

01-30-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼

101965547

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 1-10-02
Commonwealth Business Media, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Fleet National Bank
Internal Address: _____
Address: _____
Street Address: 100 Federal Street
City: Boston State: MA Zip: 02110
 Individual(s) citizenship _____
 Association National Bank 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: November 16, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76066036
76064574
76086302
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
838975 1037125
1518220
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jean M. Maxwell
Trademark Legal Assistant Coord.
Internal Address: Palmer & Dodge LLP

Street Address: 111 Huntington Avenue

City: Boston State: MA Zip: 02199-7613

6. Total number of applications and registrations involved: 46
7. Total fee (37 CFR 3.41).....\$ 1165.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Jean M. Maxwell Jean M. Maxwell January 10, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 66

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CONTINUATION OF ITEM #1 – CONVEYING PARTIES

CBM HOLDINGS, INC., a Delaware Corporation

INTERMODAL PUBLISHING COMPANY, LTD, a New York Corporation

R.E.R. PUBLISHING CORPORATION, a New York Corporation

CBM CANADA HOLDINGS, INC., a Delaware Corporation

CBM JOC, INC., a Delaware Corporation

CANADIAN SAILINGS, INC., a Canada Corporation

SAILINGS ACQUISITION ULC, a Nova Scotia unlimited liability company

CBM MARQUIS, INC., a Delaware Corporation

CONTINUATION OF ITEM #4

A. Trademark Appl. No.

GLOBAL TRANSPORT ANALYZER

76305450

GTA

76305451

JOC WEEK

76086303

JOURNAL OF COMMERCE ONLINE

76064568

JOURNAL OF COMMERCE ONLINE

76065447

JOURNAL OF COMMERCE ONLINE

76064569

CONTINUATION OF ITEM #4**B.Trademark Reg. No.**

CUSTOM HOUSE GUIDE (STYLIZED)	1018818
DESIGNSOURCE	1406721
MCD (Stylized)	1495083
NORTH AMERICAN TRADE GUIDE	1838494
OFFICIAL EXPORT GUIDE	1679383
OFFICIAL EXPORT GUIDE (STYLIZED)	1363884
PACIFIC SHIPPER	2135515
RAILWAY LINE CLEARANCES	756910
THE FORWARDERS LIST	1873834
THE OFFICIAL GUIDE	754649
THE OFFICIAL INTERMODAL EQUIPMENT REGISTER & DESIGN	1057576
THE OFFICIAL RAILWAY EQUIPMENT REGISTER (STYLIZED)	225187
THE OFFICIAL INTERMODAL EQUIPMENT REGISTER	1057578
THE OFFICIAL RAILWAY EQUIPMENT REGISTER & DESIGN 02	756912
THE OFFICIAL RAILWAY GUIDE & DESIGN	1027938

CONTINUATION OF ITEM #4**B.Trademark Reg. No.**

THE OFFICIAL RAILWAY GUIDE (STYLIZED LETTERS)	1001535
THE POCKET LIST OF RAILROAD OFFICIALS & DESIGN	1636879
THE POCKET LIST OF RAILROAD OFFICIALS (STYLIZED)	54856
MUSICAL AMERICA	816131
* AIR CARGO WORLD	1403122
GLOBAL COMMERCE	2062393
GULFSHIPPER MAGAZINE Plus Design	1921973
**PIERS PORT IMPORT/EXPORT REPORTING SERVICE Plus Design	1320689
**PIERS PORT IMPORT/EXPORT REPORTING SERVICE Plus Design	1278273
SHIPS SHIPPING INFORMATION PRIORITY SYSTEM Plus Design	1997272
SHIPS	2063042
THE FLORIDA SHIPPER	2395174
THE JOURNAL OF COMMERCE	1927514
TRADE OPPORTUNITIES	2026207
TRAFFIC WORLD	2397966
TRANSP0	2406130
COMPILER III DATA	1783713
EZ-CODE	1800514
SHIPPING DIGEST	1114505

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

Dated as of November 16, 2001

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is dated as of November 16, 2001, by and among **COMMONWEALTH BUSINESS MEDIA, INC.**, a Delaware corporation (the "Borrower") and the other undersigned pledgors (collectively with the Borrower, the "Pledgors"), in favor of **FLEET NATIONAL BANK**, as administrative agent for itself and the other Lenders under the Credit Agreement described below, having an office at 100 Federal Street, Boston, Massachusetts 02110 (the "Administrative Agent"). The Administrative Agent and the Lenders are herein collectively referred to from time to time as the "Secured Parties."

RECITALS

A. Pursuant to that certain Credit Agreement dated as of the date hereof (as amended or otherwise modified from time to time in accordance with the terms thereof and in effect, the "Credit Agreement") by and among the Borrower, the Guarantors party thereto (the "Guarantors," and collectively with the Borrower, the "Credit Parties"), the Lenders party thereto and the Administrative Agent, the Lenders agreed to make certain Loans (as defined in the Credit Agreement) to the Borrower and to issue Letters of Credit (as defined in the Credit Agreement) for the account of the Borrower. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

B. Each Pledgor is the owner of the Pledged Collateral (as defined herein) which on the schedules attached hereto is designated as being owned by such Pledgor.

C. It is a condition precedent to the Lenders' obligations to make the Loans and issue the Letters of Credit that the Pledgors shall execute and deliver the applicable Loan Documents, including this Agreement.

D. This Agreement is given by the Pledgors in favor of the Administrative Agent for the benefit of the Secured Parties to secure the payment and performance of all of the Secured Obligations (as defined in Section 2).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors and the Administrative Agent hereby agree as follows:

1. Pledge. Each Pledgor hereby pledges and grants to the Administrative Agent for itself and for the benefit of the other Secured Parties a continuing security interest in all of such Pledgor's right, title and interest, whether now existing or hereafter acquired, in and to the following property (collectively, the "Pledged Collateral") to secure all of the Secured Obligations:

(a) Patents issued or assigned to and all patent applications made by such Pledgor and all exclusive and nonexclusive licenses to such Pledgor from third parties or rights to use patents owned by such third parties, including, without limitation, the patents, patent applications and licenses listed on Schedule A hereto, along with any and all (1) inventions and improvements described and claimed therein, (2) reissues, divisions, continuations, extensions and continuations-in-part thereof, (3) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (4) rights to sue for past, present and future infringements thereof, and (5) any other rights corresponding thereto throughout the world (collectively, "Patents") but excluding licensed Patents which by their terms expressly prohibit assignment;

(b) Trademarks (including service marks), federal and state trademark registrations and applications made by such Pledgor (other than Federal Intent To Use Applications prior to the filing of a verified Statement of Use under 15 U.S.C. §1051(d)), common law trademarks and trade names owned by or assigned to such Pledgor, all registrations and applications for the foregoing and all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties, including, without limitation, the registrations, applications, unregistered trademarks, service marks and licenses listed on Schedule B hereto, along with any and all (1) renewals thereof, (2) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, "Trademarks") but excluding licensed Trademarks which by their terms expressly prohibit assignment;

(c) Copyrights, whether statutory or common law, owned by or assigned to such Pledgor, and all exclusive and nonexclusive licenses to such Pledgor from third parties or rights to use copyrights owned by such third parties, including, without limitation, the registrations, applications and exclusive licenses listed on Schedule C hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign copyrights and any other rights corresponding thereto throughout the world (collectively, "Copyrights") but excluding licensed Copyrights which by their terms expressly prohibit assignment;

(d) Websites (including without limitation, all content, HTML documents, audiovisual material, software, data, copyrights, trademarks, patents and trade secrets relating to such websites) and domain names owned by or assigned to such Pledgor and all exclusive and nonexclusive licenses to such Pledgor from third parties or rights to use websites or domain names owned by such third parties, including, without limitation, the registrations, applications and exclusive licenses listed on Schedule D hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (3) rights to sue for past, present and future

infringements thereof, and (4) any other rights corresponding thereto throughout the world (collectively, "Websites and Domain Names");

(e) The entire goodwill of such Pledgor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, domain names, methods, procedures and formulae) connected with the use of and symbolized by Trademarks of such Pledgor; and

(f) All Proceeds (as defined under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "UCC") or other relevant law) of any of the foregoing, and in any event including, without limitation, any and all (1) proceeds of any insurance, indemnity, warranty or guaranty payable to the Administrative Agent or to such Pledgor from time to time with respect to any of the Pledged Collateral, (2) payments (in any form whatsoever) made or due and payable to such Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any Governmental Authority (or any person acting on behalf of a Governmental Authority), (3) instruments representing amounts receivable in respect of any Patents, Trademarks or Copyrights, (4) products of the Pledged Collateral and (5) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

2. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of the Pledgors (herein called the "Secured Obligations"):

(a) Principal of and premium, if any, and interest on the Loans; and

(b) Any and all other obligations of any of the Credit Parties or Subsidiaries to the Secured Parties under the Credit Agreement or any Loan Document or under any agreement or instrument relating thereto, all as amended from time to time, including without limitation any Hedging Agreements entered into in connection with the Credit Agreement or any Loan Documents.

3. No Release. Nothing set forth in this Agreement shall relieve the Pledgors from the performance of any term, covenant, condition or agreement on the Pledgors' part to be performed or observed under or in respect of any of the Pledged Collateral or from any liability to any Person under or in respect of any of the Pledged Collateral or impose any obligation on the Administrative Agent or any other Secured Party to perform or observe any such term, covenant, condition or agreement on the Pledgors' part to be so performed or observed or impose any liability on the Administrative Agent or any other Secured Party for any act or omission on the part of the Pledgors relating thereto or for any breach of any representation or warranty on the part of the Pledgors contained in this Agreement or any other Loan Document or under or in respect of the Pledged Collateral or made in connection herewith or therewith. The obligations of the Pledgors contained in this Section 3 shall survive the termination of this Agreement and the discharge of the Pledgors' other obligations hereunder and under the other Loan Documents.

4. Supplements; Further Assurances. Each Pledgor (1) agrees that it will join with the Administrative Agent in executing and, at its own expense, will file and refile, or permit the

Administrative Agent to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this Agreement and licenses to use software and other property protected by copyright), in such offices (including, without limitation, the United States Patent and Trademark Office, appropriate state trademark offices and the United States Copyright Office), as the Administrative Agent may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to the Administrative Agent for the benefit of the Secured Parties hereunder, and (2) hereby authorizes the Administrative Agent to file financing statements and amendments, relative to all or any part thereof, without the signature of such Pledgor where permitted by law and agrees to do such further acts and things, and to execute and deliver to the Administrative Agent such additional assignments, agreements, powers and instruments, as the Administrative Agent may require to carry into effect the purposes of this Agreement or better to assure and confirm unto the Administrative Agent its respective rights, powers and remedies hereunder. Each Pledgor shall, upon the request of the Administrative Agent, and hereby authorizes the Administrative Agent to, take any and all such actions as may be deemed necessary by the Administrative Agent to perfect and preserve the rights and interests granted to the Administrative Agent for the benefit of the Secured Parties with respect to the Pledged Collateral wherever located. All of the foregoing shall be at the sole cost and expense of the Pledgors.

5. Representations and Warranties of the Pledgors. Each Pledgor hereby represents and warrants to the Secured Parties as follows:

(a) Each Pledgor is, and, as to Pledged Collateral acquired by it from time to time after the date hereof, such Pledgor will be, except as indicated on the schedules attached hereto, the sole and exclusive owner or, as applicable, licensee of all Pledged Collateral which on the schedules attached hereto is designated as being owned or licensed by such Pledgor. The pledge and security interest created by this Agreement shall not at any time be subject to any prior lien, pledge, security interest, encumbrance, license, assignment, collateral assignment or charge of any kind, including, without limitation, any filing or agreement to file a financing statement as debtor under the UCC or any similar statute or any subordination arrangement in favor of any party other than the Pledgors (collectively, "Liens"), except for those Liens set forth on Schedule E hereto and except as expressly permitted hereunder and under the Credit Agreement (collectively, "Prior Liens"). Each Pledgor further represents and warrants to the Administrative Agent that Schedules A, B, C and D hereto, respectively, are true, correct and complete lists as of the date hereof of all Patents, Trademarks, Copyrights, Websites and Domain Names owned by the Pledgors and that Schedules E, F and G hereto are true and correct with respect to the matters set forth therein as of the date hereof.

(b) Each Pledgor has full corporate power, authority and legal right to pledge and grant a security interest in the respective Pledged Collateral in accordance with the terms of this Agreement and this Agreement has been duly and validly executed and delivered by such Pledgor, constitutes the legal, valid and binding obligation of such Pledgor, enforceable against such Pledgor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(c) Except as set forth on Schedule F hereto and except for filings with the Patent and Trademark Office, under the UCC and under applicable foreign law, no authorization, consent, approval, license, qualification or formal exemption from, nor any filing, declaration or registration with, any court (other than in connection with the exercise of judicial remedies), governmental agency or regulatory authority, or with any securities exchange or any other Person is required in connection with (1) the pledge by the Pledgors of the Pledged Collateral pursuant to this Agreement, or the execution, delivery or performance by the Pledgors of this Agreement, (2) the grant of a security interest (including the priority thereof when the appropriate filings have been made and accepted) in, the Pledged Collateral by the Pledgors in the manner and for the purpose contemplated by this Agreement or (3) the exercise of the rights and remedies of the Administrative Agent created hereby.

