

10-16-2001

FORM PTO 1618A
Caption 04/20/99
OIAI 0061-0027



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

101863810

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2-16-01

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

Submission Type

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

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date Month _____ Day _____ Year _____
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name ROWCOB, INC.

01/1/2001

Formerly _____

7514383

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

Receiving Party

Mark if additional names of receiving parties attached

Name Wilmington Trust Company, as Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) Rodney Square North

Address (line 2) 1100 North Market Street

Address (line 3) Wilmington

Delaware

1980-0001

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

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. (Assignment must be a separate document from Assignment.)

FOR OFFICE USE ONLY

2/27/0001 DBYRNE 00000230 75714383

1 FC:481 40.00 SP
2 FC:482 600.00 TP

Public Search Reports for this collection of information is available to a single user for 30 minutes per Cover Sheet is recorded, including time for reviewing the document and information that may be needed to complete the Cover Sheet. Good contacts regarding this burden reduction is the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20503 and in the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (2001-0027), Washington, D.C. 20503. See OMB Information Collection Budget package 0321-0027, Patent and Trademark Assignment Process. Do NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1618B
U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

Page 2

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

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75714383"/>	<input type="text" value="75555944"/>	<input type="text" value="75568538"/>	<input type="text" value="1365993"/>	<input type="text" value="1358619"/>	<input type="text" value="1400865"/>
<input type="text" value="75568219"/>	<input type="text" value="75529685"/>	<input type="text" value="75333141"/>	<input type="text" value="1826824"/>	<input type="text" value="1376205"/>	<input type="text" value="1365994"/>
<input type="text" value="75333117"/>	<input type="text" value="75515370"/>	<input type="text" value="75622419"/>	<input type="text" value="1359618"/>	<input type="text" value="1367114"/>	<input type="text" value="2104829"/>

Number of Properties Enter the total number of properties involved. #

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

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Nicole M. Sarubbi Nicole M. Sarubbi 2/13/01
Name of Person Signing Signature Date Signed

RECORDATION FORM COVER SHEET
OTIP CONTINUATION
TRADEMARKS ONLY

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

FORM PTO-1618C
Expires 03/31/03
OMB 0951-0027

Conveying Party

Enter Additional Conveying Party



Mark if additional names of conveying parties attached

Expiration Date
Month Day Year

Name Dawson, Inc.

01312001

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

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

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

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)

2104830

1403441

1839715

1853905

2133000

2124141

2124143

Grid of empty boxes for registration numbers.

FORM PTO-161RC
Expires 08/2002
Date: 08/1/02

RECORDATION FORM COVER SHEET
CONTINUATION
REMARKS 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

Name **Faxon Company, Inc., The**

01312001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization **Massachusetts**

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

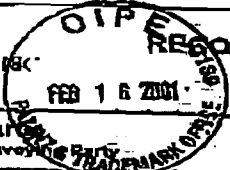
If document to be recorded in an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

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

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property). Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)



REGISTRATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

FORM PTO-1618C Supp to USPTO 02/00/00 One of 0231-0027

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date Month Day Year

Name Turner Subscription Agency, Incorporated, The

01312001

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

BA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/County Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment)

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

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property). Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

REGISTRATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Express Mail®
USPS 10/1/97

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

Conveying Party

Enter Additional Conveying Parties

FEB 18 2001

Mark if additional names of conveying parties attached

Registration Date
Month Day Year

Name McGregor Subscription Service, Inc.

01 31 2001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Illinois

Receiving Party

Enter Additional Receiving Parties

Mark if additional names of receiving parties attached

Name

DBA/KATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment)

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

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

FORM PTO-1618C
E-Form DSO-009
12-01-0027

Conveying Party
Enter Additional Conveying Parties Mark if additional names of conveying parties attached **Exemption Date**
Month Day Year

Name Dawson Information Group, Inc. **01312001**

Formerly _____
 Individual General Partnership Limited Partnership Corporation Association
 Other _____
 Citizenship/State of Incorporation/Organization California

Receiving Party
Enter Additional Receiving Parties Mark if additional names of receiving parties attached

Name _____

DBA/AKA _____

Composed of _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

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

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Declaration must be a separate document from the Assignment.)

