400	TAIWAN	GRANTED
Neuhauser, et al.	DECODING OF INFORMATION IN AUDIO SIGNALS	89110028	2000/05/24			TAIWAN	PENDING
Cohen	NON-OBTRUSIVE PROGRAMMING MONITOR	526103	1990/05/21	1993/08/10	5235414	UNITED STATES	GRANTED
Allison, et al.	DISTRIBUTED MONITORING SYSTEM	183133	1988/04/19	1990/03/27	4912552	UNITED STATES	GRANTED
Boles, et al.	ELECTRONIC DATA ENCODING & RECOGNITION SYSTEM	265831	1988/11/01	1991/05/28	5019899	UNITED STATES	GRANTED

Schedule 2-30

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Thomas, et al.	METHOD, APPARATUS AND SYSTEM FOR RECOGNIZING BROADCAST SEGMENTS	859134	1986/05/02	1988/04/19	4739398	UNITED STATES	GRANTED
Nickerson, et al.	TELEVISION VIEWER DATA COLLECTION SYSTEM	502,654	1983/06/09	1986/01/21	4566030	UNITED STATES	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	559459	1983/12/08	1985/10/08	4546382	UNITED STATES	ALLOWED TO LAPSE PER CLIENT INST.
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	658378	1984/10/05	1987/04/14	4658290	UNITED STATES	GRANTED
McKenna, et al.	TELEVISION AND MARKET RESEARCH DATA COLLECTION SYSTEM AND METHOD	36861	1987/04/10	1989/03/28	4816904	UNITED STATES	GRANTED
Lurie	METER FOR PASSIVELY LOGGING THE PRESENCE AND IDENTITY OF TV VIEWERS	797344	1985/11/12	1986/12/02	4626904	UNITED STATES	ALLOWED TO LAPSE PER CLIENT INST.
Lurie	TELEVISION MONITORING DEVICE	589629	1984/03/15	1986/09/23	4613904	UNITED STATES	ALLOWED TO LAPSE PER CLIENT INST.

Schedule 2-31

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Fourdraine	MODEM RINGING SUPPRESSION CIRCUIT	186602	1988/04/27	1989/07/04	4845741	UNITED STATES	GRANTED
Cohen, et al.	SELF-ADMINISTERED SURVEY SYSTEMS, METHODS AND DEVICES	07/734585	1991/07/23	1998/04/14	5740035	UNITED STATES	GRANTED
Ellis, et al.	METHOD AND SYSTEM FOR RECOGNITION OF BROADCAST SEGMENTS	876,578	1992/04/30	1995/07/25	5436653	UNITED STATES	GRANTED
Ellis, et al.	METHOD AND SYSTEM FOR RECOGNITION OF BROADCAST SEGMENTS	08/475779	1995/06/07	1997/03/18	5612729	UNITED STATES	GRANTED
Ellis, et al.	METHOD AND SYSTEM FOR RECOGNITION OF BROADCAST SEGMENTS	08/486511	1995/06/07	1996/11/05	5572246	UNITED STATES	GRANTED
Ellis, et al.	METHOD AND SYSTEM FOR RECOGNITION OF BROADCAST SEGMENTS	08/481815	1995/06/07	1997/04/15	5621454	UNITED STATES	GRANTED
Ellis, et al.	METHOD AND SYSTEM FOR RECOGNITION OF BROADCAST SEGMENTS	08/474248	1995/06/07	1996/04/02	5504518	UNITED STATES	GRANTED
Mostafa, et al.	MONITORING SYSTEM FOR TV, CABLE AND VCR	07/970633	1992/11/03	1996/02/27	5495282	UNITED STATES	GRANTED