(d) Each Pledgor has made and will continue to make all necessary filings and recordations from time to time and use appropriate statutory notice to protect its interests in the Pledged Collateral, including, without limitation, registration of its Websites and Domain Names with the appropriate domain name registrars and the appropriate recordations of its interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices wherever it does business using such Patents and Trademarks throughout the world and its claims to Copyrights in the United States Copyright Office, in each case including licenses and as otherwise requested from time to time by the Administrative Agent, but in any event all in a manner consistent with prudent and commercially reasonable business practices.

(e) The Pledgors are the sole and exclusive owners of the websites and domain names listed on Schedule D and have registered such domain names with Network Solutions, Inc. or the applicable authority which provides for the exclusive use by the Pledgors of such domain names. The websites do not contain any material, the publication of which may result in (a) the violation of rights of any person or (b) a right of any person against the publisher or distributor of such material.

(f) The domain name servers used in connection with the Pledgors' domain names are set forth on Schedule D hereto. Such domain name servers are controlled by the companies set forth on Schedule D hereto and located at the locations set forth on Schedule D hereto. No Pledgor will change such domain name servers without 30 days' prior notice to the Administrative Agent, provided, however, that the locations of such domain name servers shall not be changed.

(g) The administrative contacts at Network Solutions Inc. used in connection with the registration of the Pledgors' domain names are set forth on Schedule VI hereto. No Pledgor will cause a change in the identity of such administrative contacts without 30 days' prior notice to the Administrative Agent.

(h) Each Pledgor owns or has rights to use all the Pledged Collateral and all rights with respect to any of the foregoing used in, necessary for or material to such Pledgor's

business as currently conducted and as contemplated to be conducted pursuant to the Loan Documents. The use of such Pledged Collateral and all rights with respect to the foregoing by such Pledgor does not infringe on the rights of any Person and, (ii) except as set forth on Schedule G attached hereto, no material claim has been made and remains outstanding that such Pledgor's use of the Pledged Collateral does or may violate the rights of any third person.

(i) Upon filings and the acceptance thereof in the appropriate offices under the UCC and in the United States Patent and Trademark Office and the United States Copyright Office, this Agreement will create a valid and duly perfected lien and security interest in the United States in the Pledged Collateral, subject to no Liens other than Prior Liens.

6. Covenants.

(a) On a continuing basis, each Pledgor will, at the expense of the Pledgors, subject to any Prior Liens, make, execute, acknowledge and deliver, and file and record in the proper filing and recording offices, all such instruments or documents, including, without limitation, appropriate financing and continuation statements, licenses and collateral agreements, and take all such action (limited, as aforesaid, if applicable) as may reasonably be deemed necessary by the Administrative Agent (1) to carry out the intent and purposes of this Agreement, (2) to assure and confirm to the Administrative Agent the grant or perfection of a security interest in the Pledged Collateral for the benefit of the Secured Parties, and (3) during the continuation of an Event of Default, to enable the Administrative Agent and the Secured Parties to exercise and enforce their rights and remedies hereunder with respect to any Pledged Collateral. Without limiting the generality of the foregoing, each Pledgor agrees that it:

(A) will not enter into any agreement that would materially impair or conflict with such Pledgor's obligations hereunder;

(B) will, from time to time, upon the Administrative Agent's reasonable request, cause its books and records to be marked with such legends or segregated in such manner as the Administrative Agent may specify and take or cause to be taken such other commercially reasonable action and adopt such commercially reasonable procedures as the Administrative Agent may specify to give notice or to perfect the security interest in the Pledged Collateral intended to be conveyed hereby;

(C) will, promptly following its becoming aware thereof, notify the Administrative Agent of

(i) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to such Pledgor's business; or

(ii) any written claim received, the institution of any proceeding or any materially adverse determination in any federal, state, local or foreign court or administrative bodies regarding such Pledgor's claim of ownership in or right to use any of the Pledged Collateral, its right to register the

Pledged Collateral, or its right to keep and maintain such registration in full force and effect;

(D) will properly maintain and protect the Pledged Collateral to the extent necessary or appropriate for the conduct of such Pledgor's business (as presently conducted and as contemplated by the Loan Documents) and consistent with such Pledgor's current practice in accordance with applicable statutory requirements;

(E) will not grant or permit to exist any Lien upon or with respect to the Pledged Collateral or any portion thereof except Liens in favor of the Administrative Agent for itself and the other Secured Parties or as permitted under this Agreement or the Credit Agreement, and will not execute any security agreement or financing statement covering any of the Pledged Collateral except in the name of the Administrative Agent for itself and the other Secured Parties or as permitted under this Agreement or the Credit Agreement;

(F) except as otherwise permitted by the Credit Agreement, will not permit to lapse or become abandoned, settle or compromise any pending or future litigation or administrative proceeding with respect to the Pledged Collateral without the consent of the Secured Parties, or contract for sale or otherwise dispose of the Pledged Collateral or any portion thereof except pursuant to Section 7 hereof;

(G) will, upon obtaining knowledge thereof, promptly notify the Administrative Agent in writing of any event which may reasonably be expected to materially adversely affect the value or utility of any material portion of the Pledged Collateral or the ability of the Pledgors or the Administrative Agent to dispose of the Pledged Collateral or any portion thereof or the rights and remedies of the Administrative Agent or the Secured Parties in relation thereto including, without limitation, a levy or threat of levy or any legal process against the Pledged Collateral or any portion thereof;

(H) until the Administrative Agent exercises its rights to make collection, will diligently keep adequate records respecting the Pledged Collateral;

(I) subject to the first sentence of this Section 6(a), hereby authorizes the Administrative Agent, in its sole discretion, to file one or more financing or continuation statements and amendments thereto, relative to all or any part of the Pledged Collateral without the signature of such Pledgor where permitted by law (including any carbon, photographic or other reproduction of a pledge agreement or financing statement, which shall be sufficient as a financing statement under this Agreement to the extent permitted by law);

(J) will furnish to the Administrative Agent from time to time statements and amended schedules further identifying and describing the Pledged Collateral and such other materials evidencing or reports pertaining to the Pledged Collateral as the Administrative Agent may from time to time reasonably request, all in reasonable detail;

(K) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, license fees and similar taxes or impositions payable in respect of the Pledged Collateral, that, if not paid, could result in a Material Adverse Effect (as defined in the Credit Agreement), before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Pledgor has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect; and

(L) will comply in all material respects with all laws, rules and regulations applicable to the Pledged Collateral.

(M) will deposit with the Administrative Agent, at such times as the Administrative Agent shall reasonably request, a source code copy of all proprietary software owned by Pledgor as the Administrative Agent shall request which is material to the operation of Pledgor's business and such source code copy shall be of the most current version of such software and shall include all modifications and enhancements thereto and shall be annotated so as to be easily understood by a software technician of reasonable proficiency.

(b) If, before all Secured Obligations shall have been paid and satisfied in full in cash (other than obligations of the Credit Parties to reimburse or indemnify the Administrative Agent or the Lenders for claims, costs, fees or expenses which have not yet arisen) and the obligations of the Lenders to make additional Loans or issue Letters of Credit under the Credit Agreement shall have terminated or expired, any Pledgor shall: (1) obtain any rights to any additional Pledged Collateral or (2) become entitled to the benefit of any additional Pledged Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Patent, or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and any item enumerated in clause 6(b)(1) or clause 6(b)(2) with respect to such Pledgor shall automatically constitute Pledged Collateral if such would have constituted Pledged Collateral at the time of execution of this Agreement, and be subject to the assignment, Lien and security interest created by this Agreement without further action by any party. The Pledgors shall promptly provide to the Administrative Agent written notice of any of the foregoing. The Pledgors shall, at least once in each calendar quarter, provide written notice to the Administrative Agent of all applications for Patents and all applications for registration of Trademarks, Copyrights or Websites and Domain Names, to the extent such applications exist, made during the preceding calendar quarter. Each Pledgor agrees, promptly following the written request by the Administrative Agent, to confirm the attachment of the lien and security interest created by this Agreement to any rights described in clause 6(b)(1) or clause 6(b)(2) above if such would have constituted Pledged Collateral at the time of execution of this Agreement by execution of an instrument in form acceptable to the Administrative Agent.

(c) Each Pledgor authorizes the Administrative Agent to modify this Agreement by amending Schedules A, B, C and/or D annexed hereto to include any future Pledged Collateral of such Pledgor, including, without limitation, any of the items listed in Section 6(b).

(d) Each Pledgor shall file and prosecute diligently all applications for Patents, Trademarks or Copyrights now or hereafter pending that would be necessary to the businesses of such Pledgor to which any such applications pertain, and to do all acts necessary to preserve and maintain all rights in the Pledged Collateral unless such Pledged Collateral has become obsolete to such Pledgor's business, as reasonably determined by such Pledgor consistent with prudent and commercially reasonable business practices. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Pledgors. Except in accordance with prudent and commercially reasonable business practices, the Pledgors shall not abandon any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright without the consent of the Administrative Agent.

7. Transfers. The Pledgors will not sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral except for licensing in the ordinary course of business and such other transactions as may be permitted under the Credit Agreement.

8. Remedies upon Default.

(a) If any Event of Default shall have occurred and be continuing, such Event of Default not having been previously waived, remedied or cured, the Administrative Agent may to the full extent permitted by law or contract: (1) exercise any and all rights on a nonexclusive basis throughout the world irrevocably and perpetually as if it were the beneficial and legal owner or licensee, as the case may be, of the Pledged Collateral, including, without limitation, perfecting assignment of any and all contractual rights and powers with respect to the Pledged Collateral to the extent permitted by such Pledged Collateral and (2) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use any or all of the Pledged Collateral (in the case of Trademarks, along with the goodwill associated therewith, and in the case of Trademark licenses, subject to the quality control provisions in the original license) or any part thereof, in each case, free of all rights and claims of the Pledgors therein and thereto. In accordance with such rights, the Administrative Agent shall have (A) the right to cause any or all of the Pledged Collateral to be transferred of record into the name of the Administrative Agent or its nominee and (B) the right to impose (i) such limitations and restrictions on the sale or assignment of the Pledged Collateral as the Secured Parties may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to the sale or assignment, and (ii) any necessary or appropriate requirements for any required governmental approvals or consents.

(b) Except as provided in this Section 8 and other express notice provisions of the Loan Documents, each Pledgor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Secured Parties of any of their rights and remedies hereunder.

(c) Each Pledgor agrees that, to the extent notice of sale shall be required by law, ten (10) days' notice from the Administrative Agent of the time and place of any public sale or of the time after which a private sale or other intended disposition is to take place shall be commercially reasonable notification of such matters. In addition to the rights and remedies

provided in this Agreement and in the other Loan Documents, each of the Secured Parties shall have all the rights and remedies of a secured party under the UCC.

(d) Except as otherwise provided herein, each Pledgor hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with the Administrative Agent's taking possession or the Administrative Agent's disposition of any of the Pledged Collateral, including, without limitation, any and all prior notice and rights to a hearing for any prejudgment remedy or remedies and any such right which such Pledgor would otherwise have under law, and such Pledgor hereby further waives to the extent permitted by applicable law: (1) all damages occasioned by any such taking of possession (except those directly resulting from gross negligence or willful misconduct on the part of the Secured Parties); (2) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Secured Parties' rights hereunder; and (3) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. Any sale of, or the grant of options to purchase, or any other realization upon, any Pledged Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the Pledgors therein and thereto, and shall be a perpetual bar both at law and in equity against the Pledgors and against any and all Persons claiming or attempting to claim the Pledged Collateral so sold, optioned or realized upon, or any part thereof, from, through or under the Pledgors.

9. Application of Proceeds. The proceeds of any Pledged Collateral obtained pursuant to the exercise of any remedy set forth in Section 8 shall be applied as set forth in the Credit Agreement.

10. Expenses. The Pledgors will pay on demand all expenses of the Administrative Agent and the Secured Parties in connection with the preparation, waiver or amendment of this Agreement or other Loan Documents executed in connection therewith, or the administration, default or collection of the Revolving Credit and Term Loans or administration, default or collection in connection with the Administrative Agent's exercise, preservation or enforcement of any of its rights, remedies or options thereunder, including, without limitation, reasonable fees and disbursements of outside legal counsel or accounting, consulting, brokerage or other similar professional fees or expenses, and any fees or expenses associated with any travel or other costs relating to any appraisals or examinations conducted in connection with the Secured Obligations or any Pledged Collateral therefor, and the amount of all such expenses shall, until paid, bear interest at the rate applicable to principal under the Credit Agreement (including any default rate).