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)		

RECORDATION FORM COVER SHEET

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

FORM PTO-1618C
Superseded
OAS 0851-9027

CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Corporate Subscription Services, Inc.

01.31.2001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization New Jersey

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of January 31, 2001, made by RoweCom, Inc., a Delaware corporation ("Parent"), Dawson, Inc., a Delaware corporation ("Dawson"), The Faxon Company, Inc., a Massachusetts corporation ("Faxon"), The Turner Subscription Agency, Incorporated, a Delaware corporation ("Turner"), McGregor Subscription Service, Inc., an Illinois corporation ("McGregor"), Dawson Information Quest, Inc. a California corporation ("DIQ") and Corporate Subscription Services, Inc., a New Jersey corporation ("CSS" and together with Dawson, Faxon, Turner, McGregor and DIQ, collectively the "Subsidiary Grantor" and together with the Parent, collectively, the "Grantor"), for the benefit of Wilmington Trust Company, a Delaware corporation, (the "Grantee"), the agent on behalf of the Purchasers ("Purchasers" and together with the Grantee, the "Lending Parties") party to the Note Purchase Agreement (as defined below).

WHEREAS, Purchasers and Parent are parties to separate Note Purchase Agreements each dated on or about the date hereof (as at any time amended, modified, repawed or extended, collectively, the "Note Purchase Agreement"), pursuant to which Purchasers have agreed to purchase notes of the Parent on the terms and subject to all of the conditions set forth in the Note Purchase Agreement, and to secure the obligations of the Parent under the Note Purchase Agreement the Parent is granting to Grantee, for the benefit of the Lending Parties, a lien upon and security interest in the Intellectual Property Collateral (as defined below) to which the Parent has an interest. Terms used in this Intellectual Property Security Agreement, unless otherwise defined herein, shall have the meaning ascribed to them in the Note Purchase Agreement; and

WHEREAS, pursuant to the terms of those separate Subsidiary Guaranties (at any time amended, collectively, the "Guaranty") each dated the date hereof, the Subsidiary Grantor has jointly and severally guaranteed the payment and performance of the obligations owing by the Parent to Purchasers under the Note Purchase Agreement, and to secure the obligations of the Subsidiary Grantor under such Guaranty the Subsidiary Grantor is granting to Grantee, for the benefit of the Lending Parties, a lien upon and security interest in the Intellectual Property Collateral (as defined below) to which Subsidiary Grantor has an interest; and

WHEREAS, a condition to any purchase of any notes of Parent by the Purchasers under the terms of the Note Purchase Agreement is the execution and delivery of this Intellectual Property Security Agreement by Grantor to Grantee to secure all obligations at any time owing by Grantor to the Lending Parties under the Note Purchase Agreement, the Guaranty and the other Financing Documents executed by Grantor in favor of the Lending Parties on or about the date hereof.

NOW THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants and pledges to the Grantee, for the benefit of the Lending Parties, a security interest in the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Grantor, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell or advertise for sale the

CTDOCS:14305204

same, (i) the right to sue or otherwise recover for any infringements or misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, including, without limitation, the copyrights in each original work of authorship identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to exercise any or all of the exclusive rights of a copyright owner with regard to the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Copyrights");

(d) all trade secrets, including, (i) the right to use or license the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Trade Secrets");

(e) all license agreements with any other Person in connection with any of the Patents, Trademarks, Copyrights or Trade Secrets, or such other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof and any right to prepare for sale, sell and advertise for sale, all inventory (as defined in the Security Agreement) now or hereafter owned by the Grantor and now or hereafter covered by any such license (the "Licenses" and each a "License"); and

(e) all proceeds of any of the foregoing Patents, Trademarks, Copyrights, Trade Secrets and Licenses, including, without limitation, any claims by any Guarantor against third parties for infringement of the Patents, Trademarks, Copyrights, Trade Secrets or Licenses.

SECTION 2. Security for Obligations. This Intellectual Property Security Agreement secures the payment of all obligations of the Grantor now or hereafter existing under the Note Purchase Agreement, the Guaranty, the Notes, and all other documents or agreements executed in connection therewith, whether for principal, interest, fees, expenses or otherwise (the "Secured Obligations").