Schedule 2-32

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	08/360990	1994/12/20	1996/11/12	5574962	UNITED STATES	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	08/476499	1995/06/07	1996/12/03	5581800	UNITED STATES	GRANTED
Fardeau, et al.	METHOD AND APPARATUS FOR AUTOMATICALL Y IDENTIFYING A PROGRAM INCLUDING A SOUND SIGNAL	08/721705	1996/09/27	1998/07/28	5787334	UNITED STATES	GRANTED
Aijala, et al	METHOD AND APPARATUS FOR ENCODING/DECO DING BROADCAST OR RECORDED SEGMENTS AND MONITORING AUDIENCE EXPOSURE THERETO	08/396342	1995/02/28	1996/11/26	5579124	UNITED STATES	GRANTED

Schedule 2-33

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Aijala, et al	METHOD AND APPARATUS FOR ENCODING/DECODING BROADCAST OR RECORDED SEGMENTS AND MONITORING AUDIENCE EXPOSURE THERETO	08/728624	1996/10/10			UNITED STATES	PENDING
Kolessar	METHOD OF AUTOMATICALLY QUALIFYING A SIGNAL REPRODUCTION DEVICE FOR INSTALLATION OF MONITORING EQUIPMENT	08/050886	1993/04/21	1995/04/18	5408258	UNITED STATES	GRANTED
Brooks, et al.	COMPLIANCE INCENTIVES FOR AUDIENCE MONITORING/RECORDING DEVICES	08/101558	1993/08/02	1996/01/09	5483276	UNITED STATES	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	08/221019	1994/03/31	1995/09/12	5450490	UNITED STATES	GRANTED
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	08/408010	1995/03/24	1998/06/09	5764763	UNITED STATES	GRANTED

Schedule 2-34

* The word "Respondent" is misspelled on the certificate of registration.

INVENTOR	TITLE	APPLICATION NO.	FILING DATE	ISSUE DATE	REG #	COUNTRY	STATUS
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	09/328/766	1998/06/08			UNITED STATES	PENDING
Jensen, et al.	APPARATUS AND METHODS FOR INCLUDING CODES IN AUDIO SIGNALS AND DECODING	09/328766	1998/06/08			UNITED STATES	PENDING
Neuhauser, et al.	DECODING OF INFORMATION IN AUDIO SIGNALS	09/318045	1999/05/25			UNITED STATES	PENDING

Schedule 2-35

* The word "Respondent" is misspelled on the certificate of registration.

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(b) Pending Patent Applications of Grantor

See (a) above. Pending patent applications are those (excluding abandoned applications) where no issue date is indicated. In addition, Grantor plans to file patent applications for its Webcast Ratings technology (such patent tentatively titled "Infostream") and in connection with its Personal Portable Meter (PPM) technology (such patent tentatively titled "PPM with Location Monitor").

(c) Trademarks of Grantor

REGISTERED AND PENDING MARKS (All marks U.S. except where indicated

MARK	CLASS	NUMBER	STATUS	REGISTERED
AD-EXTRA	9,16,35	1,804,179	Registered	11/16/93
ARBITRON	16,35	1,023,753	Registered	10/28/75
ARBITRON	35	1,004,086	Registered	2/4/75
ARBITRON	16	983,376	Registered	5/4/74
ARBITRON (European Community)	9,16,35	000588038	Registered	7/4/99
ARBITRON (United Kingdom)	9	1,454,841	Registered	2/4/91
ARBITRON (United Kingdom)	16	1,454,842	Registered	2/4/91
ARBITRON (United Kingdom)	35	1,454,843	Registered	2/4/91
ARBITRON (Japan)	9,16,35	4,420,267	Registered	9/29/00
ARBITRON IN KATAKANA (Japan)	9,16,35	4,420,268	Registered	9/29/00
ARBITRON NEWMEDIA	16,35	2,067,527	Registered	6/3/97
ARBITRON NEWMEDIA	9	2,108,170	Registered	10/28/97
ARBITRON PPM	9	76092917	Pending	7/21/00
ARBITRON RSVP	9,35	1,944,510	Registered	12/26/95
CABLEDIRECT	9	75/377439	Pending	10/22/97
CERIDIAN (United Kingdom)	9,16, 35,42	2,042,943	Registered	10/10/97
DIARYLINK	9,35	1,935,881	Registered	11/14/95
FINGERPRINT	16,35	1,674,194	Registered	2/4/92
GOALSETTER	16,35	1,817,292	Registered	11/18/94
INFOSTREAM	9, 16, 35	76098398	Pending	7/28/00
LOCALMOTION	9,16,35	1,984,594	Registered	7/2/96
MAXIMI$ER	9	1,560,614	Registered	10/27/89
MAXIMISER (European Community)	16, 35	000587972	Registered	2/9/00
PRO M (Design mark)	9,35	2,062,674	Registered	5/20/97
MTECH	9,16,35	2,159,835	Registered	5/26/98
PD ADVANTAGE	9,35	2,384,772	Registered	9/12/00
QUALIZIP	9,35	1,716,997	Registered	9/15/92