11. No Waiver; Cumulative Remedies.

(a) No failure on the part of the Administrative Agent or the Secured Parties to exercise, no course of dealing with respect to, and no delay on the part of the Administrative Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

(b) In the event the Administrative Agent shall have instituted any proceeding to enforce any right, power or remedy under this instrument by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Administrative Agent, then and in every such case, the Pledgors and the Administrative Agent shall, to the extent permitted by applicable law, be restored to their respective former positions and rights hereunder with respect to the Pledged Collateral, and all rights, remedies and powers of the Administrative Agent shall continue as if no such proceeding had been instituted.

12. The Administrative Agent May Perform; the Administrative Agent Appointed Attorney-in-Fact. If any Pledgor shall fail to do any act or thing that it has covenanted to do hereunder or any warranty on the part of any Pledgor contained herein shall be breached, the Administrative Agent may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose. Any and all amounts so expended by the Administrative Agent shall be paid by the Pledgors promptly upon demand therefor, with interest at the highest rate then in effect under the Credit Agreement during the period from and including the date on which such funds were so expended to the date of repayment. The Pledgors' obligations under this Section 12 shall survive the termination of this Agreement and the discharge of the Pledgors' other obligations hereunder. Each Pledgor hereby appoints the Administrative Agent its attorney-in-fact with an interest, with full authority in the place and stead of such Pledgor and in the name of such Pledgor, or otherwise, from time to time in the Administrative Agent's reasonable discretion to take any action and to execute any instruments consistent with the terms of this Agreement and the other Loan Documents which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term of this Agreement.

13. Indemnity. Each Pledgor agrees to indemnify, reimburse and hold the Administrative Agent and its successors, assigns, employees, agents and servants (collectively, "Indemnitees") harmless from and against any and all liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments and any and all costs and expenses (including, without limitation, attorneys' fees and expenses and the allocated costs of internal counsel) of whatsoever kind and nature imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Agreement or the other Loan Documents or in any other way connected with the administration of the transactions contemplated hereby or the enforcement of any of the terms hereof, or the preservation of any rights hereunder, or in any way relating to or arising out of the manufacture, processing, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition, or use of the Pledged Collateral (including, without limitation, latent or other defects, whether or not discoverable), any claim for patent, trademark, trade secret or copyright infringement, the violation of the laws of any country, state or other governmental body or unit, any tort (including, without limitation, claims arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any Person (including any Indemnitee)), or property damage, or contract claim; provided that such Pledgor shall have no obligation to an Indemnitee hereunder to the extent it is finally judicially determined that such indemnified liabilities arise solely from the gross negligence or willful misconduct of that Indemnitee. Upon written notice by any Indemnitee of the assertion of such a liability, obligation, damage, injury,

penalty, claim, demand, action, judgment or suit, such Pledgor shall assume full responsibility for the defense thereof. If any action, suit or proceeding arising from any of the foregoing is brought against any Indemnitee, such Pledgor shall, if requested by such Indemnitee, resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel reasonably satisfactory to such Indemnitee. Each Indemnitee shall, unless any other Indemnitee has made the request described in the preceding sentence and such request has been complied with, have the right to employ its own counsel (or internal counsel) to investigate and control the defense of any matter covered by the indemnity set forth in this Section 13 and the fees and expenses of such counsel shall be paid by the Pledgors; provided that, only to the extent that no conflict exists between or among the Indemnitees as reasonably determined by the Indemnitees, the Pledgors shall not be obligated to pay the fees and expenses of more than one counsel for all Indemnitees as a group with respect to any such matter, action, suit or proceeding.

14. Litigation.

(a) Each Pledgor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such applications for protection of the Pledged Collateral, suits, proceedings or other actions for infringement, counterfeiting, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Pledged Collateral. Each Pledgor shall promptly notify the Administrative Agent in writing as to the commencement and prosecution of any such actions, or threat thereof relating to the Pledged Collateral and shall provide to the Administrative Agent such information with respect thereto as may be reasonably requested. The Administrative Agent shall provide all reasonable and necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party.

(b) Upon the occurrence and during the continuation of an Event of Default, such Event of Default not having been previously waived, remedied or cured, the Administrative Agent shall have the right but shall in no way be obligated to file applications for protection of the Pledged Collateral and/or bring suit in the name of the Pledgors, the Administrative Agent or the Secured Parties to enforce the Pledged Collateral and any license thereunder; in the event of such suit, the Pledgors shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all documents required by the Administrative Agent in aid of such enforcement and the Pledgors shall promptly, upon demand, reimburse and indemnify the Administrative Agent, as the case may be, for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 14. In the event that the Administrative Agent shall elect not to bring suit to enforce the Pledged Collateral, the Pledgors agree to use all measures, whether by action, suit, proceeding or otherwise, to prevent the infringement, counterfeiting or other diminution in value of any of the Pledged Collateral by others and for that purpose agree to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement as is necessary to protect the Pledged Collateral and the Administrative Agent shall provide, at the Pledgors' expense, all necessary and reasonable assistance to the Pledgors to maintain such action.

15. Modifications in Writing. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure by the Pledgors therefrom, shall be effective unless the same shall be in writing and signed by the Administrative Agent and, except in the case of any such termination, waiver or consent, by each Pledgor. Any amendment, modification or supplement of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by the Pledgors from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement or any other Loan Document, no notice to or demand on the Pledgors in any case shall entitle the Pledgors to any other or further notice or demand in similar or other circumstances.

16. Termination; Release. When all the Secured Obligations have been paid in full (except obligations of the Credit Parties to reimburse or indemnify the Administrative Agent or the Lenders for claims, costs, fees or expenses which have not yet arisen) and the Revolving Credit Commitments of the Lenders to make any Loan under the Credit Agreement have terminated or expired and no Letters of Credit remain outstanding, this Agreement shall terminate. Upon termination of this Agreement or any release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Administrative Agent shall, upon the request and at the expense of the Pledgors, forthwith assign, transfer and deliver to the Pledgors against receipt and without recourse to or warranty by the Administrative Agent, such of the Pledged Collateral to be released (in the case of a release) as may be in the possession of the Administrative Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, on the order of and at the expense of the Pledgors, and proper instruments (including UCC termination statements on Form UCC-3 and documents suitable for recordation in the United States Patent and Trademark Office, the United States Copyright Office or similar domestic or foreign authority) acknowledging the termination of this Agreement or the release of such Pledged Collateral, as the case may be.

17. Reinstatement. Notwithstanding the provisions of Section 16, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Administrative Agent in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Pledgor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, any Pledgor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

18. Credit Agreement. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Administrative Agent. In the event that any provision of this Agreement is in conflict with the terms of the Credit Agreement, the Credit Agreement shall control. Unless the context shall otherwise clearly indicate, the terms "Secured Party" and "Secured Parties" as used herein shall be deemed to include the Administrative Agent acting on behalf of the Secured Parties pursuant to the Credit Agreement. The term "Administrative Agent" as used herein shall include Fleet National Bank and any other Person acting as Administrative Agent for the Secured Parties pursuant to the terms of the Credit Agreement.

19. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of Section 10.1 of the Credit Agreement.

20. Continuing Security Interest; Assignment. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (a) remain in full force and effect until the payment in full in cash of all Secured Obligations (other than obligations of the Credit Parties to reimburse or indemnify the Administrative Agent or the Lenders for claims, costs, fees or expenses which have not yet arisen) and the termination or expiration of the obligations of the Lenders to make Loans and issue Letters of Credit under the Credit Agreement, (b) be binding upon each Pledgor, its successors and assigns, and (c) inure, together with the rights and remedies of the Secured Parties hereunder, to the benefit of the Administrative Agent and its successors, transferees and assigns; other than the Secured Parties, no other Persons (including, without limitation, any other creditor of the Pledgors) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause 20(c), any Secured Party may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Secured Parties, herein or otherwise, subject however, to the provisions of the Credit Agreement.

21. GOVERNING LAW; TERMS. THIS AGREEMENT, INCLUDING THE VALIDITY HEREOF AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER IN RESPECT OF ANY PARTICULAR INTELLECTUAL PROPERTY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE COMMONWEALTH OF MASSACHUSETTS.

22. CONSENT TO JURISDICTION AND SERVICE OF PROCESS; WAIVER OF JURY TRIAL. EACH PLEDGOR, TO THE EXTENT THAT IT MAY LAWFULLY DO SO, HEREBY CONSENTS TO SERVICE OF PROCESS, AND TO BE SUED, IN THE COMMONWEALTH OF MASSACHUSETTS AND CONSENTS TO THE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS AND THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ANY OF THE SECURED OBLIGATIONS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY, AND EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE AS TO VENUE IN ANY SUCH COURTS. EACH PLEDGOR FURTHER AGREES THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY OF SUCH COURTS SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED PERSONALLY OR BY CERTIFIED MAIL TO IT IN ACCORDANCE WITH PARAGRAPH 19 HEREOF OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. NOTHING IN THIS AGREEMENT SHALL

AFFECT ANY RIGHT THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING AN ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

23. Severability of Provisions. Any provision of this Agreement which 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 hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

24. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

25. Headings. The Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

26. Obligations Absolute. To the extent permitted by applicable law, all obligations of the Pledgors hereunder shall be absolute and unconditional irrespective of:

(a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition liquidation or the like of any Pledgor or any other Subsidiary of any Pledgor;

(b) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, or any other agreement or instrument relating thereto;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document, or any other agreement or instrument relating thereto;

(d) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations; or

(e) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of this Agreement or any other Loan Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 15 hereof.

27. Waiver of Single Action. Each Pledgor hereby waives to the greatest extent permitted under law the right to a discharge of any of the Secured Obligations under any statute or rule of law now or hereafter in effect which provides that the exercise of any particular right or remedy as provided for herein (by judicial proceedings or otherwise), constitutes the exclusive means for satisfaction of the Secured Obligations or which makes unavailable any further judgment or any other right or remedy provided for herein because the Administrative Agent or any other Secured Party elected to proceed with the exercise of such initial right or remedy or

because of any failure by the Administrative Agent or any other Secured Party to comply with laws that prescribe conditions to the entitlement to such subsequent judgment or the availability of such subsequent right or remedy. In the event that, notwithstanding the foregoing waiver, any court shall for any reason hold that such subsequent judgment or action is not available to the Administrative Agent or any other Secured Party, the Pledgors shall not (a) introduce in any other jurisdiction any judgment so holding as a defense to enforcement against the Pledgors of any remedy in the Credit Agreement or executed in connection with the Credit Agreement or (b) seek to have such judgment recognized or entered in any other jurisdiction, and any such judgment shall in all events be limited in application only to the state or jurisdiction where rendered and only with respect to the collateral referred to in such judgment.


28. Future Advances. This Agreement shall secure the payment of any amounts advanced from time to time pursuant to the Credit Agreement.

IN WITNESS WHEREOF, the parties have executed this Security Agreement as a sealed instrument as of the date first above written.

DEBTORS


COMMONWEALTH BUSINESS MEDIA, INC.,

a Delaware corporation

By: 
Name: Alan Glass
Title: President


CBM HOLDINGS, INC.,

a Delaware corporation

By: 
Name: Alan Glass
Title: President


INTERMODAL PUBLISHING COMPANY, LTD.,

a New York corporation


By: 
Name: Alan Glass
Title: President

R.E.R. PUBLISHING CORPORATION,


a New York corporation

By: 
Name: Alan Glass
Title: President


CBM CANADA HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Alan Glass
Title: President


CBM JOC, INC.,
a Delaware corporation

By: 
Name: Alan Glass
Title: President


CANADIAN SAILINGS, INC.,
a Canada corporation

By: 
Name: Alan Glass
Title: President

SAILINGS ACQUISITION ULC,
a Nova Scotia unlimited liability company

By: 
Name: Alan Glass
Title: President

CBM MARQUIS, INC.,
a Delaware corporation

By:  _____
Name: Alan Glass
Title: President

**FLEET NATIONAL BANK, as Administrative Agent for
itself and the other Secured Parties**

By: Stephen J. Healey
Name: Stephen J. Healey
Title: Managing Director

[Signature Page to IP Security Agreement]

PATENTS
(including exclusive and nonexclusive licenses)

None.