SECTION 3. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Intellectual Property Security Agreement had not been executed, (b) the exercise by the Grantee of any of the rights or remedies hereunder shall not release the Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) the Grantee shall have no obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Intellectual Property Security Agreement, nor shall the Grantee be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. The Grantor represents and warrants as follows:

(a) the Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by such Grantor free and clear of any lien, claim, option or right of others, except for the liens and security interests created under this Intellectual Property Security Agreement or permitted under the Note Purchase Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral or listing the Grantor or any of its Subsidiaries or any trade name of the Grantor or any of its Subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Grantee relating to this Intellectual Property Security Agreement or as provided under the Financing Documents.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by the Grantor. Set forth in Schedule II is a complete and accurate list of all trademarks, service marks, trade names and trade dress, all trademark and service mark registrations and all trademark and service mark applications owned by the Grantor. Set forth in Schedule III is a complete and accurate list of all copyrights and copyrightable works of authorship owned by the Grantor. Set forth in Schedule IV is a complete and accurate list of all Licenses in which the Grantor is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. The Grantor has made all necessary filings and recordings to protect and maintain its interest in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, and Licenses set forth in Schedules I, II, and V hereto. With respect to any material copyrights and works of authorship set forth in Schedule III, Grantor has registered said copyrights for same with the United States Copyright Office. With respect to the Trade Secrets, Grantor has taken all reasonable steps necessary to maintain the secrecy of such trade secrets.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright of the Grantor set forth in Schedule I, II or III hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable. Each License of the Grantor identified in Schedule IV is subsisting and has

not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable. The Grantor is not aware of any uses of any item of Intellectual Property Collateral which would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral.

(d) The Grantor has not made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral. The Grantor has not granted any License (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(e) The Grantor has used proper statutory notice in connection with its use of each patent, registered trademark and service mark and copyright contained in Schedule I, II or III.

(f) This Intellectual Property Security Agreement creates in favor of the Grantee a valid and perfected priority security interest in the Intellectual Property Collateral of the Grantor, securing the payment of the Secured Obligations except as provided under the Note Purchase Agreement.

(g) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interest granted hereby, for the pledge by the Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Intellectual Property Security Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements are in proper form and are duly executed, and the filing and recording of this Intellectual Property Security Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office against each registered copyright of the Grantor set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Grantee of its rights provided for in this Intellectual Property Security Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Intellectual Property Security Agreement.

(h) There are no claims by any third party relating to any item of Intellectual Property Collateral.

(i) No claim has been made and is continuing or threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by the Grantor of any Intellectual Property Collateral does or may violate the rights of any Person. To the best of the Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property Collateral.

(j) The Grantor has taken all reasonably necessary steps to use consistent standards of quality in the manufacture, distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral and has taken all necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 5. Further Assurances.

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Grantee believes may be reasonably necessary or reasonably desirable, or that the Grantee may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Grantee to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, the Grantor will, upon the reasonable request of the Grantee, with respect to the Intellectual Property Collateral owned by such Grantor, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Grantee may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby.

(b) The Grantor hereby authorizes the Grantee to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Intellectual Property Security Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Grantee from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Grantee may reasonably request, all in reasonable detail.

(d) The Grantor agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, work of authorship or License, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, work of authorship or License will automatically become part of the Intellectual Property Collateral. With respect to any material copyright or work of authorship which is not now owned by Grantor, but in which Grantor obtains an ownership interest, or is created by or for the Grantor, Grantor shall immediately register such copyright with the United States Copyright Office, along with such documentation necessary to evidence Grantee's security interest in such copyright. The Grantor authorizes the Grantee to modify this Intellectual Property Security Agreement by amending Schedules I, II, III, and IV hereto (and shall cooperate with the Grantee in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application, copyright, work of authorship or License which becomes part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright or work of authorship set forth in Schedule I, II or III hereto, the Grantor agrees to take all necessary or desirable steps including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and copyright registration, and (ii) pursue each such patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing

of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright, or work of authorship to which it is now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by the Grantor. The Grantor shall not discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright or trade secret now or hereafter included in the Intellectual Property Collateral, unless the Grantor shall have first determined in its reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of the Grantor's business.

(f) The Grantor agrees to notify the Grantee promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral has been determined to have become abandoned, dedicated to the public, entered the public domain, or, in the case of a trade secret, has been publicly disclosed so that it would no longer deemed to be a trade secret; (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral, or (iii) of any adverse determination.

