

FORM PTO-1594
(Rev. 6-93)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0551-0011 (exp. 4/94)

Atty Docket No. G2370.270388

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

1. Name of conveying party(ies):

Law.Com Content, LLC

- Individuals(s)
- General Partnership
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 10, 2002

2. Name and address of receiving party(ies)

Name: **General Electric Capital Corporation**

Internal Address: **Suite 700**

Street Address: **2325 Lakeview**

City: **Alpharetta** State: **GA** Zip: **30004-1976**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A

Additional names(s) & address(es) attached? Yes No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)
75/903,618

B. Trademark Registration No.(s)
2,347,810; 2,347,823; 2,047,125; 2,416,623;
2,458,716; 2,353,278

Additional numbers attached? Yes No

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

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**

Suite 2800

Street Address: **1100 Peachtree Street**

City: **Atlanta** State: **GA** Zip: **30309**

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41).....\$ **190.00**

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

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.

Valetta A. Northcutt

Name of Person Signing

Signature

Date

Valetta A. Northcutt

8/16/02

Total number of pages including cover sheet, attachments, and document **6**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of June 10, 2002, between LAW.COM CONTENT, LLC, a Delaware limited liability company, having offices at 153 Kearny Street, 6th Floor, San Francisco, CA 94108 ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, having offices at 2325 Lakeview, Suite 700, Alpharetta, Georgia 30004-1976, as agent ("Agent") for itself and the Lenders under the Credit Agreement (each as defined below).

WITNESSETH:

WHEREAS, Agent and Lenders have agreed to make the Loans and incur Letter of Credit Obligations as provided for that certain Credit Agreement dated as of May 1, 2002, by and among The New York Law Publishing Company, American Lawyer Media Holdings, Inc., American Lawyer Media, Inc., the Lenders and Agent (as the same may hereafter be amended, restated, supplemented or replaced from time to time, the "Credit Agreement"); and

WHEREAS, Agent's consent to the acquisition of Grantor by American Lawyer Media, Inc. was subject to Grantor agreeing to become a Credit Party under the Credit Agreement and granting a continuing security interest on its trademark rights and related assets of Grantor in accordance with the terms of this Agreement to secure the Obligations;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, Grantor hereby agrees that all capitalized terms used herein (and not otherwise expressly defined herein) shall have the meanings given such terms in the Credit Agreement, and Grantor and Agent hereby further agree as follows:

1. **Grant of Lien.** To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of Lenders, a Lien upon all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor, and whether owned or consigned by or to, or leased from or to, Grantor, and regardless of where located (all of which being hereinafter collectively referred to as the "Trademark Collateral"), including without limitation:

- (i) all Trademarks, including further without limitation those set forth on Schedule I hereto; and
- (ii) to the extent not otherwise included, all Proceeds, tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and products of the foregoing and all

accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

2. **Security Agreement.** The security interest granted by Grantor pursuant to this Agreement is granted in conjunction with the security interest granted by Grantor to Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Grantor and Agent expressly agree that the security interests granted by Grantor in the Trademark Collateral under this Agreement and the Security Agreement (as supplemented by the Additional Grantor Acknowledgement dated as of May 9, 2002 made by Grantor) are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law and the exercise by the Agent or the Lenders of any rights or remedies with respect to any of the Trademark Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and those of the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

[Remainder of page intentionally left blank]

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

LAW.COM CONTENT, LLC

By: [Signature]
Name: Allison Hoffman
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

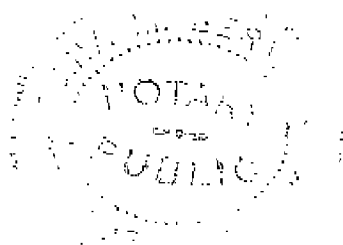
STATE OF New York
COUNTY OF New York

Before me, the undersigned, a Notary Public in and for the state and aforesaid, on this 10th day of June, 2002, personally appeared Allison Hoffman and who, being by me duly sworn, deposes and says that he or she is the Vice President of Law.com Content, LLC and that said instrument was signed on behalf of said company by authority of its Sole Member, and said officer acknowledged said instrument to be the free act and deed of said company. He or she is personally known to me or has produced a _____ driver's license as identification.

[Signature]
Notary Public

My commission expires:

ANA M. BERMEQ
Notary Public, State of New York
No. 01BE6049192
Qualified in Kings County
Commission Expires Oct. 10, 2002
Certificate filed in New York County



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

LAW.COM CONTENTS LLC

By: [Signature]
Name: Allison Hoffmann
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: [Signature]
Name: Steven J. Heise
Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York

COUNTY OF New York

Before me, the undersigned, a Notary Public in and for the state and aforesaid, on this 10th day of June, 2002, personally appeared Allison Hoffmann and who, being by me duly sworn, deposes and says that he or she is the Vice President of Law.com Content, LLC and that said instrument was signed on behalf of said company by authority of its Sole Member, and said officer acknowledged said instrument to be the free act and deed of said company. He or she is personally known to me or has produced a _____ driver's license as identification.

[Signature]
Notary Public

My commission expires:

ANA M. BERMEO
Notary Public, State of New York
No. 07BE6049192
Qualified in Kings County
Commission Expires Oct. 10, 2002
Certificate filed in New York County.

Trademarks For Law.com Companies

TRADEMARK	COUNTRY	REG. NO.
DELAUNET.COM	US	2347810
DELAUNET.COM	US	2347823
LAW.COM and Design	US	(75/903618)
LEGAL.ONLINE	US	2047125
PALAWNET	US	2416623
LAW.COM	US	2458716
YOUR PORTAL TO THE LAW	US	2353278
Law.com and Design	EU	001524719



**KILPATRICK
STOCKTON LLP**

Attorneys at Law

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www.KilpatrickStockton.com

August 17, 2002

direct dial 404 815 6170
VNorthcutt@KilpatrickStockton.com

FAX

RECIPIENT/ PHONE NO.	FAX NO.	COMPANY/ CITY, STATE, COUNTRY
Assignment Division	703-306-5995	U.S. Patent & Trademark Office Arlington, VA

Val Northcutt, Trademark Paralegal

FROM

7

PAGES (WITH COVER)

1527

REFERENCE NO

G2370.270388

CLIENT/MATTER NO.

PLEASE CALL 404 815 6497 IF YOU HAVE DIFFICULTY WITH THIS TRANSMISSION.

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COMMENTS

PLEASE FILE THE ATTACHED.

TO BE COMPLETED BY KS OPERATIONS CENTER

TRANSMISSION RECEIPT DATE/TIME: _____

COMPLETED BY: _____ JOB CODE _____