TRADEMARKS & SERVICE MARKS

(including registrations and applications and exclusive and nonexclusive licenses)

Trademarks

Trademark:	Serial/Reg.#	Date of App/Reg.	Country
AMERICAN MOTOR CARRIER DIRECTORY	838975	11/14/67	US
BOXDATA	1518220	12/27/88	US
CARDATA (STYLIZED)	1037125	3/30/76	US
CUSTOM HOUSE GUIDE (STYLIZED)	1018818	8/26/75	US
DESIGNSOURCE	1406721	8/26/86	US
MCD (STYLIZED)	1495083	7/5/88	US
NORTH AMERICAN TRADE GUIDE	1838494	5/31/94	US
OFFICIAL EXPORT GUIDE	1679383	3/17/92	US
OFFICIAL EXPORT GUIDE (STYLIZED)	1363884	10/1/85	US
PACIFIC SHIPPER	2135515	2/10/98	US
RAILWAY LINE CLEARANCES	756910	9/17/63	US
THE FORWARDERS LIST	1873834	1/17/95	US
THE OFFICIAL GUIDE	754649	8/13/63	US
THE OFFICIAL INTERMODAL EQUIPMENT REGISTER & DESIGN	1057576	2/1/77	US
THE OFFICIAL RAILWAY EQUIPMENT REGISTER (STYLIZED)	225187	3/15/27	US
THE OFFICIAL INTERMODAL EQUIPMENT REGISTER	1057578	2/1/77	US
THE OFFICIAL RAILWAY EQUIPMENT REGISTER & DESIGN 02	756912	9/17/63	US
THE OFFICIAL RAILWAY GUIDE & DESIGN	1027938	12/23/75	US
THE OFFICIAL RAILWAY GUIDE (STYLIZED LETTERS)	1001535	1/14/75	US
THE POCKET LIST OF RAILROAD OFFICIALS & DESIGN	1636879	3/5/91	US

THE POCKET LIST OF RAILROAD OFFICIALS (STYLIZED)	54856	7/31/06	US
MUSICAL AMERICA	816131	10/4/66	US
CANADIAN SAILINGS	280756	6/23/83	Canada

Acquired in JOC Transaction

Trademark:	Serial/Reg.#	Date of App/Reg.	Country
*AIR CARGO WORLD	1,403,122	29-Jul-1986	U.S.
GLOBAL COMMERCE	2,062,393	13-May-1997	U.S.
GLOBAL TRANSPORT ANALYZER	Application in process		U.S.
GTA	Application in process		U.S.
GULFSHIPPER MAGAZINE Plus Design	1,921,973	26-Sep-1995	U.S.
JOC WEEK	76/066,036	07-Jun-2000	U.S.
JOC WEEK (Stylized)	76/064,574	07-Jun-2000	U.S.
JOC WEEK (Stylized)	76/086,302	07-Jun-2000	U.S.
JOC WEEK	76/086,303	11-Jul-2000	U.S.
JOURNAL OF COMMERCE ONLINE	76/064,568	07-Jun-2000	U.S.
JOURNAL OF COMMERCE ONLINE	76/065,447	07-Jun-2000	U.S.
JOURNAL OF COMMERCE ONLINE	76/064,569	07-Jun-2000	U.S.
**PIERS PORT IMPORT/EXPORT REPORTING SERVICE Plus Design	1,320,689	19-Feb-1985	U.S.
**PIERS PORT IMPORT/EXPORT REPORTING SERVICE Plus Design	1,278,273	15-May-1984	U.S.
SHIPS SHIPPING INFORMATION PRIORITY SYSTEM Plus Design	1,997,272	27-Aug-1996	U.S.
SHIPS	2,063,042	20-May-1997	U.S.
THE FLORIDA SHIPPER	2,395,174	17-Oct-2000	U.S.
THE JOURNAL OF COMMERCE (Stylized)	1,927,514	17-Oct-1995	U.S.
TRADE OPPORTUNITIES	2,026,207	24-Dec-1996	U.S.
TRAFFIC WORLD	2,397,966	24-Oct-2000	U.S.
TRANSPO	2,406,130	21-Nov-2000	U.S.
COMPILER III DATA	1,783,713	20-Jul-1993	U.S.
EZ-CODE	1,800,514	26-Oct-1995	U.S.
GULFSHIPPER	994269	17-Nov-1998	Community Trademark
PIERS PORT IMPORT/EXPORT REPORTING	App.No. 820409324 (pending)	01-Dec-1997	Brazil
PIERS PORT IMPORT/EXPORT REPORTING	App.No. 820409316 (pending)	01-Dec-1997	Brazil
PIERS PORT IMPORT/EXPORT REPORTING	App.No. 820409332 (pending)	01-Dec-1997	Brazil
SHIPPING DIGEST	1,114,505	06-Mar-1979	U.S.

TRADEHUB	2134904	06-Jun-1997	U.K.
TRAFFIC WORLD	2177816	22-Sep-1998	U.K.

- * There is a spelling error in the listing of the registered owner of AIR CARGO WORLD. The "Journar of Commerce" is noted as the registered owner instead of the "Journal of Commerce."
- ** Pursuant to the terms of the Trademark Co-existence Agreement, dated as of November 6, 2000, the Seller and Lehman Brothers Inc. have agreed that their respective use of the "PIERS" mark are sufficiently distinguishable to preclude the likelihood of consumer confusions. The Lehman "PIERS" mark is for use in connection with securities brokerage services. Lehman may not use the "PIERS" mark in connection with any import or export services.

Trademarks registered since October 18, 2000

Assignment of Musical America Trademark to Commonwealth Business Media from PRIMEDIA Information Inc.	10/24/00
Official Filing of Commonwealth Business Media, Inc. trademark	12/22/00
Assignment of remaining bulk of Trademarks to Commonwealth Business Media from PRIMEDIA Information Inc.	01/29/01
Official Notice of Acceptance by the Patent & Trademark Office of the Section 8 & 15 Affidavit allowing Commonwealth Business Media, Inc. to maintain the Forwarders List of Attorneys' trademark	04/17/01
Official Notice of Acceptance by the Patent & Trademark Office of the Section 8 & 15 Affidavit allowing Commonwealth Business Media, Inc. to maintain the Pocket List of Railroad Officials' trademark	04/30/01

Material Computer Software Programs

1. Omni System (financial and database) - owned by Commonwealth Business Media, Inc.
2. Miles 33 System (page make up and composition) - licensed from Miles 33
3. Quickfill (circulation and fulfillment) - licensed from CWC Software

COPYRIGHTS

(including registrations and applications and exclusive and nonexclusive licenses)

Copyright Registrations

Title	Registration Number	Registration Date
The Pocket List of Railroad Officials	TX5-088-822	3/20/00
	TX4-054-902	10/4/99
	TX4-925-608	6/3/99
	TX4-854-295	3/8/99
	TX4-815-012	12/22/98
	TX4-747-144	8/10/98
	TX4-720-509	7/6/98
	TX4-645-063	3/2/98
	TX4-622-437	2/17/98
	TX4-561-747	9/29/97
	TX4-487-857	5/21/97
	TX4-086-643	5/9/97
	TX4-420-154	1/3/97
	TX4-126-358	6/23/95
	TX4-126-356	6/23/95
	TX4-126-355	6/23/95
	TX4-315-440	9/3/96
	TX4-321-864	6/13/96
	TX4-223-329	3/15/96
	TX4-199-617	2/27/96
	TX4-256-453	2/27/96
	TX4-238-729	2/27/96
	TX4-066-953	6/23/95
	TX4-126-358	5/23/95
	TX4-120-501	6/23/95
	TX4-126-356	5/23/95
TX4-120-555	6/23/95	
TX4-120-500	6/23/95	
TX4-053-508	6/23/95	
The Pocket List of Railroad Officials International Edition	TX4-994-952	10/4/99
	TX4-528-643	8/4/97
	TX4-126-355	6/23/95
	TX4-319-788	7/23/96
	TX4-263-398	2/27/96
TX4-126-355	5/23/95	
The Official Intermodal Guide	TX4-935-733	3/8/99
	TX4-884-206	11/23/98
	TX4-697-481	5/21/98
	TX4-555-349	10/16/97
	TX4-342-390	9/23/96
	TX4-214-894	2/26/96
	TX4-199-692	2/27/96
	TX4-199-688	2/27/96
	TX4-256-452	2/27/96
TX4-073-556	6/23/95	

Title	Registration Number	Registration Date
	TX4-067-764 TX4-123-514 TX4-120-507	6/23/95 6/23/95 6/23/95
The Official Intermodal Equipment Register	TX5-096-487 TX4-994-953 TX4-929-751 TX4-859-286 TX4-807-858 TX4-818-422 TX4-819-526 TX4-692-747 TX4-652-809 TX4-520-856 TX4-487-823 TX4-469-082 TX4-412-281 TX4-357-280 TX4-310-456 TX4-271-101 TX4-295-745 TX4-283-207 TX4-283-218 TX4-039-141 TX4-120-553 TX4-053-509 TX4-053-510 TX4-120-709 TX4-120-505 TX4-053-511 TX4-120-550	3/23/00 10/4/99 6/3/99 3/8/99 1/13/99 11/23/98 11/20/98 5/21/98 3/2/98 8/4/97 5/21/97 4/18/97 1/3/97 10/16/96 8/26/96 6/13/96 2/26/96 2/20/96 2/20/96 2/20/96 6/23/95 6/23/95 6/23/95 6/23/95 6/23/95 6/23/95 6/23/95 6/23/95 6/23/95 6/23/95
The Official Railway Equipment Register	TX5-078-732 TX4-911-532 TX4-822-394 TX4-801-926 TX4-738-366 TX4-697-501 TX4-622-126 TX4-086-655 TX4-474-215 TX4-353-961 TX4-310-796 TX4-226-113 TX4-233-156 TX4-261-356 TX4-183-961 TX4-126-351 TX4-120-504 TX4-126-747 TX4-126-352 TX4-067-151 TX4-126-359	3/20/00 5/18/99 1/13/99 11/23/98 8/10/98 5/21/98 2/17/98 5/9/97 4/18/97 10/16/96 7/11/95 4/29/96 1/23/96 1/23/96 2/27/96 5/23/95 6/23/95 5/23/95 5/23/95 6/23/95 5/23/95

Title	Registration Number	Registration Date
The Official Railway Guide	TX5-090-526	3/20/00
	TX5-090-525	3/20/00
	TX5-010-577	11/26/99
	TX4-918-966	5/18/99
	TX4-854-294	3/8/99
	TX4-807-958	1/13/99
	TX4-810-626	11/23/98
	TX4-819-525	11/20/98
	TX4-730-571	7/6/98
	TX4-711-914	5/21/98
	TX4-699-460	4/17/98
	TX4-699-461	4/17/98
	TX4-623-463	2/17/98
	TX4-623-407	2/17/98
	TX4-502-629	6/30/97
	TX4-086-656	5/9/97
	TX4-474-229	4/18/97
	TX4-409-885	12/30/96
	TX4-420-158	1/3/97
	TX4-322-075	6/13/96
	TX4-240-691	3/25/96
	TX4-280-206	2/20/96
	TX4-234-048	1/23/96
	TX4-245-875	2/20/96
	TX4-245-876	2/20/96
	TX4-205-213	2/20/96
	TX4-206-155	1/23/96
	TX4-126-354	5/23/95
	TX4-206-156	1/23/96
	TX4-066-904	6/23/95
TX4-134-936	6/23/95	
Pacific Shipper Transportation Services Directory	TX4-693-064	4/17/98
	TX4-378-892	11/5/96
	TX4-196-024	2/27/96
	TX4-245-704	2/20/96
	TX3-571-170	6/14/93
	TX4-245-472	2/27/96
Railway Line Clearances	TX4-501-507	6/30/97
	TX4-295-689	6/26/96
	TX4-120-653	6/23/95
Official Export Guide	TX4-894-134	4/05/99
	TX4-818-984	12/22/98
	TX4-720-499	7/6/98
	TX4-711-911	5/21/98
	TX4-622-114	2/17/98
	TX4-474-300	4/18/97
	TX4-086-727	4/18/97
	TX4-295-763	6/26/96
TX4-223-330	3/15/96	

Title	Registration Number	Registration Date
	TX4-180-340	2/20/96
US Custom House Guide	TX4-894-135 TX4-720-507 TX4-711-910 TX4-665-505 TX4-473-879 TX4-469-228 TX4-271-180 TX4-256-130 TX4-262-416	4/05/99 7/6/98 5/21/98 4/17/98 4/18/97 4/18/97 6/13/96 3/15/96 1/23/96
The American Motor Carrier Directory	TX4-807-959 TX4-738-365 TX4-623-462 TX4-561-749 TX4-469-218 TX4-301-139 TX4-243-912 TX4-208-916 TX4-091-550 TX4-120-506	1/13/99 8/10/98 2/17/98 9/29/97 4/18/97 6/26/96 2/27/96 2/27/96 6/23/95 6/23/95
The Warehousing/ Distribution Directory	TX5-096-490 TX4-995-240 TX4-724-926 TX4-747-143 TX4-623-495 TX4-528-644 TX4-402-588 TX4-295-731 TX4-039-140 TX4-039-139	3/23/00 10/04/99 1/13/99 8/10/98 2/17/98 8/04/97 12/30/96 6/26/96 6/23/95 6/23/95
Musical America	TX5-088-054 TX4-835-461 TX4-622-125 TX4-412-293 TX4-257-665 TX4-283-616 TX4-079-517	3/20/00 12/22/98 2/17/98 1/3/97 2/20/96 2/20/96 6/23/95
The Forwarders List of Attorneys	TX5-096-489 TX4-912-567 TX4-835-460 TX4-810-625 TX4-700-200 TX4-599-440 TX4-622-436 TX4-528-699 TX4-448-333 TX4-469-083 TX4-353-962 TX4-262-760	3/23/00 4/5/99 12/22/98 11/23/98 5/21/98 2/17/98 2/17/98 8/4/97 5/9/97 4/18/97 10/16/96 4/1/96

