

09-10-2002

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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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):
CBM Trade, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Joinder to Intellectual Property Security Agreement (orig. filed 1/10/02)
- Merger
- Change of Name

Execution Date: July 16, 2002

2. Name and address of receiving party(ies)

Name: FLEET NATIONAL BANK

Internal 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1927364,
1934844, 1945036, 1972208

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 LA Coord

Internal Address: _____

Street Address: Palmer & Dodge LLP
111 Huntington Avenue

City: Boston State: MA Zip: 02199-7613

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature
09/09/2002 DBYRNE 00000161 1927364

Jean M. Maxwell, Trademark LA Coordinator
Name of Person Signing

Jean Maxwell
Signature

September 5, 2002
Date

49

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

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

JOINDER TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS JOINDER TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Joinder”), is dated as of July 16, 2002 and is made by CBM Trade, Inc., a Delaware corporation (the “Additional Pledgor”), in favor of FLEET NATIONAL BANK as Administrative Agent (the “Agent”) for the Lenders under the Credit Agreement described below. All capitalized terms not defined herein shall have the meaning ascribed to them in the Intellectual Property Security Agreement described below.

WITNESSETH:

WHEREAS, Commonwealth Business Media, Inc., a Delaware corporation (the “Borrower”), certain affiliates of the Borrower (the “Guarantors” and, together with the Borrower, the “Credit Parties”), the lenders party thereto (the “Lenders”) and the Agent are parties to a Credit Agreement dated as of November 16, 2001 as amended by the First Amendment to Credit Agreement and Waiver dated as of May 7, 2002 and the Second Amendment to Credit Agreement and Waiver dated as of the date hereof (as further amended from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed, subject to the terms and conditions set forth therein, to make certain Loans (as defined in the Credit Agreement) to the Borrower and the Agent has agreed, subject to the terms and conditions set forth therein, to issue Letters of Credit (as defined in the Credit Agreement) for the accounts of the Credit Parties; and

WHEREAS, in connection with the Credit Agreement, the Credit Parties have entered into the Intellectual Property Security Agreement, dated as of November 16, 2001 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), in favor of the Agent for the benefit of the Lenders; and

WHEREAS, the Additional Pledgor has this day executed a Joinder to Credit Agreement agreed and become a party to the Credit Agreement as a “Guarantor” thereunder; and

WHEREAS, the Additional Pledgor has agreed to execute and deliver this Joinder, to become a party to the Intellectual Property Security Agreement and to grant security interests in favor of the Agent and the Lenders as security for the obligations of the Credit Parties in accordance with the terms of the Intellectual Property Security Agreement.

NOW, THEREFORE, IT IS AGREED:

1. Intellectual Property Security Agreement. By executing and delivering this Joinder, the Additional Pledgor hereby becomes a party to the Intellectual Property Security Agreement as a “Pledgor” with the same force and effect as if originally named therein as a “Pledgor” and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a “Guarantor” under the Credit Agreement. In furtherance of the foregoing, the Additional Pledgor, as security for the Secured Obligations (as defined in the Intellectual Property Security Agreement), subject to Section 1 of the Intellectual Property Security Agreement, does hereby create and grant to the Agent for itself and for the benefit of the other Secured Parties (as defined in the Intellectual Property Security Agreement) a continuing security interest in all of the Additional Pledgor’s right, title and interest, whether now existing

or hereafter acquired, in and to the Pledged Collateral (as defined in the Intellectual Property Security Agreement) of the Additional Pledgor to secure all of the Secured Obligations (as defined in the Intellectual Property Security Agreement). The information on Schedules A, B, C, D, E, F and G attached hereto is hereby added to the appropriate Schedules to the Intellectual Property Security Agreement. The Additional Pledgor hereby represents and warrants that each of the representations and warranties contained in the Intellectual Property Security Agreement is true and correct on and as the date hereof (after giving effect to this Joinder) as if made on and as of such date.