(g) In the event that the Grantor makes a determination in its reasonable business judgment that any item of the Intellectual Property Collateral has been infringed or misappropriated by a third party, the Grantor shall promptly notify the Grantee and will take such actions as the Grantor or the Grantee deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Grantor.

(h) The Grantor shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks, and copyrights contained in Schedule I, II or III.

(i) The Grantor shall take all steps which it or the Grantee deems appropriate under the circumstances to preserve and protect its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 6. Transfers and Other Liens. The Grantor agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of (except as provided in Section 5(e)) or grant any option with respect to, any of the Intellectual Property Collateral, or (ii) create or suffer to exist any lien upon or with respect to any of the Intellectual Property Collateral except for the pledge and security interest created by this Intellectual Property Security Agreement.

SECTION 7. The Grantee Appointed Attorney-in-Fact. The Grantor hereby irrevocably appoints the Grantee (and any officer or agent of the Grantee as the Grantee may select in its exclusive direction) attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of

such Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default and upon notice to such Grantor to take any action and to execute any instrument that the Grantee may deem necessary or advisable to accomplish the purposes of this Intellectual Property Security Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Grantee may deem necessary or desirable to enforce the rights of the Grantee with respect to any of the Intellectual Property Collateral.

SECTION 8. The Grantee May Perform. If the Grantor fails to perform any agreement contained herein, the Grantee may itself, upon fifteen (15) days' notice to said Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Grantee incurred in connection therewith shall be borne by said Grantor.

SECTION 9. The Grantee's Duties. The powers conferred on the Grantee hereunder are solely to protect the Lending Parties' interests in the Intellectual Property Collateral and shall not impose any duty upon the Grantee to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Grantee shall have no duty as to any Intellectual Property Collateral, whether or not the Grantee has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Grantee shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Grantee accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Grantee may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any other Document or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the Commonwealth of Massachusetts at such time (the "Massachusetts Uniform Commercial Code") (whether or not the Massachusetts Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of the Grantee forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Grantee and make them available to the Grantee at a place and time to be designated by the Grantee; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Grantee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Grantee may deem commercially reasonable; and (iii) occupy any premises owned or leased by the Grantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to the Grantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the

Intellectual Property Collateral subject to such disposition will be included, and the Grantor will supply to the Grantee or its designee the Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, the Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Grantee shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Grantee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Grantee in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Grantee, be held by the Grantee as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Grantee pursuant to Section 11(b)), in whole or in part, by the Grantee, for its benefit against all or any part of the Secured Obligations in such manner as the Note Purchase Agreement may require and otherwise as the Grantee and the Required Holders may elect. Any surplus of such cash or cash proceeds held by the Grantee and remaining after payment in full of all of the Secured Obligations shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Grantee may exercise any and all rights and remedies of the Grantor in respect of the Intellectual Property Collateral.

(d) All payments received by the Grantor in respect of the Intellectual Property Collateral shall be received in trust for the benefit of the Lending Parties, shall be segregated from other funds of the Grantor and shall be forthwith paid over to the Grantee in the same form as so received (with any necessary or desirable endorsement or assignment).

SECTION 11. Indemnity and Expenses.

(a) The Grantor hereby agrees to indemnify the Grantee from and against any and all claims, losses and liabilities arising out of or resulting from this Intellectual Property Security Agreement (including, without limitation, enforcement of this Intellectual Property Security Agreement), except claims, losses or liabilities resulting from the Grantee's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The Grantor will, upon demand, pay to the Grantee the amount of any and all reasonable expenses, including the reasonable fees and expenses of any Lending Party's counsel and of any experts and that the Grantee may incur in connection with (i) the administration of this Intellectual Property Security Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Grantee hereunder or (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

SECTION 12. Security Interest Absolute. The obligations of the Grantor under this Intellectual Property Security Agreement are independent of the Obligations, and a separate action or actions may be brought and prosecuted against the Grantor to enforce this Intellectual Property Security Agreement.

irrespective of whether any action is brought against the Grantor or whether the Grantor is joined in any such action or actions. All rights of the Grantee and the pledge and security interest created hereunder, and all obligations of the Grantor hereunder, shall be absolute and unconditional, irrespective of:

- (a) any lack of validity or enforceability of any Document or any other agreement, instrument or document relating thereto;
- (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Document, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to the Grantor or any Guarantor or any of their Subsidiaries or otherwise;
- (c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Obligations;
- (d) any manner of application of collateral, or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any collateral for all or any of the Obligations, or any other assets of the Grantor, any Guarantor or any of their Subsidiaries;
- (e) any change, restructuring or termination of the corporate structure or existence of the Grantor or any Guarantor or any of their Subsidiaries; or
- (f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Grantor or a third party grantor of a security interest.