Title	Registration Number	Registration Date
	TX4-224-342 TX4-224-343 TX4-126-353 TX4-075-762 TX4-118-673	2/26/96 2/26/96 5/23/95 6/23/95 6/23/95
The Bluebook/Official Directory of Industrial and Commercial Logistics Traffic Executives	TX4-357-504 TX4-256-490 TX4-120-549	10/16/96 2/27/96 6/23/95
Pacific Shipper	TX5-092-687 TX5-092-694 TX5-092-693 TX5-092-690 TX5-092-688 TX5-092-686 TX5-092-689 TX5-092-692 TX5-092-691 TX5-092-685 TX5-082-721 TX5-082-724 TX5-082-725 TX5-082-722 TX5-018-876 TX5-010-532 TX5-028-574 TX5-082-720 TX5-082-723 TX5-010-534 TX5-010-533 TX5-018-875 TX4-054-950 TX4-054-953 TX4-054-954 TX4-054-956 TX4-054-958 TX4-054-955 TX4-054-959 TX4-054-957 TX5-082-726 TX4-054-952 TX4-054-951 TX4-054-960 TX4-919-268 TX4-919-269 TX4-919-003 TX4-919-005 TX4-919-004 TX4-903-403 TX4-910-051 TX4-908-883	3/23/00 3/23/00 3/23/00 3/23/00 3/23/00 3/23/00 3/23/00 3/23/00 3/23/00 3/23/00 4/3/00 4/3/00 4/3/00 4/3/00 11/26/99 11/26/99 11/26/99 4/3/00 4/3/00 11/26/99 11/26/99 11/26/99 10/4/99 10/4/99 10/4/99 10/4/99 10/4/99 10/4/99 10/4/99 10/4/99 10/4/99 4/3/00 10/4/99 10/4/99 10/4/99 5/18/99 5/18/99 5/18/99 5/18/99 5/18/99 5/18/99 5/18/99 4/5/99

Title	Registration Number	Registration Date
Pacific Shipper	TX4-908-884	4/5/99
	TX4-853-949	3/8/99
	TX4-857-764	3/8/99
	TX4-854-329	3/8/99
	TX4-840-945	2/16/99
	TX4-842-227	2/16/99
	TX4-842-226	2/16/99
	TX4-842-225	2/16/99
	TX4-807-883	1/13/99
	TX4-725-193	1/13/99
	TX4-725-194	1/13/99
	TX4-725-032	12/22/98
	TX4-822-326	12/22/98
	TX4-724-609	12/22/98
	TX4-725-308	12/22/98
	TX4-647-065	11/23/98
	TX4-647-066	11/23/98
	TX4-820-312	11/23/98
	TX4-803-209	11/23/98
	TX4-819-768	11/23/98
	TX4-810-597	11/23/98
	TX4-647-079	11/20/98
	TX4-647-076	11/20/98
	TX4-803-904	11/20/98
	TX4-803-880	11/20/98
	TX4-647-077	11/20/98
	TX4-647-078	11/20/98
	TX4-647-074	11/20/98
	TX4-803-866	11/20/98
	TX4-773-807	9/14/98
	TX4-773-808	9/14/98
	TX4-741-916	8/3/98
	TX4-747-162	8/10/98
	TX4-747-161	8/10/98
TX4-741-927	8/10/98	
TX4-741-926	8/10/98	
TX4-735-210	7/6/98	
TX4-720-615	7/6/98	
TX4-720-614	7/6/98	
TX4-720-616	7/6/98	
TX4-722-544	7/6/98	
TX4-720-576	7/6/98	
Pacific Shipper	TX4-717-291	5/21/98
	TX4-712-007	5/21/98
	TX4-665-479	5/21/98
	TX4-665-480	5/21/98
	TX4-717-271	5/21/98
	TX4-665-481	5/21/98
	TX4-717-289	5/21/98
	TX4-717-273	5/21/98
	TX4-717-272	5/21/98
	TX4-717-290	5/21/98
	TX4-697-533	4/17/98

Title	Registration Number	Registration Date
	TX4-697-534	4/17/98
	TX4-656-899	2/17/98
	TX4-599-340	2/17/98
	TX4-631-279	2/17/98
	TX4-599-339	2/17/98
	TX4-609-991	1/21/98
	TX4-609-990	1/21/98
	TX4-609-994	1/21/98
	TX4-609-995	1/21/98
	TX4-609-996	1/21/98
	TX4-609-992	1/21/98
	TX4-609-993	1/21/98
	TX4-609-989	1/21/98
	TX4-609-988	1/21/98
	TX4-609-987	1/21/98
	TX4-609-984	1/21/98
	TX4-609-986	1/21/98
	TX4-609-985	1/21/98
	TX4-561-247	10/16/97
	TX4-561-248	10/16/97
	TX4-561-246	10/16/97
	TX4-561-243	10/16/97
	TX4-561-244	10/16/97
	TX4-561-245	10/16/97
	TX4-581-024	9/29/97
	TX4-580-900	9/29/97
	TX4-529-338	8/4/97
	TX4-528-890	8/4/97
	TX4-515-972	8/4/97
	TX4-516-204	8/4/97
	TX4-574-793	9/29/97
Pacific Shipper	TX4-492-442	6/30/97
	TX4-492-443	6/30/97
	TX4-492-224	6/5/97
	TX4-492-220	6/5/97
	TX4-492-223	6/5/97
	TX4-485-561	5/19/97
	TX4-485-562	5/19/97
	TX4-485-195	5/9/97
	TX4-485-194	5/9/97
	TX4-488-464	5/9/97
	TX4-476-003	5/9/97
	TX4-476-009	5/9/97
	TX4-485-193	5/9/97
	TX4-485-192	5/9/97
	TX4-473-436	4/18/97
	TX4-473-434	4/18/97
	TX4-469-171	4/18/97
	TX4-473-435	4/18/97
	TX4-469-164	4/18/97
	TX4-473-437	4/18/97
	TX4-469-165	4/18/97

Title	Registration Number	Registration Date
	TX4-405-233	1/24/97
	TX4-405-234	1/24/97
	TX4-469-141	4/18/97
	TX4-473-433	4/18/97
	TX4-489-709	4/18/97
	TX4-405-252	1/3/97
	TX4-405-251	1/3/97
	TX4-405-249	1/3/97
	TX4-405-247	1/3/97
	TX4-405-250	1/3/97
	TX4-405-248	1/3/97
	TX4-405-236	1/3/97
	TX4-405-237	1/3/97
	TX4-405-235	1/3/97
	TX4-357-275	10/16/96
	TX4-357-274	10/16/96
	TX4-357-276	10/16/96
	TX4-357-277	10/16/96
	TX4-337-017	9/13/96
	TX4-337-133	9/13/96
Pacific Shipper	TX4-310-320	9/3/96
	TX4-310-628	8/5/96
	TX4-319-923	8/5/96
	TX4-327-491	7/22/96
	TX4-320-394	7/22/96
	TX4-320-426	7/11/96
	TX4-282-248	6/26/96
	TX4-282-249	6/26/96
	TX4-282-247	6/26/96
	TX4-282-243	6/24/96
	TX4-282-245	6/24/96
	TX4-282-244	6/24/96
	TX4-282-242	6/24/96
	TX4-282-246	6/24/96
	TX4-276-791	5/6/96
	TX4-276-790	5/6/96
	TX4-265-319	5/6/96
	TX4-260-678	4/18/96
	TX4-265-318	4/18/96
	TX4-227-200	4/1/96
	TX4-212-171	4/1/96
	TX4-212-169	4/1/96
	TX4-212-170	4/1/96
	TX4-205-077	2/27/96
	TX4-205-078	2/27/96
	TX4-245-723	2/20/96
	TX4-245-722	2/20/96
	TX4-245-721	2/20/96
	TX4-245-706	2/20/96
	TX4-245-707	2/20/96
	TX4-245-708	2/20/96
	TX4-245-717	2/20/96
	TX4-245-715	2/20/96

Title	Registration Number	Registration Date
	TX4-245-011	1/24/96
	TX4-223-711	1/24/96
	TX4-229-491	1/24/96
	TX4-230-422	1/24/96
	TX4-277-558	2/20/96
	TX4-251-155	1/24/96
	TX4-245-010	1/24/96
	TX4-251-347	1/24/96
	TX4-251-348	1/24/96
Pacific Shipper	TX4-251-156	1/24/96
	TX4-251-676	2/20/96
	TX4-245-921	1/24/96
	TX4-245-008	1/24/96
	TX4-229-489	1/24/96
	TX4-229-490	1/24/96
	TX4-277-557	2/20/96
	TX4-251-677	2/20/96
	TX4-277-559	2/20/96
	TX4-277-560	2/20/96
	TX4-277-556	2/20/96
	TX4-228-279	1/24/96
	TX4-251-678	2/20/96
	TX4-251-680	2/20/96
	TX4-245-009	1/24/96
	TX4-251-161	1/24/96
	TX4-251-679	2/20/96
	TX4-245-735	2/20/96
	TX4-245-719	2/20/96
	TX4-245-728	2/20/96
	TX4-245-727	2/20/96
	TX4-245-725	2/20/96
	TX4-245-689	2/20/96
	TX4-245-713	2/20/96
	TX4-245-703	2/20/96
	TX4-245-700	2/20/96
	TX4-245-692	2/20/96
	TX4-245-693	2/20/96
	TX4-245-730	2/20/96
	TX4-245-694	2/20/96
	TX4-245-731	2/20/96
	TX4-245-714	2/20/96
	TX4-245-724	2/20/96
	TX4-245-726	2/20/96
	TX4-245-718	2/20/96
	TX4-245-716	2/20/96
	TX4-205-067	2/20/96
	TX4-245-705	2/20/96
	TX4-205-068	2/20/96
	TX4-245-733	2/20/96
	TX4-245-696	2/20/96
	TX4-245-697	2/20/96
Pacific Shipper	TX4-245-698	2/20/96

Title	Registration Number	Registration Date
	TX4-245-732	2/20/96
	TX4-245-710	2/20/96
	TX4-245-709	2/20/96
	TX4-245-711	2/20/96
	TX4-245-729	2/20/96
	TX4-245-712	2/20/96
	TX4-245-691	2/20/96
	TX4-245-736	2/20/96
	TX4-245-737	2/20/96
	TX4-245-738	2/20/96
	TX4-245-695	2/20/96
	TX4-245-734	2/20/96
	TX4-245-699	2/20/96
	TX4-245-690	2/20/96
	TX4-245-720	2/20/96
	TX4-245-685	2/20/96
	TX4-245-686	2/20/96
	TX4-245-687	2/20/96
	TX4-245-701	2/20/96
	TX4-245-688	2/20/96
	TX4-245-702	2/20/96
	TX3-899-925	9/7/94

Additional Copyright Registrations for Pacific Shipper and the Pocket List of Railroad Officials are attached.