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* The word "Respondent" is misspelled on the certificate of registration.

MARK	CLASS	NUMBER	STATUS	REGISTERED
RADIO FASTRAQ	9	1,549,966	Registered	8/1/89
RETAILDIRECT	9,35	2,062,659	Registered	5/20/97
SCAN (Design Mark)	35	849,597	Registered	5/21/68
SCANAMERICA MAP	35	1,344,975	Registered	6/25/85
STATION DIARY VUE	9	1,706,355	Registered	8/11/92

(d) Pending Trademark Applications of Grantor

See (c) above.

(e) Copyrights of Grantor

The below listed registrations were granted for Arbitron's automated databases and are for the preceding two year period.

Grantor	Copyright Title	Reg. No.	Issued
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 1,2,3,4)	876-157	4/21/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 5,6,7,8,9)	868-356	4/28/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 1,2,3,4)	864-259	7/13/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 5)	876-661	7/14/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 6)	876-499	7/16/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 10)	867-380	7/22/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 11,12)	876-659	7/27/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 13,14)	876-657	7/28/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 15)	876-658	7/30/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 16,17)	876-502	8/04/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 1,2)	878-138	10/9/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 3,4)	873-305	10/13/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 5)	891-796	10/13/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 6,7)	889-173	10/16/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 8,9)	889-219	10/20/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 1,2,3)	909-984	4/22/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 5,6,7)	907-806	4/27/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 8)	919-960	5/3/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 1,2)	912-585	7/14/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 3)	919-962	7/15/99

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* The word "Respondent" is misspelled on the certificate of registration.

Grantor	Copyright Title	Reg. No.	Issued
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 4,5)	919-963	7/19/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 6)	919-958	7/20/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 7,8)	939-055	7/22/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 9,10)	729-675	7/26/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 12)	729-677	7/29/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 13)	729-678	7/30/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 16)	728-827	8/4/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 17)	915-001	8/4/99
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 5)*	923-702	10/21/99
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 6,7,8)	923-703	10/21/99
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 9,10)*	930-910	10/25/99
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 1,2,3)	935-079	2/2/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 5,6,7)	935-116	2/3/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 8,9)	936-269	2/3/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 10,11)*	929-919	2/9/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 12,13)*	920-871	2/14/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 14)*	949-096	2/15/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 15)*	936-116	2/18/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 16,17)*	938-166	2/22/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 5)	949-257	4/26/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 6)	949-715	4/27/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 9,10)	951-877	5/8/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 3)	951-138	10/16/00

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* The word "Respondent" is misspelled on the certificate of registration.

Grantor	Copyright Title	Reg. No.	Issued
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 17,18)	902-789	1/29/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 15,16)	889-867	1/28/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 13,14)	909-986	1/26/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 10,11,12)	902-788	1/22/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 9)	898-956	1/19/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 8)	898-959	1/19/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 6,7)	895-110	1/14/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 4,5)	808-633	1/12/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 1,2,3)	808-632	1/11/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 16)	838-963	1/27/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 11,12)	944-446	1/20/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 10)	838-673	1/15/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 9)	833-590	1/14/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 7,8)	835-858	1/13/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 6)	845-987	1/12/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 4,5)	842-242	1/8/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 1,2,3)	842-240	1/6/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for January, February and March 1998) (Groups)	836-396	5/4/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for January, February and March 1998) (Groups 1,2,3)	868-357	4/28/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for (Group 16)	876-503	8/6/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for *April, May and June) (Group 17)	869-742	8/11/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for January, February and March 1998) (Groups 1,2)	876-156	4/21/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for *April, May and June 1998) (Groups 11,12)	876-656	7/28/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for *April, May and June 1998) (Groups 13,14)	876-662	7/30/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for) (Group 15)	876-501	8/4/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for) (Groups 1,2)	646-077	7/13/98