2. Governing Law. THIS JOINDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF MASSACHUSETTS.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to Intellectual Property Security Agreement to be duly executed and delivered as a sealed instrument as of the date first above written.

CBM TRADE, INC.

By: 
Name: ALAN GLASS
Title: PRESIDENT

AMENDED SCHEDULE A

PATENTS
(including exclusive and nonexclusive licenses)

None.

Amended Schedule for Intellectual Property Security Agreement

3408734

TRADEMARK
REEL: 002578 FRAME: 0313

TRADEMARKS & SERVICE MARKS

(including registrations and applications and exclusive and nonexclusive licenses)

Trademarks

Trademarks Acquired in Trade Acquisition

1. Trademark for TRADE Business Intelligence (& Design) – US Reg. No. 1,927,364
2. Trademark for TRADE Intelligence – US Reg. No. 1,934,844
3. Trademark for TRADE Surveillance – US Reg. No. 1,945,036
4. Trademark for TRADE Watch (Stylized) – US Reg. No. 1,972,208
5. Trademark for TRADE Reporting and Data Exchange, Inc. – Canadian Reg. No. 457,776
6. Trademark for TRADE Reporting and Data Exchange, Inc. – Korean Reg. No. 323805
7. Trademark for TRADE Business Intelligence (and Design) – Korean Reg. No. 323803
8. Trademark for TRADE Reporting and Data Exchange, Inc. – Korean Reg. No. 323804
9. Trademark for TRADE Business Intelligence (& Design) – Korean Reg. No. 30311
10. Trademark for TRADE Watch – Korean Reg. No. 30313
11. Trademark for TRADE Watch – Korean Reg. No. 30315
12. Trademark for TRADE Surveillance – Korean Reg. No. 30314
13. Trademark for TRADE Surveillance – Korean Reg. No. 30312
14. Trademark for TRADE Business Intelligence (and design) – Canadian Trademark Registration No. TMA478,496

COPYRIGHTS

(including registrations and applications and exclusive and nonexclusive licenses)

Copyright Registrations

Copyrights Acquired in Trade Acquisition

1. Copyright for TRADE Logo with compass rose & globe – US Registration No. VA-688-965.

The unregistered common law trademarks, tradenames and copyrights for the following, and goodwill associated therewith, rights thereunder, remedies against infringements thereof and rights to protection of interests therein under the applicable Laws of all jurisdictions:

- (1) Trade Reporting and Data Exchange
- (2) TRADE
- (3) T.R.A.D.E.
- (4) any derivations using any of the foregoing root marks

Copyrights Registered Since November 16, 2001

See attached.

WEBSITES AND DOMAIN NAMES

Websites Acquired in Trade Acquisition

tradeinfo.com

Domain Names

Domain Names Acquired in Trade Acquisition

1. The Internet domain name "tradeinfo.com", any other domain name with the root "tradeinfo" and all hypertext markup language files, graphics, pages, text files and documentation associated with the related Internet websites except to the extent unrelated to the operation of Trade Reporting and Data Exchange, Inc.'s data content division.

LIENS

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 October 18, 2000, as amended.

MATERIAL CLAIMS

None.

**ADMINISTRATIVE CONTACTS
AT NETWORK SOLUTIONS INC. USED IN CONNECTION WITH THE
REGISTRATION OF DOMAIN NAMES**

See attached.