Pacific Shippers

1012

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1994	1/17	68-46	1/14/94	9/2/94	9/7/94	TX-3-899-891
	1/24	68-47	1/21/94		9/7/94	TX-3-899-892
	1/31	68-48	1/28/94		9/7/94	TX-3-875-304
	2/7	68-49	2/3/94		9/7/94	TX-3-899-898
	2/14	68-50	2/10/94		9/7/94	TX-3-875-308
	2/21	68-51	2/17/94		9/7/94	TX-3-899-933
	2/28	68-52	2/24/94		9/7/94	TX-3-899-901
	3/7	69-1	3/3/94		9/7/94	TX-3-899-893
	3/14	69-2	3/10/94		9/7/94	TX-3-899-938
	3/21	69-3	3/17/94		9/7/94	TX-3-899-918
	3/28	69-4	3/24/94		9/7/94	TX-3-899-917
	4/4	69-5	3/31/94		9/7/94	TX-3-875-289
	4/11	69-6	4/8/94		9/7/94	TX-3-899-887
	4/18	69-7	4/15/94		9/7/94	TX-3-899-888
	4/25	69-8	4/22/94		9/7/94	TX-3-899-889
	5/2	69-9	4/29/94		9/7/94	TX-3-899-890
	5/9	69-10	5/6/94		9/7/94	TX-3-899-924
	5/16	69-11	5/13/94		9/7/94	TX-3-875-291
	5/23	69-12	5/20/94		9/7/94	TX-3-899-935
	5/30	69-13	5/27/94		9/7/94	TX-3-875-292
	6/6	69-14	6/3/94		9/7/94	TX-3-899-895
	6/13	69-15	6/10/94		9/7/94	TX-3-899-896
	6/20	69-16	6/17/94		9/7/94	TX-3-899-894
	6/27	69-17	6/24/94		9/7/94	TX-3-899-930
	7/4	69-18	7/1/94		9/7/94	TX-3-875-294
	7/11	69-19	7/8/94		9/7/94	TX-3-875-290
	7/18	69-20	7/15/94		9/7/94	TX-3-899-931
	7/25	69-21	7/22/94	✓	9/7/94	TX-3-899-925

SCHEDULE OF COPYRIGHTS

2 of 12

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1993	6/28	68-17	6/25/93	9/2/94	9/7/94	Tx-3-875-300
	7/5	68-18	7/2/93		9/7/94	Tx-3-875-299
	7/12	68-19	7/9/93		9/7/94	Tx-3-875-307
	7/19	68-20	7/16/93		9/7/94	Tx-3-899-926
	7/26	68-21	7/23/93		9/7/94	Tx-3-899-923
	8/2	68-22	7/30/93		9/7/94	Tx-3-899-932
	8/9	68-23	8/6/93		9/7/94	Tx-3-899-928
	8/16	68-24	8/13/93		9/7/94	Tx-3-899-934
	8/23	68-25	8/20/93		9/7/94	Tx-3-899-927
	8/30	68-26	8/27/93		9/7/94	Tx-3-899-937
	9/6	68-27	9/3/93		9/7/94	Tx-3-899-923
	9/13	68-28	9/10/93		9/7/94	Tx-3-899-902
	9/20	68-29	9/17/93		9/7/94	Tx-3-893-823
	9/27	68-30	9/24/93		9/7/94	Tx-3-875-305
	10/4	68-31	10/1/93		9/7/94	Tx-3-893-824
	10/11	68-32	10/8/93		9/7/94	Tx-3-899-929
	10/18	68-33	10/15/93		9/7/94	Tx-3-875-293
	10/25	68-34	10/22/93		9/7/94	Tx-3-875-306
	11/1	68-35	10/29/93		9/7/94	Tx-3-893-825
	11/8	68-36	11/5/93		9/7/94	Tx-3-899-886
	11/15	68-37	11/12/93		9/7/94	Tx-3-899-897
	11/22	68-38	11/19/93		9/7/94	Tx-3-899-936
	11/29	68-39	11/26/93		9/7/94	Tx-3-899-912
	12/6	68-40	12/3/93		9/7/94	Tx-3-899-900
	12/13	68-41	12/10/93		9/7/94	Tx-3-899-939
	12/20	68-42	12/17/93		9/7/94	Tx-3-899-911
	12/27	68-43	12/23/93		9/7/94	Tx-3-899-945
1994	1/3	68-44	12/30/93		9/7/94	Tx-3-899-940
	1/10	68-45	1/7/94	✓	9/7/94	Tx-3-899-899

SCHEDULE OF COPYRIGHTS

Pacific Shipper

3 of 12

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1992	12/7	67-40	12/4/92	3/22/93	6/14/93	Tx-3-571-476
"	12/14	67-41	12/11/92	3/22/93	6/14/93	Tx-3-573-336
"	12/21	67-42	12/18/92	3/22/93	6/14/93	Tx-3-573-334
"	12/28	67-43	12/23/92	3/22/93	6/14/93	Tx-3-573-335
1993	1/4	67-44	12/30/92	3/22/93	6/14/93	Tx-3-571-478
"	1/11	67-45	1/8/93	3/22/93	6/14/93	Tx-3-571-173
"	1/18	67-46	1/15/93	3/22/93	6/14/93	Tx-3-571-174
"	1/25	67-47	1/22/93	3/22/93	6/14/93	Tx-3-573-332
"	2/1	67-48	1/29/93	3/22/93	6/14/93	Tx-3-573-331
"	2/8	67-49	2/5/93	3/22/93	6/14/93	Tx-3-571-172
"	2/15	67-50	2/12/93	3/22/93	6/14/93	Tx-3-571-171
"	2/22	67-51	2/19/93	3/22/93	6/14/93	Tx-3-571-175
"	3/1	67-52	2/26/93	3/22/93	6/14/93	Tx-3-570-511
	3/8	68-1	3/5/93	9/2/94		Tx-3-899-941
	3/15	68-2	3/12/93		9/7/94	Tx-3-899-942
	3/22	68-3	3/19/93		9/7/94	Tx-3-899-943
	3/29	68-4	3/26/93		9/7/94	Tx-3-899-944
	4/5	68-5	4/2/93		9/7/94	Tx-3-899-913
	4/12	68-6	4/9/93		9/7/94	Tx-3-875-297
	4/19	68-7	4/16/93		9/7/94	Tx-3-875-296
	4/26	68-8	4/23/93		9/7/94	Tx-3-875-295
	5/3	68-9	4/30/93		9/7/94	Tx-3-875-302
	5/10	68-10	5/7/93		9/7/94	Tx-3-875-298
	5/17	68-11	5/14/93		9/7/94	Tx-3-899-922
	5/24	68-12	5/21/93		9/7/94	Tx-3-899-919
	5/31	68-13	5/28/93		9/7/94	Tx-3-899-921
	6/7	68-14	6/4/93		9/7/94	Tx-3-899-920
	6/14	68-15	6/11/93		9/7/94	Tx-875-303
✓	6/21	68-16	6/18/93	✓	9/7/94	Tx-875-301

TRADEMARK

REEL: 002426 FRAME: 0355

SCHEDULE OF COPYRIGHTS

Pacific Shipper 4002

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1992	6/22	67-16	6/19/92	9/4/92	9/9/92	TX-3-388-851
"	6/29	67-17	6/26/92	9/4/92	9/9/92	TX-3-387-723
"	7/6	67-18	7/2/92	9/4/92	9/9/92	TX-3-389-210
"	7/13	67-19	7/10/92	9/4/92	9/9/92	TX-3-389-213
"	7/20	67-20	7/17/92	9/4/92	9/9/92	TX-3-388-617
"	7/27	67-21	7/24/92	9/4/92	9/9/92	TX-3-387-705
"	8/3	67-22	8/31/92	9/4/92	9/9/92	TX-3-389-211
"	8/10	67-23	8/7/92	9/4/92	9/9/92	TX-3-387-720
"	8/17	67-24	8/14/92	9/4/92	9/9/92	TX-3-389-212
"	8/24	67-25	8/21/92	9/4/92	9/9/92	TX-3-388-620
"	8/31	67-26	8/28/92	12/1/92	12/3/92	TX-3-437-489
"	9/7	67-27	9/4/92	12/1/92	12/3/92	TX-3-437-490
"	9/14	67-28	9/11/92	12/1/92	12/3/92	TX-3-437-864
"	9/21	67-29	9/18/92	12/1/92	12/3/92	TX-3-434-325
"	9/28	67-30	9/25/92	12/1/92	12/3/92	TX-3-434-570
"	10/5	67-31	10/2/92	12/1/92	12/3/92	TX-3-437-863
"	10/12	67-32	10/9/92	12/1/92	12/3/92	TX-3-437-491
"	10/19	67-33	10/16/92	12/1/92	12/3/92	TX-3-438-682
"	10/26	67-34	10/23/92	12/1/92	12/3/92	TX-3-438-683
"	11/2	67-35	10/30/92	12/1/92	12/3/92	TX-3-438-684
"	11/9	67-36	11/6/92	12/1/92	12/3/92	TX-3-437-584
"	11/16	67-37	11/13/92	12/1/92	12/3/92	TX-3-434-511
"	11/23	67-38	11/20/92	3/22/93	6/14/93	TX-3-571-477
"	11/30	67-39	11/25/92	3/22/93	6/14/93	TX-3-573-333

SCHEDULE OF COPYRIGHTS

Pacific Shipper

5012

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1992	1/6	66-44	1/3/92	4/29/92	5/1/92	TX-3-304-766
"	1/13	66-45	1/10/92	4/29/92	5/1/92	TX-3-304-765
"	1/20	66-46	1/17/92	4/29/92	5/1/92	TX-3-304-778
"	1/27	66-47	1/24/92	4/29/92	5/1/92	TX-3-304-777
"	2/3	66-48	1/31/92	4/29/92	5/1/92	TX-3-304-776
"	2/10	66-49	2/7/92	4/29/92	5/1/92	TX-3-304-775
"	2/17	66-50	2/14/92	4/29/92	5/1/92	TX-3-304-774
"	2/24	66-51	2/21/92	4/29/92	5/1/92	TX-3-304-773
"	3/2	66-52	2/28/92	4/29/92	5/1/92	TX-3-304-772
"	3/9	66-53	3/6/92	4/29/92	5/1/92	TX-3-304-993
"	3/16	66-54	3/13/92	4/29/92	5/1/92	TX-3-304-992
"	3/23	67-3	3/20/92	4/29/92	5/1/92	TX-3-304-991
"	3/30	67-4	3/27/92	4/29/92	5/1/92	TX-3-304-990
"	4/6	67-5	4/3/92	4/29/92	5/1/92	TX-3-304-989
"	4/13	67-6	4/10/92	4/29/92	5/1/92	TX-3-304-988
"	4/20	67-7	4/17/92	9/4/92	9/9/92	TX-3-387-721
"	4/27	67-8	4/24/92	9/4/92	9/9/92	TX-3-387-719
"	5/4	67-9	5/1/92	9/4/92	9/9/92	TX-3-387-708
"	5/11	67-10	5/8/92	9/4/92	9/9/92	TX-3-388-619
"	5/18	67-11	5/15/92	9/4/92	9/9/92	TX-3-388-615
"	5/25	67-12	5/22/92	9/4/92	9/9/92	TX-3-387-707
"	6/1	67-13	5/29/92	9/4/92	9/9/92	TX-3-387-706
"	6/8	67-14	6/5/92	9/4/92	9/9/92	TX-3-388-616
"	6/15	67-15	6/12/92	9/4/92	9/9/92	TX-3-387-722

SCHEDULE OF COPYRIGHTS

Pacific Shipper 6212

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1991	7/22	65-20	7/19/91	8/23/91	8/26/91	Tx-3-139-685
"	7/29	66-21	7/26/91	8/23/91	8/26/91	Tx-3-139-667
"	8/5	66-22	8/2/91	8/23/91	8/26/91	Tx-3-139-691
"	8/12	66-23	8/9/91	12/12/91	12/16/91	Tx-3-209-766
"	8/19	66-24	8/16/91	12/12/91	12/16/91	Tx-3-209-773
"	8/26	66-25	8/22/91	12/12/91	12/16/91	Tx-3-209-771
"	9/2	66-26	8/30/91	12/12/91	12/16/91	Tx-3-209-772
"	9/9	66-27	9/6/91	12/12/91	12/16/91	Tx-3-212-475
"	9/16	66-28	9/13/91	12/12/91	12/16/91	Tx-3-212-477
"	9/23	66-29	9/20/91	12/12/91	12/16/91	Tx-3-209-767
"	9/30	66-30	9/27/91	12/12/91	12/16/91	Tx-3-212-414
"	10/7	66-31	10/4/91	12/12/91	12/16/91	Tx-3-211-484
"	10/14	66-32	10/11/91	12/12/91	12/16/91	Tx-3-209-765
"	10/21	66-33	10/18/91	12/12/91	12/16/91	Tx-3-209-769
"	10/28	66-34	10/25/91	12/12/91	12/16/91	Tx-3-209-768
"	11/4	66-35	11/1/91	12/12/91	12/16/91	Tx-3-218-544
"	11/11	66-36	11/8/91	12/12/91	12/16/91	Tx-3-212-475
"	11/18	66-37	11/15/91	12/12/91	12/16/91	Tx-3-212-478
"	11/25	66-38	11/22/91	12/12/91	12/16/91	Tx-3-209-770
"	12/2	66-39	11/29/91	4/29/92	5/1/92	Tx-3-304-771
"	12/9	66-40	12/6/91	4/29/92	5/1/92	Tx-3-304-770
"	12/16	66-41	12/13/91	4/29/92	5/1/92	Tx-3-304-769
"	12/23	66-42	12/20/91	4/29/92	5/1/92	Tx-3-304-768
"	12/30	66-43	12/27/91	4/29/92	5/1/92	Tx-3-304-767

