PTO-1594
6-93)
No. 0651-0011 (exp. 4/94)

RE 07-05-2001 SHEET Y

101767393

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of P

attached original documents or copy thereof.

Name of conveying party(ies):

The Receivable Management Services Corporation

Individual(s) ☐ Association
General Partnership ☐ Limited Partnership
X Corporation-State Delaware
Other

ditional name(s) of conveying party(ies) attached? ☐ Yes X No

Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

ecution Date: May 1, 2001

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as agent

Internal Address:

Street Address: 311 S. Wacker

City: Chicago State: IL ZIP: 60606

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

29

MNO 6/29/01

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41)..... $ 90

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

DO NOT USE THIS SPACE

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.

Laura Konrath

Name of Person Signing

Signature

6/27/01

Date

Total number of pages including cover sheet, attachments, and document:

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

Continuation Item 4

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

1. Debt Alert	No. 1,377,548
2. Debt Scan	No. 1,270,228

TRADEMARK APPLICATIONS

Cash Now	No. 75/593,254

TRADEMARK LICENSES

1. DunsDemands*	No. 1,703,705
2. DUNS EZ-Link*	No. 1,779,333
3. D&B*	No. 852,926; 852,945; 850,622
4. Dun & Bradstreet*	No. 1,746,071; 852,946; 853,388; 852,770

* Licensed to The Receivable Management Services Corporation ("**RMS US**") pursuant to that certain Transitional Mark License Agreement dated May 1, 2001 between RMS US and Dun & Bradstreet, Inc.

Execution Copy

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of May 1, 2001, by The Receivable Management Services Corporation, a Delaware corporation (the surviving corporation in the merger with RMS Acquisition Corp. as of the Closing Date) (the "Grantor"), in favor of Antares Capital Corporation, in its capacity as agent for the benefit of the Lenders (as defined below) (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of May 1, 2001 (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement") with Agent, the several financial institutions from time to time party thereto (the "Lenders") and the other Credit Parties signatory thereto, providing for the Lenders to make available to Grantor certain credit facilities on the terms and conditions set forth therein;

WHEREAS, Grantor has entered into a Security Agreement as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Lenders are secured;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Agent, for the benefit of Agent and the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, for the benefit of Agent and the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(1) each Trademark, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto;

(2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement

of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark License listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date and year first above written.

THE RECEIVABLE MANAGEMENT SERVICES CORPORATION

By: _____
Title: PRESIDENT

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent

By: _____
Title: DIRECTOR

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 1st day of May, 2001, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of The Receivable Management Services Corporation, a Delaware corporation, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said company.

OFFICIAL SEAL
NICOLE KRISTIN GENOVA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/28/02

Notary Public

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

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