SECTION 13. Amendments, Waivers, Supplements, Etc.

(a) No amendment or waiver of any provision of this Intellectual Property Security Agreement, and no consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee and the Grantor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Grantee to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(c) Upon the execution and delivery by any Person of an intellectual property security agreement supplement, in each case in substantially the form of Exhibit A hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Intellectual Property Security Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor and each reference in any other Document to a "Grantor" shall also mean and be a reference to such Additional Grantor, and (ii) the annexes attached to each Intellectual Property Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, III and IV, as appropriate, hereto and the Grantee may attach such annexes as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as so supplemented.

SECTION 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication) and mailed,

telegraphed, telecopied, telexed or delivered, if to the Grantor, addressed to it at the address set forth below; if to any Additional Grantor, addressed to it at the address set forth below its name on the signature page to the Intellectual Property Security Agreement Supplement executed and delivered by such Additional Grantor; if to the Grantee, addressed to it at its address set forth below; or, as to each other party, at such other address as shall be designated by such party in a written notice to the Grantor and the Grantee.

To the Grantor:

c/o Dawson, Inc.
60 Aberdeen Street
Cambridge, MA 02138
Attention:
Telefax Number:

With copies to:

Bingham Dana LLP
150 Federal Street
Boston, MA 02110
Attention: Brian Keeler, Esq.
Telefax Number: (617) 951-8736

To the Grantee:

Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-0001

With copies to:

Daniel Papermaster, Esq.
One State Street
Hartford, CT 06103
Telefax Number: (860) 240-2800

Dale C. Gordon, General Counsel
Walters Kluwer US Corporation
48th Floor, 161 N. Clark Street
Chicago, IL 60601
Telecopy No.: (312) 425-0234

Richard S. Rudlok, Esquire
John Wiley & Sons, Inc.
New York, N.Y. 10158
(212) 850-6134
Telecopy No.: (212) 983-0529

All such notices and communications shall, when mailed by certified mail, return receipt requested, telegraphed, telecopied or telexed, be effective three (3) days after mailing, upon delivery to the telegraph company, upon transmission by telecopier or upon confirmation by telex answerback, respectively, addressed as aforesaid. Any party hereto may change the Person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

SECTION 15. Continuing Security Interest Assignments. This Intellectual Property Security Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall

remain in full force and effect until the indefeasible payment in full in cash of all of the Secured Obligations and be binding upon the Grantor, its successors and assigns.

SECTION 16. Release and Termination. Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Financing Documents, the Grantee will, at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Default shall have occurred and be continuing, (ii) the Grantor shall have delivered to the Grantee, at least thirty (30) Business Days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Grantee and a certification by the Grantor to the effect that the transaction is in compliance with the Financing Documents and as to such other matters as the Grantee may request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with the Note Purchase Agreement and (iv) the Grantee shall have approved such sale, lease, transfer or other disposition in writing.

SECTION 17. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Intellectual Property Security Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

SECTION 18. Governing Law; Terms. This Intellectual Property Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the Commonwealth of Massachusetts. Unless otherwise defined herein, terms used in Article 9 of the Massachusetts Uniform Commercial Code are used herein as therein defined.

[The remainder of this page has been left blank intentionally.]

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

ROWECOM, INC.

By: [Signature]
Name: Richard Rowe
Title: President

DAWSON, INC.

By: [Signature]
Name: Richard Rowe
Title: President

THE FAXON COMPANY, INC.

By: [Signature]
Name: Richard Rowe
Title: President

THE TURNER SUBSCRIPTION AGENCY,
INCORPORATED


By: [Signature]
Name: Richard Rowe
Title: President

MCGREGOR SUBSCRIPTION SERVICE, INC.