SCHEDULE OF COPYRIGHTS

Pacific Shipper

7912

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1991	2/4	65-48	2/1/91	^{5/16/91} 4/15/91	4/19/91	TX-3-073-954
"	2/11	65-49	2/8/91	^{5/16/91} 4/15/91	4/19/91	TX-3-073-945
"	2/18	65-50	2/15/91	^{5/16/91} 4/15/91	4/19/91	TX-3-073-950
"	2/25	65-51	2/22/91	^{5/16/91} 4/15/91	4/19/91	TX-3-073-953
"	3/4	65-52	3/1/91	^{5/16/91} 4/15/91	4/19/91	TX-3-073-951
"	3/11	66-1	3/8/91	^{5/16/91} 4/15/91	4/19/91	TX-3-073-949
"	3/18	66-2	3/15/91	^{5/16/91} 4/15/91	4/19/91	TX-3-073-948
"	3/25	66-3	3/22/91	^{5/16/91} 4/15/91	4/19/91	TX-3-073-946
"	4/1	66-4	3/29/91	^{5/16/91} 4/15/91	4/19/91	TX-3-073-944
"	4/8	66-5	4/5/91	^{5/16/91} 4/15/91	4/19/91	TX-3-073-947
"	4/15	66-6	4/12/91	8/23/91	8/26/91	TX-3-139-686
"	4/22	66-7	4/19/91	8/23/91	8/26/91	TX-3-139-687
"	4/29	66-8	4/26/91	8/23/91	8/26/91	TX-3-139-688
"	5/6	66-9	5/3/91	8/23/91	8/26/91	TX-3-139-690
"	5/13	66-10	5/10/91	8/23/91	8/26/91	TX-3-139-666
"	5/20	66-11	5/17/91	8/23/91	8/26/91	TX-3-139-665
"	5/27	66-12	5/24/91	8/23/91	8/26/91	TX-3-139-692
"	6/3	66-13	5/31/91	8/23/91	8/26/91	TX-3-139-664
"	6/10	66-14	6/7/91	8/23/91	8/26/91	TX-3-139-689
"	6/17	66-15	6/14/91	8/23/91	8/26/91	TX-3-139-668
"	6/24	66-16	6/21/91	8/23/91	8/26/91	TX-3-183-821
"	7/1	66-17	6/28/91	8/23/91	8/26/91	TX-3-139-669
"	7/8	66-18	7/3/91	8/23/91	8/26/91	TX-3-139-663
"	7/15	66-19	7/10/91	8/23/91	8/26/91	TX-3-139-684

SCHEDULE OF COPYRIGHTS

Pacific Shipper

8 of 12

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1990	8/20	65-24	8/17/90	12/19/90	12/27/90	TX-2-965-933
"	8/27	65-25	8/24/90	12/19/90	12/27/90	TX-2-975-645
"	9/3	65-26	8/31/90	12/19/90	12/27/90	TX-2-977-670
"	9/10	65-27	9/7/90	12/19/90	12/27/90	TX-2-975-646
"	9/17	65-28	9/14/90	12/19/90	12/27/90	TX-2-974-541
"	9/24	65-29	9/21/90	12/19/90	12/27/90	TX-2-965-946
"	10/1	65-30	9/28/90	12/19/90	12/27/90	TX-2-974-540
"	10/8	65-31	10/5/90	12/19/90	12/27/90	TX-2-965-945
"	10/15	65-32	10/12/90	12/19/90	12/27/90	TX-2-965-939
"	10/22	65-33	10/19/90	12/19/90	12/27/90	TX-2-965-944
"	10/29	65-34	10/26/90	12/19/90	12/27/90	TX-2-965-938
"	11/5	65-35	11/2/90	12/19/90	12/27/90	TX-2-965-943
"	11/12	65-36	11/9/90	12/19/90	12/27/90	TX-2-975-647
"	11/19	65-37	11/16/90	12/19/90	12/27/90	TX-2-966-082
"	11/26	65-38	11/23/90	12/19/90	12/27/90	TX-2-977-632
"	12/3	65-39	11/30/90	12/19/90	12/27/90	TX-2-969-307
"	12/10	65-40	12/7/90	12/19/90	12/27/90	TX-2-965-949
"	12/17	65-41	12/14/90	12/19/90	12/27/90	TX-2-977-634
"	12/24	65-42	12/21/90	4/15/91	4/19/91	TX-3-073-941
"	12/31	65-43	12/28/90	4/15/91	4/19/91	TX-3-073-956
1991	1/7	65-44	1/4/91	4/15/91	4/19/91	TX-3-073-952
"	1/14	65-45	1/11/91	4/15/91	4/19/91	TX-3-073-943
"	1/21	65-46	1/18/91	4/15/91	4/19/91	TX-3-073-942
"	1/28	65-47	1/25/91	4/15/91	4/19/91	TX-3-073-955

SCHEDULE OF COPYRIGHTS

Pacific Shipped

9912

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1990	3/5	64-52	3/2/90	12/18/90	12/27/90	Tx-2-977-870
"	3/12	65-1	3/9/90	12/18/90	12/27/90	Tx-2-977-593
"	3/19	65-2	3/16/90	12/18/90	12/27/90	Tx-2-977-594
"	3/26	65-3	3/23/90	12/18/90	12/27/90	Tx-2-977-820
"	4/2	65-4	3/30/90	12/18/90	12/27/90	Tx-2-977-591
"	4/9	65-5	4/6/90	12/18/90	12/27/90	Tx-2-977-592
"	4/16	65-6	4/13/90	12/18/90	12/27/90	Tx-2-977-821
"	4/23	65-7	4/20/90	12/18/90	12/27/90	Tx-2-977-590
"	4/30	65-8	4/27/90	12/18/90	12/27/90	Tx-2-977-595
"	5/7	65-9	5/4/90	12/18/90	12/27/90	Tx-2-965-947
"	5/14	65-10	5/11/90	12/18/90	12/27/90	Tx-2-965-942
"	5/21	65-11	5/18/90	12/18/90	12/27/90	Tx-2-969-308
"	5/28	65-12	5/25/90	12/18/90	12/27/90	Tx-2-977-871
"	6/4	65-13	6/1/90	12/18/90	12/27/90	Tx-2-965-937
"	6/11	65-14	6/8/90	12/18/90	12/27/90	Tx-2-965-932
"	6/18	65-15	6/15/90	12/18/90	12/27/90	Tx-2-965-941
"	6/25	65-16	6/22/90	12/18/90	12/27/90	Tx-2-965-936
"	7/2	65-17	6/29/90	12/18/90	12/27/90	Tx-2-965-935
"	7/9	65-18	7/6/90	12/18/90	12/27/90	Tx-2-965-948
"	7/16	65-19	7/13/90	12/19/90	12/27/90	Tx-2-975-644
"	7/23	65-20	7/20/90	12/19/90	12/27/90	Tx-2-965-940
"	7/30	65-21	7/27/90	12/19/90	12/27/90	Tx-2-966-080
"	8/6	65-22	8/3/90	12/19/90	12/27/90	Tx-2-965-934
"	8/13	65-23	8/10/90	12/19/90	12/27/90	Tx-2-977-633

SCHEDULE OF COPYRIGHTS

POCKET LIST OF RAILROAD OFFICIAL

16 of 12

EAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1986	Feb	365-92-1	2/27/86	4/24/86	7/14/86	TX-1-821-212
	May	366-92-2	5/15/86	5/19/86	9/11/86	TX-1-873-813
	Aug	367-92-3	8/21/86	8/21/86	10/17/86	TX-1-87-928
	Nov	368-92-4	11-25-86	1-5-87	7/30/87	TX-2-867-923
1987	Feb	369-93-1	2-26-87	4/15/87	6/5/87	TX 2050324
	May	370-93-2	6/16/87	9/15/87	11/9/87	TX-2-152-044
	Aug	371-93-3	10/2/87	11/11/87	11/22/88	TX-2-198-077
	Nov	372-93-4	11-23-87	1-14-88	3/22/88	TX-2-232-050
1988	MARCH	373	3-20-88	4/11/88		
	Feb	374-9-2	6/23/88	7/19/88	10/30/88	TX 2360623
	Aug	375-94-3	8/16/88	10/30/88	1/5/89	TX-2-426-160
	Nov	376-94-4	11/1/88	1/11/88	4/13/89	TX-2474-217
1989	Feb	377-95-1	1/1/89	4/15/89	7/17/89	TX-2541229
	3rd Qtr	378-94-4	3/1/89	4/15/89		TX-2-536-031
	June	379-95-2	6/26/89	6/26/89	8/16/89	TX-2-591-613
	3rd Qtr	95-3	9/20/89	10/22/89	12/11/89	TX-2-663-290
	4th Qtr	95-4	12/20/89	1/16/90		
1990	1st Qtr	96-1				
	2nd Qtr	96-2	6/25/90	12/14/90	12/27/90	TX-2-992-610
	3rd Qtr	96-3	8/30/90	12/14/90	12/27/90	TX-2-966-095
	4th Qtr	96-4	11/30/90	12/14/90	12/27/90	TX-2-992-611
1991	1st Qtr	97-1	3/14/91	4/15/91	4/19/91	TX-3-035-594
1991	2nd Qtr	97-2	6/21/91	8/23/91	8/26/91	TX-3-136-385
1991	3rd Qtr	97-3	9/20/91	12/12/91	12/16/91	TX-3-218-993
1991	4th Qtr	97-4	12/20/91	4/29/92	4/30/92	TX-3-301-277
1992	1st Qtr	98-1	3/25/92	4/29/92	4/30/92	TX-3-302-772
1992	2nd Qtr	98-2	6/24/92	9/4/92	9/9/92	TX-3-388-659
1992	3rd Qtr	98-3	8/28/92	9/4/92	9/9/92	TX-3-386-989
1992	4th Qtr	98-4	11/30/92	3/22/93	6/14/93	TX-3-553-862

SCHEDULE OF COPYRIGHTS

POCKET LIST OF RAILROAD OFFICIALS

11.0212

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1984	Feb	357	2/20/84	2/24/84	6/12/84	TX-1-331-507
	May	358	4/15/84	5/25/84	7/27/84	TX-1-353-825
	Aug	359	8/23/84	9/2/84	11/14/85	TX-1-451-244
	Nov	360	11/21/84	1/25/85	4/26/85	TX-1-534-437
1985	Feb	361	2/28/85	3/25/85	6/17/85	TX-1-566-501
	May	362	5/15/85	6/17/85	9/16/85	TX-1-630-340
	Aug	363	8/20/85	11/4/85	1/21/86	TX-1-714-140
	Nov	364	11/27/85	2/2/86	4/8/86	TX-1-763-999
1986	Feb	365	2/27/86	4/24/86	7/14/86	TX-1-821-212
	May	366	5/14/86	5/19/86		
	Aug	367	8/21/86	8/22/86		

SCHEDULE OF COPYRIGHTS

POCKET LIST OF RAILROAD OFFICIALS

1200h

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1978	Feb	333	2-23-78	3-7-78	4-20-78	TX-10-454
	May	334	5-15-78	5-25-78	7-28-78	TX-53-912
	Aug	335	8-15-78	9/10/78	11/10/78	TX-119-696
	Nov	336	11-15-78	3/29/79	6/18/79	TX-239-721
1979	Feb	337	2-15-79	4/20/79	6/18/79	TX-239-720
	May	338	5-15-79	5/27/79	9/5/79	TX-258-834
	Aug	339	8/21/79	9/27/79	10/31/79	TX-334-961
	Nov	340	12/5/79	12/14/79	2/15/80	TX-395-880
1980	Feb	341	2/25/80	3/25/80	5/12/80	TX-450-265
	May	342	5/15/80	7/15/80	9/25/80	TX-519-146 ✓
	Aug	343	8/25/80	9/24/80	10/3/80	TX-553-624
	Nov	344	11/19/80	11/21/80	2/24/81	TX-597-519
1981	Feb	345	2/23/81	2/24/81	5/29/81	TX-645-720
	May	346	5/27/81	5/29/81	7/27/81	TX-710-523
	Aug	347	8/19/81	11/13/81	1/15/82	TX-805-622
	Nov	348	12/4/81	12/22/81	3/31/82	TX-839-511
1982	Feb	349	2/23/82	2/24/82	3/31/82	TX-998-032
	May	350	5/10/82	5/20/82	11/15/82	TX-993-870
	Aug	351	8/23/82	8/24/82	1/24/83	TX-998-031
	Nov	352	11/22/82	1/26/83	6/15/83	TX-106-125
1983	Feb	353	3/1/83	3/22/83	6/1/83	TX-1-097-995
	May	354	5/16/83	8/23/83	11/14/83	TX-1206-024
	Aug	355	8/25/83	11/14/83		
	Nov	356	11/29/83	1/4/84	3/12/84	TX-1-271-447

POCKET LIST OF RAILROAD OFFICIALS

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1984	Feb	357	2/20/84	2/24/84	4/12/84	TX-1-331-507
	May	358	4/15/84	5/25/84	7/27/84	TX-1-353-825
	Aug	359	8/23/84	9/12/84	1/14/85	TX-1-451-244
	Nov	360	11/21/84	1/25/85	4/26/85	TX-1-534-437
1985	Feb	361	2/28/85	3/25/85	6/19/85	TX-1-566-501
	May	362	5/15/85	6/17/85	9/16/85	TX-1-630-340
	Aug	363	8/21/85	11/14/85	1/21/86	TX-1-714-140
	Nov	364	11/27/85	2/3/86	4/8/86	TX-1-763-999
1986	Feb	365	2/27/86	4/24/86	7/14/86	TX-1-821-212
	May	366	5/15/86	5/19/86		
	Aug	367	8/21/86	8/22/86		

