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PATENT & TRADEMARK OFFICE

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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
(25605-174)

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

1. Name of conveying party(ies): 3·22·02

CD-ROM Technologies, 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: Bank of America, N.A.
Internal Address:
Street Address: 231 South LaSalle Street
City: Chicago State: IL Zip: 60697

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

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

3. Nature of conveyance:

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

Execution Date: March 6, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,110,072; 2,046,753; 2,045,003; 2,013,690; 2,132,390; 2,013,407; 1,901,521;

Additional number(s) attached ☒ Yes ☐ No

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

Name: Patrick D. Richards
Internal Address: McDermott, Will & Emery

Street Address: 227 West Monroe Avenue

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....$ 365.00

☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

13-0206

(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.

Patrick D. Richards	Patrick D. Richards	3/21/02
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 11

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

03/26/2002 TDIAZ1 00000177 130206 2110072

01 FC:481 40.00 CH
02 FC:482 325.00 CH

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

B. 2,021,865; 2,151,703; 2,064,063; 2,010,441; 2,041,370; 2,013,689; and 2,102,031.

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CD-ROM Technologies, Inc., a Delaware corporation (the "Grantor") with principal offices at 5711 South 86th Circle, Omaha, Nebraska 68127-0347, hereby grants to Bank of America, N.A., as Collateral Agent, with principal offices at 231 South LaSalle Street, Chicago, Illinois 60697 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same and all damages awarded therefrom.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 6, 2002 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 6th day of March, 2002

CD-ROM Technologies, Inc., Grantor

By_____
Name: Stormy L. Dean
Title: Chief Financial Officer

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

By_____
Name:
Title:

Word 1520021.1

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 6th day of March, 2002

CD-ROM Technologies, Inc., Grantor

By_____
Name: Stormy L. Dean
Title: Chief Financial Officer

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

By_____
Name: David A. Johanson
Title: Vice President

Word 1520021.1

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 12th day of March, 2002, before me personally came _____ David A. Johanson _____ who, being by me duly sworn, did state as follows: that he is vice president of Bank of America, N.A., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Maria Paggao
Notary Public

OFFICIAL SEAL
MARIA PAGGAO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/01/05

Word 1520021.1

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 11 day of March, 2002, before me personally came Stormy L. Dean, who being duly sworn, did depose and say that he is the Chief Financial Officer of CD-ROM Technologies, Inc., a Delaware corporation, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of the corporation.

Notary Public

GENERAL NOTARY-State of Nebraska
LINDA SUE BRIGGS
My Comm. Exp. March 4, 2005

Word 1520021.1

SCHEDULE A

Mark	Registration Number	Registration Date
Canada Business Phone	2,110,072	10/28/97
Canada Home Phone	2,046,753	03/18/97
List Match	2,045,003	03/11/97
ListMagic	2,013,690	11/05/96
PopPhone	2,132,390	01/27/98
Pro CD	2,013,407	11/05/96
ProCD	1,901,521	06/27/95
ProCD and Design	2,021,865	12/10/96
Pro CD Internet Directory	2,151,703	04/21/98
Select Mail	2,064,063	05/20/97
Select Phone	2,010,441	10/22/96
Select Street Atlas	2,041,370	02/25/97
SmartFind	2,013,689	11/05/96
ZipFix	2,102,031	09/30/97