Amended Schedule for Intellectual Property Security Agreement

3408734

CBM

Currently Registered Domain Names

<u>Domain Name</u>	<u>Host - DNS</u>	<u>DNS IP ADDRESS</u>	<u>Company</u>
atlanticshipper.com	ns2.intermedia.net	207.5.44.2	Intermedia
atlanticshipper.net	ns2.intermedia.net	207.5.44.2	Intermedia
erailresource.com	ns2.intermedia.net	207.5.44.2	Intermedia
forwarderslist.com	ns2.intermedia.net	207.5.44.2	Intermedia
intermodalguide.com	ns2.intermedia.net	207.5.44.2	Intermedia
intermodalregister.com	ns2.intermedia.net	207.5.44.2	Intermedia
motorcarrier.com	ns2.intermedia.net	207.5.44.2	Intermedia
musicalamerica.com	ns2.intermedia.net	207.5.44.2	Intermedia
pacificshipper.com	ns2.intermedia.net	207.5.44.2	Intermedia
plro.com	ns2.intermedia.net	207.5.44.2	Intermedia
pocketlist.com	ns2.intermedia.net	207.5.44.2	Intermedia
railregister.com	ns2.intermedia.net	207.5.44.2	Intermedia
railresource.com	ns2.intermedia.net	207.5.44.2	Intermedia
railresource.net	ns2.intermedia.net	207.5.44.2	Intermedia
therailresource.com	ns2.intermedia.net	207.5.44.2	Intermedia
therailresource.net	ns2.intermedia.net	207.5.44.2	Intermedia
transportexecs.com	ns2.intermedia.net	207.5.44.2	Intermedia
combizmedia.com	ns2.intermedia.net	207.5.44.2	Intermedia
cbizmedia.com	ns2.intermedia.net	207.5.44.2	Intermedia
commonwealthbiz.com	ns2.intermedia.net	207.5.44.2	Intermedia
commonwealthbusinessmedia.com	ns2.intermedia.net	207.5.44.2	Intermedia
customsguide.com	ns2.intermedia.net	207.5.44.2	Intermedia
customhouseguide.com	ns2.intermedia.net	207.5.44.2	Intermedia
officialexportguide.com	ns2.intermedia.net	207.5.44.2	Intermedia
railclassifiedsplus.com	ns2.intermedia.net	207.5.44.2	Intermedia
railclassifieds.net	ns2.intermedia.net	207.5.44.2	Intermedia
railclassified.com	ns2.intermedia.net	207.5.44.2	Intermedia
railclassified.net	ns2.intermedia.net	207.5.44.2	Intermedia
canadiansailings.com	ns2.intermedia.net	207.5.44.2	Intermedia

<u>Location</u>	<u>Created</u>	<u>Expires</u>
953 Industrial Ave., Palo Alto, CA 94303	June 4, 1999	June 4, 2003
953 Industrial Ave., Palo Alto, CA 94303	June 4, 1999	June 4, 2003
953 Industrial Ave., Palo Alto, CA 94303	June 27, 2000	June 27, 2002
953 Industrial Ave., Palo Alto, CA 94303	March 4, 1997	March 5, 2003
953 Industrial Ave., Palo Alto, CA 94303	March 4, 1997	March 5, 2003
953 Industrial Ave., Palo Alto, CA 94303	March 6, 1997	March 7, 2003
953 Industrial Ave., Palo Alto, CA 94303	March 4, 1997	March 5, 2003
953 Industrial Ave., Palo Alto, CA 94303	March 4, 1997	March 5, 2003
953 Industrial Ave., Palo Alto, CA 94303	October 30, 1996	October 31, 2003
953 Industrial Ave., Palo Alto, CA 94303	May 2, 2000	May 2, 2003
953 Industrial Ave., Palo Alto, CA 94303	March 4, 1997	March 5, 2003
953 Industrial Ave., Palo Alto, CA 94303	March 4, 1997	March 5, 2003
953 Industrial Ave., Palo Alto, CA 94303	June 27, 2000	June 27, 2002
953 Industrial Ave., Palo Alto, CA 94303	June 27, 2000	June 27, 2002
953 Industrial Ave., Palo Alto, CA 94303	June 27, 2000	June 27, 2002
953 Industrial Ave., Palo Alto, CA 94303	June 27, 2000	June 27, 2002
953 Industrial Ave., Palo Alto, CA 94303	June 27, 2000	June 27, 2002
953 Industrial Ave., Palo Alto, CA 94303	March 5, 1997	March 6, 2003
953 Industrial Ave., Palo Alto, CA 94303	August 8, 2000	August 8, 2002
953 Industrial Ave., Palo Alto, CA 94303	August 8, 2000	August 8, 2002
953 Industrial Ave., Palo Alto, CA 94303	August 8, 2000	August 8, 2002
953 Industrial Ave., Palo Alto, CA 94303	October 20, 2000	October 20, 2002
953 Industrial Ave., Palo Alto, CA 94303	March 4, 1997	March 5, 2003
953 Industrial Ave., Palo Alto, CA 94303	April 2, 2001	April 2, 2003
953 Industrial Ave., Palo Alto, CA 94303	April 2, 2001	April 2, 2003
953 Industrial Ave., Palo Alto, CA 94303	February 2, 2001	February 2, 2003
953 Industrial Ave., Palo Alto, CA 94303	February 2, 2001	February 2, 2003
953 Industrial Ave., Palo Alto, CA 94303	February 2, 2001	February 2, 2003
953 Industrial Ave., Palo Alto, CA 94303	February 2, 2001	February 2, 2003
953 Industrial Ave., Palo Alto, CA 94303	June 27, 2000	June 27, 2002