SCHEDULE OF COPYRIGHTS

Packet List of Railroad Officials

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1993	1st Qtr	99-1	3/23/93	5/25/95		
"	2nd Qtr	99-2	6/22/93	5/25/95		
"	3rd Qtr	99-3	9/21/93	5/25/95		
"	4th Qtr	99-4	11/30/93	5/25/95		
1994	1st Qtr	100-1	2/25/94	5/25/95		
"	2nd Qtr	100-2	6/21/94	5/25/95		
"	3rd Qtr	100-3	9/20/94	5/25/95		
"	4th Qtr	100-4				

SCHEDULE OF COPYRIGHTS

Pacific Shipper

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1994	8/1	69-22	7/29/94			
	8/8	69-23	8/5/94			
	8/15	69-24	8/12/94			
	8/22	69-25	8/19/94			
	8/29	69-26	8/26/94			
	9/5	69-27	9/2/94			
	9/12	69-28	9/9/94			
	9/19	69-29	9/16/94			
	9/26	69-30	9/23/94			
	10/3	69-31	9/30/94			
	10/10	69-32	10/7/94			
	10/17	69-33	10/14/94			
	10/24	69-34	10/21/94			
	10/31	69-35	10/28/94			
	11/7	69-36	11/4/94			
	11/14	69-37	11/11/94			
	11/21	69-38	11/18/94			
	11/28	69-39	11/23/94			
	12/5	69-40	12/2/94			
	12/12	69-41	12/9/94			
	12/19	69-42	12/16/94			
✓	12/26	69-43	12/22/94			
1995	1/2	69-44	12/29/94			
	1/9	69-45	1/6/95			
	1/16	69-46	1/13/95			
	1/23	69-47	1/20/95			
	1/30	69-48	1/27/95			
	2/6	69-49	2/3/95			
✓	2/13	69-50	2/10/95			

SCHEDULE OF COPYRIGHTS

Pacific Shipper

YEAR	ISSUE	NO.	PUBLICATION DATE	DATE MAILED	DATE RECEIVED	REGISTRATION NO.
1995	2/20	69-51	2/17/95			
	2/27	69-52	2/24/95			
	3/6	70-1	3/3/95			
	3/13	70-2	3/10/95			
	3/20	70-3	3/17/95			
	3/27	70-4	3/24/95			
	4/3	70-5	3/21/95			
	4/10	70-6	4/7/95			
	4/17	70-7	4/13/95			
	4/24	70-8	4/21/95			
	5/1	70-9	4/28/95			
	5/8	70-10	5/5/95			
	5/15	70-11	5/12/95			
	5/22	70-12	5/19/95			
✓	5/29	70-13	5/26/95			

```

% If this line can be read then you are
% not printing on a Postscript printer.  If
% you don't want to see these instructions
% on this report use the management software
% to disable the postscript mode setting in
% the Ports/Configure Status Page menu.
% The following 6 lines contain postscript instructions
% for postscript printers to handle ASCII text.
printloop{{currentfile cvlit =string readline not {exit} if
    
```

TRADEMARK

Pending Copyright Applications

Title	Date of Filing
Pacific Shipper Volume 75 #16	6/15/00
Pacific Shipper Volume 75 #15	6/15/00
Pacific Shipper Volume 75 # 14	6/15/00
Pacific Shipper Volume 75 # 13	6/15/00
Pacific Shipper Volume 75 # 12	6/15/00
Pacific Shipper Volume 75 # 11	6/15/00
Pacific Shipper Volume 75 # 10	6/15/00
Pacific Shipper Volume 75 # 9	6/15/00
Pacific Shipper Volume 75 # 8	6/15/00
Pacific Shipper Volume 75 # 7	6/15/00
Pacific Shipper Volume 75 # 6	6/15/00
Pacific Shipper Volume 75 # 5	6/15/00
Pacific Shipper Volume 75 # 4	6/15/00
Pacific Shipper Volume 75 # 3	6/15/00

Copyrights Registered Since October 18, 2000

Publication	Certificate Date	Publication Date	Application Date
American Motor Carrier Directory	03/23/00	2000 Edition	
Forwarders List of Attorneys	02/16/01	Fall/Winter 2001	10/02/01
International Pocket List of Railroad Officials	02/16/01	2002	10/02/01
Musical America	02/16/01	2001 Edition	
Official Export Guide	02/16/01	2002 Edition	10/02/01
- US Export Regulations		2002 Edition	10/02/01
- Country Trade Sourcebook		2002 Edition	10/02/01
- Official Export Guide/US Custom House Guide – Trade Services Directory & Guide			
Official Intermodal Equipment Register	03/23/00 07/13/01	02/10/01 06/20/01 Fall 2001	03/02/01 06/17/01 10/02/01
Official Intermodal Guide	02/16/01	Fall/Winter 2000	02/07/01
Official Railway Equipment Register	02/16/01 04/27/01	April 2001 July 2001	04/24/01 06/26/01

Publication	Certificate Date	Publication Date	Application Date
		October 2001	10/02/01
Official Railway Guide/Freight Service Edition	03/12/01 07/13/01	May/June 2001 July/August 2001 Sept/Oct 2001	04/08/01 06/11/01 10/02/01
Pacific Shipper	03/22/01	SEE TABLE BELOW	SEE TABLE BELOW
Railway Line Clearances	07/13/01	2001/2002	07/06/01
Pocket List of Railroad Officials	03/12/01 07/13/01	Spring 2001 Summer 2001 Fall 2001	03/02/01 06/08/01 10/02/01
US Custom House Guide	02/16/01		
Warehouse/Distribution Directory	02/16/01 07/13/01	Spring 2001 Fall 2001	02/07/01 07/06/01
Official Recordation Assignment of PRIMEDIA Information Inc. Copyrights to Commonwealth Business Media	10/25/00		

Pacific Shipper Copyrights

Certificate Date/ Publication Date	Applications Date
04/24/01 /03/05/01	04/23/01
04/27/01 /03/12/01	04/23/01
04/27/01 /03/19/01	04/23/01
04/27/01 /03/26/01	04/23/01
04/27/01 /04/02/01	04/23/01
04/27/01 /04/09/01	04/23/01
04/27/01 /04/16/01	04/23/01
04/27/01 /04/23/01	04/23/01
07/20/01 /04/30/01	06/04/01
07/20/01 /05/07/01	06/04/01
07/20/01 /05/14/01	06/04/01
07/20/01 /05/21/01	06/04/01
07/20/01 /05/28/01	06/04/01
07/20/01 /06/04/01	06/27/01
07/20/01 /06/11/01	06/27/01
07/20/01 /06/18/01	06/27/01
07/20/01 /06/25/01	06/27/01
07/20/01 /07/02/01	07/10/01
/07/09/01	07/10/01
/07/16/01	10/02/01
/07/23/01	10/02/01
/07/30/01	10/02/01
/08/06/01	10/02/01

Certificate Date/ Publication Date	Applications Date
/08/13/01	10/02/01
/08/20/01	10/02/01
/08/27/01	10/02/01
/09/03/01	10/02/01
/09/10/01	10/02/01
/09/17/01	10/02/01
/09/24/01	10/02/01

Copyrights Acquired in JOC Acquisition

Any and all U.S. Registrations in connection with:

JoC Week
Traffic World
Air Cargo World

Any and all Common Law Rights in the following Publications:

1. Air Cargo World
2. Air Cargo World International
3. Directory of US Importers/Exporters Reference Only CD-Rom
4. Directory of US Importers/Exporters Reference CD-Rom
5. Importers/Exporters Combination Directory
6. Directory of US Importers
7. Directory of US Exporters
8. Directory of US Traffic Mgrs
9. Directory of US Exporters Master CD-Rom
10. Oil Price Daily -Same Day
11. JoC Florida Shipper
12. Florida Shipper Listing
13. Oil Price Friday
14. Gulf Shipper Listing
15. JOC Gulf Shipper
16. Directory of Importers/Exporters Master CD-Rom
17. Directory of Importers Master CD-Rom
18. JoC Week
19. JoC Online-Site Licenses/Emp
20. Miami Air Shipper
21. Oil Price Monday
22. Oil Price Daily-Next Day
23. JoC Shipping Digest
24. Directory of Traffic Mgrs Master CD-Rom
25. Mid-Atlantic Telephone Tickler
26. Mid-Atlantic Telephone Tickler 2001
27. Transp Tele Tickler Master CD
28. Gulf Telephone Tickler
29. Great Lakes Telephone Tickler
30. Houston Telephone Tickler
31. Houston Telephone Tickler 2002
32. New England Telephone Tickler
33. Pacific Telephone Tickler

34. South Atlantic Tickler
35. South Atlantic Tickler 2001
36. Telephone Tickler Set
37. Telephone Tickler Set Vol.1
38. Traffic World
39. PIERS Database (includes national and international databases)
40. The International Trade Finance Database
41. Trade Horizons
42. Ten Year Horizons
43. On-Board Review
44. US Global Container Report

WEBSITES AND DOMAIN NAMES

Websites Acquired in JOC AcquisitionWebsites

1. www.piers.com
2. www.trafficworld.com
3. www.joonline.com
4. www.jocweekonline.com
5. www.logisticsmag.com
6. www.logisticmag.com
7. www.techlogistix.com
8. www.aircargoworld.com
9. www.tickleronline.com
10. www.pierspub.com
11. www.joc.com
12. www.jocgta.com
13. www.jocglobaltransportanalyzer.com
14. www.piersnavy.com
15. www.jocweekspecialoffer.com

Domain Names

1. atlanticshipper.com
2. atlanticshipper.net
3. erailresource.com
4. forwarderslist.com
5. intermodalguide.com
6. intermodalregister.co
7. motorcarrier.com
8. musicalamerica.com
9. pacificshipper.com
10. plro.com
11. pocketlist.com
12. railregister.com
13. railresource.com
14. railresource.net
15. therailresource.com
16. therailresource.net
17. transportexcs.com
18. customsguide.com

Domain Names Acquired in JOC Acquisition

1. piers.com
2. trafficworld.com
3. gulfshipper.com
4. joonline.com
5. jocweekonline.com
6. logisticsmag.com

7. logisticmag.com
8. jocweek.net
9. joc-week.net
10. shippingdigest.com
11. techlogistix.com
12. aircargoworld.com
13. aircargo-online.com
14. tickleronline.com
15. webtransport.com
16. weblogistics.com
17. pierspub.com
18. floridashipper.com
19. joc-ecri.com
20. joc.com
21. jocgta.com
22. logisticsweb.com
23. jocglobaltransportanalyzer.com
24. joc-week.com
25. piersnavy.com
26. shippergroup.com
27. jocweekspecialoffer.com
28. globalpiers.com
29. jocdata.com
30. jocstats.com
31. mypiers.com
32. piersdata.com
33. piersonline.com
34. piersstats.com
35. piersstore.com
36. webtradedata.com

*All domain names registered with Network Solutions, Inc.

Domain Names Registered Since October 18, 2000.

1. combizmedia.com
2. cbizmedia.com
3. commonwealthbiz.com
4. commonwealthbusinessmedia.com
5. customhouseguide.com
6. officialexportguide.com
7. railclassifiedsplus.com
8. railclassifieds.net
9. railclassified.com
10. railclassified.net
11. canadiansailings.com

LIENS

SCHEDULE E

None.

REQUIRED CONSENTS AND LICENSES

Securities Purchase Agreement among CBM Holdings, Inc., Commonwealth Business Media, Inc., RFE Investment Partners VI, L.P., RFE VI SBIC, L.P., and the other purchasers named therein, dated as of November 16, 2001.

COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMONG

COMMONWEALTH BUSINESS MEDIA, INC.

AND CERTAIN OTHER PLEDGORS

AND

FLEET NATIONAL BANK,

as Administrative Agent

Dated as of November 16, 2001

TRADEMARK
REEL: 002426 FRAME: 0377

TABLE OF CONTENTS

	Page
RECITALS	1
AGREEMENT.....	1
1. Pledge.....	1
2. Secured Obligations	3
3. No Release	3
4. Supplements; Further Assurances.....	3
5. Representations and Warranties of the Pledgors	4
6. Covenants.....	6
7. Transfers	9
8. Remedies upon Default.....	9
9. Application of Proceeds.....	10
10. Expenses	10
11. No Waiver; Cumulative Remedies	10
12. The Administrative Agent May Perform; the Administrative Agent Appointed Attorney-in-Fact.....	11
13. Indemnity	11
14. Litigation.....	12
15. Modifications in Writing.....	13
16. Termination; Release	13
17. Reinstatement.....	13
18. Credit Agreement.....	13
19. Notices	14
20. Continuing Security Interest; Assignment.....	14
21. GOVERNING LAW; TERMS	14
22. CONSENT TO JURISDICTION AND SERVICE OF PROCESS; WAIVER OF JURY TRIAL.....	14
23. Severability of Provisions	15
24. Execution in Counterparts.....	15
25. Headings	15
26. Obligations Absolute	15

TABLE OF CONTENTS

(continued)

	Page
27. Waiver of Single Action	15
28. Future Advances	16