By: [Signature]
Name: Richard Rowe
Title: President

[Signature Page to Intellectual Property Security Agreement]

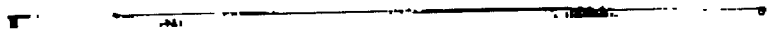
CORPORATE SUBSCRIPTION SERVICES, INC.

By: 
Name: Richard Rowe
Title: President

DAWSON INFORMATION QUEST, INC.

By: 
Name: Richard Rowe
Title: President

[Signature Page to Intellectual Property Security Agreement]



ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST COMPANY, as Agent

By: 
Name: Joseph E. Feil
Title: Senior Financial Services Officer

[Signature Page to Intellectual Property Security Agreement]



COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk) ss.

On this 15th day of Feb., 2001, before me personally came Richard Rose, to me known, who, being by me duly sworn, did depose and say that he is the President of RoweCom, Inc., the corporation described in and which executed the foregoing instrument and that he signed his name thereto by like order.

Brian Keeler
Notary Public Brian Keeler
exp. 10/22/04

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk) ss.

On this 1st day of Feb., 2001, before me personally came Richard Rose, to me known, who, being by me duly sworn, did depose and say that he is the President of Dawson, Inc., the corporation described in and which executed the foregoing instrument and that he signed his name thereto by like order.

Brian Keeler
Notary Public Brian Keeler
exp. 10/22/04

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk) ss.

On this 1st day of Feb., 2001, before me personally came Richard Rose, to me known, who, being by me duly sworn, did depose and say that he is the President of The Faxon Company, Inc., the corporation described in and which executed the foregoing instrument and that he signed his name thereto by like order.

Brian Keeler
Notary Public Brian Keeler
exp. 10/22/04

[Acknowledgment to Intellectual Property Security Agreement]

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk) ss.

On this 1st day of Feb., 2001, before me personally came Richard Roe, to me known, who, being by me duly sworn, did depose and say that he is the President of The Turner Subscription Agency, Incorporated, the corporation described in and which executed the foregoing instrument and that he signed his name thereto by like order.

Brian Keeler
Notary Public Brian Keeler
exp. 10/22/04

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk) ss.

On this 1st day of Feb., 2001, before me personally came Richard Roe, to me known, who, being by me duly sworn, did depose and say that he is the President of McGregor Subscription Service, Inc., the corporation described in and which executed the foregoing instrument and that he signed his name thereto by like order.

Brian Keeler
Notary Public Brian Keeler
exp. 10/22/04

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk) ss.

On this 1st day of Feb., 2001, before me personally came Richard Roe, to me known, who, being by me duly sworn, did depose and say that he is the President of Corporate Subscription Services, Inc., the corporation described in and which executed the foregoing instrument and that he signed his name thereto by like order.

Brian Keeler
Notary Public Brian Keeler
exp. 10/22/04

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk) ss.

On this 1st day of Feb., 2001, before me personally came Richard Roe, to me known, who, being by me duly sworn, did depose and say that he is the President of Dawson Information Quest, Inc., the corporation described in and which executed the foregoing instrument and that he signed his name thereto by like order.

Brian Keeler
Notary Public Brian Keeler
exp. 10/22/04

[Acknowledgment to Intellectual Property Security Agreement]

STATE OF ~~DELAWARE~~

)

COUNTY OF NEW CASTLE

) ss.

)

On this 2nd day of February, 2001, before me personally came Joseph B. Fell, to me known, who, being by me duly sworn, did depose and say that he/she is the ~~Senior Financial Securt Officer~~ Senior Financial Securt Officer of Wilmington Trust Company, the corporation described in and which executed the foregoing instrument and that he signed his name thereto by like order.

