

03-19-2002

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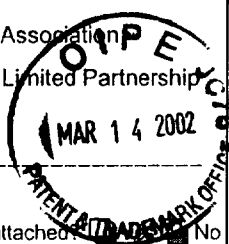
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DEPARTMENT OF COMMERCE
S. Patent and Trademark Office

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

1. Name of conveying party(ies): 3-14-02
Jones and Bartlett Publishers, Inc.

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



Additional name(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies)
Name: Sovereign Bank
Internal Address: _____
Address: _____
Street Address: 75 State Street
City: Boston State: MA Zip: 02109

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Federal Savings Bank

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: March 5, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,386,748

Additional number(s) attached Yes No

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

Name: Christopher E. Kondracki

Internal Address: _____

Street Address: 2001 Jefferson Davis, Hwy.,
Suite 505

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

9. 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.

Christopher E. Kondracki
Name of Person Signing

[Signature]
Signature

3/17/02
Date

Total number of pages including cover sheet, attachments, and document: 8

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

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TRADEMARK
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TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT

THIS TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT (this "Agreement") is made this ~~3~~⁷ day of March, 2002 by JONES AND BARTLETT PUBLISHERS, INC., a Massachusetts corporation, having a place of business at 40 Tall Pine Drive, Sudbury, Massachusetts 01776 (the "Borrower"), in favor of SOVEREIGN BANK, a federal savings bank, with an address at 75 State Street, Boston, Massachusetts 02109 (the "Bank").

WHEREAS, the Borrower is the owner of all of the trademarks, trademark applications, service marks, registered service marks, and service mark applications described in Exhibit A hereto.

WHEREAS, the Borrower and the Bank are parties to a Loan and Security Agreement of even date herewith (as the same may be amended, supplemented or restated from time to time, the "Loan Agreement").

WHEREAS, as a condition to extending credit under the Loan Agreement, the Bank has required that the Borrower execute this agreement to evidence the security interest granted to the Bank in any trademarks, trademark applications, service marks, registered service marks, and service mark applications not expressly covered by other security agreements.

NOW THEREFORE, for value received, the receipt of which is hereby acknowledged, including, without limitation, enabling the Borrower to obtain credit or other financial accommodations from the Bank, the Borrower hereby agrees as follows:

- 1 **Definitions:** Capitalized terms used herein without definition shall have the respective meanings provided therefor in the Loan Agreement.
- 2 **Grant of Security Interest:** To secure the Obligations, Borrower hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Loan Agreement, does hereby irrevocably grant and create) a security interest in favor of the Bank, with power of sale to the extent permitted by law (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof (collectively, the "TM Collateral"):
 - (a) All of Borrower's now owned or existing or hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks, and service mark applications, including, without limitation, those listed on Exhibit A annexed hereto and made a part hereof, together with any goodwill of the business connected with and symbolized by any such trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications.

- (b) All renewals of any of the foregoing.
- (c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (e) All of Borrower's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2.(a), together with the items respectively described in Subsections 2.(b) through and including 2.(e), are hereinafter individually and/or collectively referred to as the "Marks".

3 Protection of Marks by Borrower: Borrower shall undertake the following with respect to the TM Collateral:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.
- (b) At Borrower's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration of the Marks which is the subject of the security interest created herein and not abandon or delay any such efforts.
- (c) At Borrower's sole cost, expense, and risk, take any and all action which Borrower deems desirable to protect the Marks, including, without limitation, but subject to Borrower's sole discretion, the prosecution and defense of infringement actions.
- (d) At Borrower's sole cost, expense, and risk, register with the United States Patent and Trademark Office all unfiled Marks created or purchased by the Borrower.

4 Borrower's Representations and Warranties: Borrower represents and warrants that:

- (a) The Marks listed on Exhibit A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks, and service mark applications now owned by Borrower.
- (b) All TM Collateral is and shall remain, free and clear of all liens and encumbrances.