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* The word "Respondent" is misspelled on the certificate of registration.

Grantor	Copyright Title	Reg. No.	Issued
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for *April, May and June 1998) (Group 3)	876-660	7/14/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for) (Group 4)	876-500	7/16/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for) (Groups 8,9)	867-379	7/22/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for *April, May and June 1998) (Group 10)	876-663	7/27/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 1998) (Group 1)	876-626	10/13/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 1998) (Group 2)	891-797	10/13/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for) (Groups 3,4)	889-174	10/16/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September) (Group 5)	889-220	10/20/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 1998) (Group 6)	889-193	10/22/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 1998) (Group 7)	889-296	10/22/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September) (Groups 8,9)	889-190	10/26/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October November and December 1998) (Group 1)	808-634	1/11/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1998) (Groups 2,3)	887-663	1/12/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1998) (Group 5)	895-109	1/14/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1998) (Group 4)	895-108	1/14/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1998) (Group 6)	898-958	1/19/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1998) (Group 7)	898-957	1/19/99

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* The word "Respondent" is misspelled on the certificate of registration.

Grantor	Copyright Title	Reg. No.	Issued
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1998) (Groups 8,9)	902-971	1/22/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1998) (Groups 10,11)	909-983	1/26/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1998) (Group 12)	903-174	1/28/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1998) (Group 13)	902-970	1/29/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1998) (Group 14)	891-717	1/29/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1998) (Group 15)	890-254	2/2/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1998) (Group 16)	909-987	2/5/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1998) (Group 17)	896-551	2/8/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for January, February and March 1999) (Group 1)	909-985	4/22/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for January, February and March 1999) (Groups 3,4)	907-807	4/27/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for January, February and March 1999) (Group 5)	907-805	4/27/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for January, February and March 1999) (Group 6)	919-961	5/3/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for January, February and March 1999) (Group 9)	905-567	5/6/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 1999) (Group 1)	920-610	7/14/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 1999) (Group 2)	933-482	7/15/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 1999) (Group 3)	933-483	7/19/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including	919-959	7/20/99

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Grantor	Copyright Title	Reg. No.	Issued
	Estimates for April, May and June 1999) (Group 4)		
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 1999) (Groups 5,6,7)	939-056	7/22/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 1999) (Group 8)	729-674	7/26/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 1999) (Group 9)	729-679	7/28/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 1999) (Group 10)	729-676	7/29/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 1999) (Group 11)	729-679	7/30/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 1999) (Group 12)	953-526	8/2/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 1999) (Group 13)	728-828	8/4/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 1999) (Group 14)	915-000	8/4/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 1999) (Groups 16, 17)	915-044	8/11/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 1999) (Group 3)	929-572	10/18/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 1999) (Groups 4,5)	923-704	10/21/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 1999) (Groups 6,7)	930-911	10/25/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 1999) (Groups 8,9)	923-450	10/27/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 1999) (Group 10)	929-418	11/2/99
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1999) (Group 1)	935-080	2/2/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1999) (Groups 2,3)	935-931	2/2/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1999) (Group 4)	935-115	2/3/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1999)	936-270	2/3/00