Maria G. Panella
MARTA G. PANELLA

Notary Public NOTARY PUBLIC DELAWARE
My Commission Expires My Commock... August 7, 2004

[Acknowledgment to Intellectual Property Security Agreement]

EXHIBIT A

to

Intellectual Property Security Agreement**FORM OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT**

Wilmington Trust Company as Collateral Agent for the Purchasers
under the Note Purchase Agreement referred to below
Attention:

Re: Intellectual Property Security Agreement dated as of January 2001 made by Dawson, Inc., a Delaware corporation ("Dawson"), The Faxon Company, Inc., a Massachusetts corporation ("Faxon"), The Turner Subscription Agency, Incorporated, a Delaware corporation ("Turner"), McGregor Subscription Service, Inc., an Illinois corporation ("McGregor"), Dawson Information Quest, Inc., a California corporation ("DIQ") and Corporate Subscription Services, Inc., a New Jersey corporation ("CSS" and together with Dawson, Faxon, Turner, McGregor and DIQ, collectively the "Grantor"), for the benefit of Wilmington Trust Company (the "Grantee") and the Purchasers ("Purchasers" and together with Grantee, the "Lending Parties") party to the Note Purchase Agreement.

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented, renewed or otherwise modified from time to time, being the "Intellectual Property Security Agreement") made by the Grantor to the Lending Parties. The terms defined in the Intellectual Property Security Agreement (or in the Note Purchase Agreement referred to therein) and not otherwise defined herein are used herein as therein defined.

The undersigned hereby agrees, as the date first above written, to become a Grantor under the Intellectual Property Security Agreement as if it were an original party thereto and agrees that each reference in the Intellectual Property Security Agreement to "Grantor" shall also mean and be a reference to the undersigned.

The undersigned hereby pledges to the Grantee, and hereby grants to the Grantee, for the benefit of the Lending Parties, a security for the Secured Obligations a lien on and security interest in, all of the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and to Intellectual Property Collateral owned by the undersigned, including, but not limited to, the property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto, respectively. The undersigned hereby certifies on behalf of such Grantor that such Annexes have been prepared by the undersigned in substantially the

Exhibit A-1

CTDOCS:1430550.4

form of Schedules I, H, III and IV to the Intellectual Property Security Agreement and are true, accurate and complete in all material respects as of the date hereof.

The undersigned on behalf of such Grantor hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented by the attached Annexes) to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each other Grantor.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Very truly yours,

[NAME OF ADDITIONAL INTELLECTUAL PROPERTY GRANTOR]

By: _____
Name: _____
Title: _____
Address: _____

Exhibit A-2

CTDOCS:1430530.4

IP Agreement Schedules

Schedule I: Patents

None

Schedule I-1

CTDOCS:14305504

Schedule II: Trademarks

The Faxon Company

1. Registered U.S. Trademarks Held by The Faxon Company, Inc.

<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
DataLinx	1,365,999	15/10/85
EASI	1,826,824	15/03/94
Faxon	1,359,618	10/09/85
Faxon (stylised letters)	1,359,619	10/09/85
InfoServ	1,376,205	17/12/85
LINX	1,367,114	22/10/85
MicroLinx	1,400,965	15/07/86
Sc-10	1,965,994	15/10/85
Faxon Source (Words Only)	2,104,829	14/10/97
Faxon Source (stylised)	2,104,830	14/10/97
PubLinx	1403441	29/07/86
Faxon Finder	1,839,715	14/06/94
Faxon Research Services, Inc.	1,853,905	13/09/94

2. Registered UK Trademarks Held by The Faxon Company, Inc.

<u>Holder</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
The Faxon Company, Inc.	Faxon (stylised)	GB1420524	19/04/91

3. Registered Taiwan Trademarks Held by The Faxon Company, Inc.

<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Faxon	94609	01/11/97
Faxon (and Design)	94608	16/10/96
Faxon (in Chinese characters)	84895	16/09/96
Faxon Finder	732101	16/10/96
Faxon logo	50123	16/02/91

4. Registered South Korea Trademarks Held by The Faxon Company, Inc.

<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Faxon (and Design)	14768	23/08/91

5. Registered Singapore Trademarks Held by The Faxon Company, Inc.

<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Faxon (and Design)	2797/90	19/04/90

6. Registered France Trademarks Held by The Faxon Company, Inc.

<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Interpresse Service (I.P.S.)	657216	03/08/83
Faxon (and Design)	1,588,672	20/04/90

Schedule II-1

CTDOCS:1430530.4

7. Registered Canada Trademarks Held by The Faxon Company, Inc.

Serials Management Systems
Internedia
Bibliodata
Bibliorama
Periodica
Periodica Audio
Periodica Video
Faxon (and Design)

TMA391638

13/12/91

8. Registered Benelux Trademarks Held by The Faxon Company, Inc.

<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Faxon (and Design)	476148	05/11/90

RoweCom Inc.