- (c) Borrower shall give the Bank written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:
- (i) Borrower's obtaining rights to, and filing applications for registration of, any new trademarks or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications or service mark applications, other than Borrower's right to sell products bearing the trademarks of others in the ordinary course of Borrower's business.
 - (ii) Borrower's becoming entitled to the benefit of any trademarks, registered trademarks, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals, whether as licensee or licensor, other than Borrower's right to sell products bearing the trademarks of others in the ordinary course of Borrower's business.
 - (iii) Borrower's entering into any new trademark license agreement or service mark license agreement.

5 **Agreement Applies to Future Marks:**

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in 4(c), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.
- (b) Borrower hereby authorizes the Bank (at the Borrower's expense) to take all such action to protect the Bank's interest in and concerning any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, written notice of which is so given, including, without limitation, amending Exhibit A hereto, *provided, however*, the Bank's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6 **Borrower's Rights to Enforce Marks:** Prior to the Bank's giving of notice to Borrower following the occurrence of an Event of Default, Borrower shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third parties, *provided, however*:

- (a) Borrower first provides the Bank with written notice of Borrower's intention to so sue for enforcement of any Mark.
- (b) Any money damages awarded or received by Borrower on account of such suit (or the threat of such suit) shall constitute TM Collateral.

- (c) Following the occurrence of any Event of Default, the Bank, by notice to Borrower may terminate or limit Borrower's rights under this Section 6.

7 **Bank's Actions to Protect Marks:** In the event of:

- (a) Borrower's failure to cure any failure by Borrower to perform any of Borrower's obligations hereunder; and/or
- (b) the occurrence of any other Event of Default;

the Bank, acting in its own name or in that of Borrower, may (but shall not be required to) act in Borrower's place and stead and/or in the Bank's own right in connection therewith. All of the reasonable costs and expenses of the foregoing shall be paid by the Borrower.

- 8 **Rights Upon Default:** Upon the occurrence of any Event of Default, the Bank may (at the Borrower's expense) exercise all rights and remedies of a Bank upon default under the UCC, with respect to the TM Collateral, in addition to which the Bank may sell, license, assign, transfer, or otherwise dispose of the TM Collateral. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and that the Bank is authorized to exercise such rights and remedies.

9 **Bank as Attorney in Fact:**

- (a) Borrower hereby irrevocably constitutes and designates the Bank as and for Borrower attorney in fact, exercisable after the occurrence of any Event of Default:
- (i) To exercise any of the Borrower's rights and powers referenced herein.
- (ii) To execute all such instruments, documents, and papers as the Bank determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the TM Collateral.
- (b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Bank.
- (c) The Bank shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Bank elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Borrower for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Bank has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10 Bank's Rights:

- (a) Any use by the Bank of the Marks, as authorized hereunder in connection with the exercise of the Bank's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges.
- (b) None of this Agreement or any other Loan Document, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Bank any rights in and to the Marks, which rights are only effective following the occurrence of any Event of Default.

11 Intent: This Agreement supplement the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks. The Agent shall have the same rights, remedies, powers, privileges, and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral.

12 Choice of Laws: This Agreement shall take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Borrower and the Bank respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SOVEREIGN BANK

By: *Greg Batsevitsky*
Name: GREG BATSEVITSKY
Title: VICE PRESIDENT

**JONES AND BARTLETT PUBLISHERS,
INC.**

By: *Donald W. Jones Jr.*
Name: DONALD W. JONES JR
Title: COO

State of MASSACHUSETTS

County of SUFFOLK

Then personally appeared before me Doreen J. Burke, who acknowledged that such person is the duly authorized CHIEF OPERATING OFFICER of Borrower and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 5 day of March, 2002.

Doreen J. Burke

Notary Public
My Commission Expires: 12/1/05

State of Massachusetts

County of Suffolk

Then personally appeared before me Greg Batsevitsky, who acknowledged that such person is the duly authorized Vice President of Sovereign Bank, as Bank and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 5 day of March, 2002.

Steven R. Quinn

Notary Public
My Commission Expires: 8/7/03

EXHIBIT A

Jones and Bartlett Publishers, Inc.

Trademarks

Trademark currently held by Jones and Bartlett Publishers, Inc:

Registration # 2,386,748. Registered 19 Sept 2000
for "Jones and Bartlett" and design



**Jones
and
Bartlett**