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Grantor	Copyright Title	Reg. No.	Issued
	(Groups 5,6)		
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1999) (Groups 7,8)	929-918	2/9/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1999) (Group 9)	920-870	2/14/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1999) (Group 10)	949-097	2/15/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1999) (Groups 13,14,15)	936-115	2/18/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1999) (Group 16)	938-165	2/22/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1999) (Group 17)	941-652	2/24/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 2000) (Group 2)	951-139	10/16/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for January, February and March 2000) (Group 2)	949-714	4/26/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for January, February and March 2000) (Groups 3,4,5)	949-258	4/27/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for January, February and March 2000) (Groups 9,10)	951-876	5/8/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1997) (Group 14)	836-433	1/27/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1997) (Groups 12,13)	839-187	1/23/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1997) (Groups 9,10,11) *Fall 1997	944-445	1/20/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1997) (Group 5)	835-859	1/13/98

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Grantor	Copyright Title	Reg. No.	Issued
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1997) (Groups 2,3)	842-239	1/8/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for October, November and December 1997) (Group 1)	842-241	1/6/98
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 2000) (Group 15)	953-538	8/8/00
Ceridian	Station Audience Estimates-RM3M4 (Revision Including Estimates for April, May and June 1998) (Group 5)	962-850	7/17/98
Ceridian	Station Audience Estimates-RM3M4 (Revision Including Estimates for April, May and June 1998) (Groups 6 and 7)	962-851	7/20/98
Ceridian	Station Audience Estimates-RM3M4 (Revision Including Estimates for January, February and March 2000) (Groups 6, 7, and 8)	954-472	5/03/00
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 7)	962-852	7/17/98
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 11)	962-455	7/28/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 14 & 15)	962-456	8/02/99
Ceridian	Survey Respondent Diarybase-GP2F1 (Groups 7 and 8)	954-473	5/03/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 2000) (Groups 6 and 7)	960-657	07/25/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 8 and 9)	960-658	07/25/00
Ceridian	Survey Respondent Diarybase-GP2F1 (Group 8 and 9)	963-840	07/20/98

(f) <u>Copyright Applications of Grantor</u>

(i) The following applications are pending for Arbitron's automated databases.

Grantor	Title	Filed
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 2000) (Group 1)	7/13/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 2000) (Group 2)	7/14/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 2000) (Group 3)	7/17/00

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Grantor	Title	Filed
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 2000) (Group 4)	7/19/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 2000) (Group 5)	7/19/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 2000) (Groups 8 and 9)	7/26/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 2000) (Group 10)	7/28/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 2000) (Group 11)	7/28/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 2000) (Groups 12 and 13)	08/01/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 2000) (Group 14)	08/02/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 2000) (Group 15)	08/08/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for April, May and June 2000) (Groups 16 and 17)	08/09/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 1 and 2)	7/14/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 3)	7/14/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 4 and 5)	7/17/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 6 and 7)	7/19/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 10)	7/26/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 11)	7/28/00

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Grantor	Title	Filed
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 12)	7/28/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 13)	8/01/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 14)	8/02/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 15)	8/08/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 17)	8/09/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 1 and 2)	10/12/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 3, 4 and 5)	10/18/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 6 and 7)	10/19/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Groups 8 and 9)	10/24/00
Ceridian	Station Audience Estimates Survey Respondent Diarybase-GP2F1 (Group 10)	10/25/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 2000) (Group 1)	10/12/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 2000) (Group 3)	10/18/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 2000) (Groups 4 and 5)	10/19/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 2000) (Groups 6, 7 and 8)	10/24/00
Ceridian	Station Audience Estimates-RM3M4 (Revision including Estimates for July, August and September 2000) (Groups 9 and 10)	10/25/00

(ii) Copyright registration was granted for Grantor's computer software programs listed below:

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Grantor	Title	Date Registered	Registration Number
Ceridian	Maximi$er	12/18/00	953-668
Ceridian	Tapscan	12/18/00	953-670
Ceridian	TVScan	12/18/00	953-671
Ceridian	Qualitap	12/18/00	953-669

(iii) Copyright registration was granted for the following internal computer programs used to produce Grantor's ratings data:

Grantor	Title	Date Registered	Registration Number
Ceridian	Client Applications Data Production	12/28/00	949-755
Ceridian	Client Media Production	12/28/00	949-756
Ceridian	Client Services Production Process	12/28/00	949-758
Ceridian	Media Management Production	12/28/00	949-757
Ceridian	Radio Market Report Production Process	12/28/00	949-759

(g) Copyright Licenses of Grantor

None.