Trademarks

1. Registered Trademarks Owned by RoweCom

<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
R RoweCom (and Design)	2,139,000	27/01/98
RoweCom	2,124,141	23/12/97
Subscribe	2,124,143	23/12/97

2. RoweCom Trademarks Pending

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
Klibrary	75/714,383	26/05/99
Knowledge For Your Business Need (Allowed)	75/568,219	13/10/98
Knowledge Acquisition Manager (Allowed)	75/393,117	30/07/97
Kstore (Opposed by Jstore) (Published)	75/555,944	21/09/98
Kworld (Allowed)	75/529,685	03/08/98
Knowledge World (Allowed)	75/515,370	08/07/98
RoweCom (and Design) (Allowed)	75/568,558	13/10/98
Websubscribe	75/333,141	30/07/97

Schedule II-2

CTDQC(S:1430550.4

Dawson Information Quest

1. Dawson Information Quest Trademarks Pending

Mark

Application No.

Filing Date

The License Depot (Words Only) 75/622419

19/01/99

No trademarks are held by McGregor Subscription Service, Inc., Corporate Subscription Services Inc., Turner Subscription Agency, Inc., or Dawson, Inc.

Schedule II-3

CTDOC3:14303504

Schedule III: Copyrights

The Faxon Company, Inc.

A. Registered copyrights

<u>Holder</u>	<u>Registration No.</u>	<u>Date Registered</u>
The Faxon Company, Inc.	PA604330	23/12/92
The Faxon Company, Inc.	Txu579343	16/04/93
The Faxon Company	TX678661	17/09/93
F.W. Faxon Company, Inc.	TX669116	15/04/81
F.W. Faxon Company, Inc.	TX574871	03/11/80
F.W. Faxon Company, Inc.	TX351111	20/08/79
F.W. Faxon Company, Inc.	TX178469	23/01/79
F.W. Faxon Company, Inc.	TX24666	14/04/78
F.W. Faxon Company, Inc.	TX23640	11/04/78
F.W. Faxon Company, Inc.	TX743123	23/06/81
F.W. Faxon Company, Inc.	TX843514	04/02/82
F.W. Faxon Company, Inc.	TX666602	25/03/81
F.W. Faxon Company, Inc.	TX675817	06/04/81
F.W. Faxon Company, Inc.	TX675818	17/03/81
F.W. Faxon Company, Inc.	TX511149	13/05/80
F.W. Faxon Company, Inc.	TX437206	18/03/80
F.W. Faxon Company, Inc.	TX98366	04/11/81
F.W. Faxon Company, Inc.	TX654705	23/02/81
F.W. Faxon Company, Inc.	TX710473	10/06/81
F.W. Faxon Company, Inc.	TX510481	01/07/80
F.W. Faxon Company, Inc.	TX546662	27/08/80
F.W. Faxon Company, Inc.	TX589016	20/11/80
F.W. Faxon Company, Inc.	TX475148	12/03/80
F.W. Faxon Company, Inc.	TX290776	09/07/79
F.W. Faxon Company, Inc.	TX317026	29/08/79
F.W. Faxon Company, Inc.	TX260315	01/06/79
F.W. Faxon Company, Inc.	TX74147	10/07/78
F.W. Faxon Company, Inc.	TX74146	13/06/78
F.W. Faxon Company, Inc.	TX105572	15/09/78
F.W. Faxon Company, Inc.	TX201639	22/01/79
F.W. Faxon Company, Inc.	TX16003	17/03/78
F.W. Faxon Company, Inc.	TX82253	04/08/78
F.W. Faxon Company, Inc.	TX130804	25/08/78
F.W. Faxon Company, Inc.	TX145011	07/11/78
F.W. Faxon Company, Inc.	TX49387	31/03/78
F.W. Faxon Company, Inc.	TX25298	27/02/78
F.W. Faxon Company, Inc.	TX758060	08/09/81
F.W. Faxon Company, Inc.	TX273624	14/02/79
Faxon Research Services, Inc.	TX3678661	17/09/93

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Schedule III-1

CTDOCS:14305504

Schedule IV: License Agreements

None

Schedule IV-1

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