(h) Material Arbitron Software. The following constitutes all Material Software as defined in the Credit Agreement as of the Effectiveness Date.

Maximi$er (aka MediaProfessional)
Tapscan
Qualitap (aka TV Qualitap)
TVScan

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SCHEDULE 3
to the Security Agreement

Filing Offices

State	Accounts, Chattel Paper, Documents, Equipment, General Intangibles, Inventory, Books, Proceeds and Products	Deposit Accounts (1)	Letter of Credit Proceeds (2)	Patents and Trademarks	Copyrights	Adopt U.C.C. § 9-103(3)(b) and (d) of UCC(1) (3)
Alabama	Secretary of State	(1)	(2)	United States Patent and Trademark Office and Secretary of State	United States Copyright Office and Secretary of State	Yes
California	Secretary of State	(1)	(2)	United States Patent and Trademark Office and Secretary of State	United States Copyright Office and Secretary of State	Yes
Delaware	Secretary of State	(1)	(2)	United States Patent and Trademark Office and Secretary of State	United States Copyright Office and Secretary of State	Yes
Georgia	Clerk of superior court of any county of the state	(1)	(2)	United States Patent and Trademark Office and clerk of superior court of any county of the state	United States Copyright Office and clerk of superior court of any county of the state	Yes
Illinois	Secretary of State	(1)	(2)	United States Patent and Trademark Office and Secretary of State	United States Copyright Office and Secretary of State	Yes
Maryland	State Dept. of Assessments and Taxation	(1)	(2)	United States Patent and Trademark Office and State Dept. of Assessments and Taxation	United States Copyright Office and State Dept. of Assessments and Taxation	Yes
Massachusetts	(4)	(1)	(2)	United States Patent and Trademark Office and (4)	United States Copyright Office and	Yes

* The word "Respondent" is misspelled on the certificate of registration.

					(4)	
Minnesota	Secretary of State	(1)	(2)	United States Patent and Trademark Office and Secretary of State	United States Copyright Office and Secretary of State	Yes
New York	Dept. of state and, in addition, if the debtor has a place of business in the state, and in only one county of this state also in the office of the filing officer of such county	(1)	(2)	United States Patent and Trademark Office and Dept. of state and, in addition, if the debtor has a place of business in the state, and in only one county of this state also in the office of the filing officer of such county	United States Copyright Office and Dept. of state and, in addition, if the debtor has a place of business in the state, and in only one county of this state also in the office of the filing officer of such county	Yes
Texas	Secretary of State	(1)	(2)	United States Patent and Trademark Office and Secretary of State	United States Copyright Office and Secretary of State	Yes

1. "Article 9 does not apply to a transfer of an interest in any deposit account except as provided with respect to proceeds..." U.C.C. § 9-104(L).

2. A security interest in the rights to proceeds of a written letter of credit can be perfected only by the secured party's taking possession of the letter of credit. U.C.C. § 9-304(1).

3. With accounts and general intangibles, the law (including the conflict of laws rules) of the jurisdiction in which the debtor is located governs the perfection and the effect of perfection or non-perfection of the security interest. U.C.C. § 9-103(3)(b). A debtor shall be deemed located at his place of business if he has one, at his chief executive office if he has more than one place of business, otherwise at his residence. U.C.C. § 9-103(3)(d).

4. In the office of the state secretary and in addition, if the debtor has a place of business in only one town of the commonwealth, also in the office of the clerk of such town, or, if the debtor has no place of business in the commonwealth, but resides in the commonwealth, also in the office of the clerk of the town in which he resides. Mass. Gen. Laws Ann. ch. 106, § 9-401(1)(c) (West 2000).

Schedule 3-2

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