Administrative Contact Technical Contact Billing Contact

Pablo Ortiz	Pablo Ortiz	Pablo Ortiz
Pablo Ortiz	Pablo Ortiz	Pablo Ortiz
Don McCaughey	Don McCaughey	Don McCaughey
Pablo Ortiz	Pablo Ortiz	Pablo Ortiz
Pablo Ortiz	Pablo Ortiz	Pablo Ortiz
Pablo Ortiz	Pablo Ortiz	Pablo Ortiz
Pablo Ortiz	Pablo Ortiz	Pablo Ortiz
Pablo Ortiz	Pablo Ortiz	Pablo Ortiz
Pablo Ortiz	HO2936-ORG	Pablo Ortiz
Pablo Ortiz	Pablo Ortiz	Pablo Ortiz
Pablo Ortiz	Pablo Ortiz	Pablo Ortiz
Pablo Ortiz	Pablo Ortiz	Pablo Ortiz
Don McCaughey	Don McCaughey	Don McCaughey
Don McCaughey	Don McCaughey	Don McCaughey
Don McCaughey	Don McCaughey	Don McCaughey
Don McCaughey	Don McCaughey	Don McCaughey
Pablo Ortiz	Pablo Ortiz	Pablo Ortiz
Don McCaughey	Don McCaughey	Don McCaughey
Don McCaughey	Don McCaughey	Don McCaughey
Don McCaughey	Don McCaughey	Don McCaughey
Don McCaughey	Don McCaughey	Don McCaughey
Don McCaughey	Don McCaughey	Don McCaughey
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Don McCaughey	Don McCaughey	Don McCaughey
Don McCaughey	Don McCaughey	Don McCaughey
Don McCaughey	Don McCaughey	Don McCaughey

JoC/PIERS
Currently Registered Domain Names

<u>Domain Name</u>	<u>Host - DNS</u>	<u>DNS IP ADDRESS</u>	<u>Company</u>
aircargo-online.com	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
aircargoworld.com	NS.COMDISCO.NET	216.52.146.227	Comdisco.net
floridashipper.com	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
globalpiers.com	NS.COMDISCO.NET	216.52.146.227	Comdisco.net
gulfshipper.com	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
joc.com	NS.COMDISCO.NET	216.52.146.227	Comdisco.net
jocdata.com	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
joc-ecri.com	NS.COMDISCO.NET	216.52.146.227	Comdisco.net
jocglobaltransportanalyzer.com	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
jocgta.com	NS.COMDISCO.NET	216.52.146.227	Comdisco.net
joconline.com	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
jocstats.com	NS.COMDISCO.NET	216.52.146.227	Comdisco.net
joc-week.com	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
jocweek.net	NS.COMDISCO.NET	216.52.146.227	Comdisco.net
joc-week.net	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
jocweekonline.com	NS.COMDISCO.NET	216.52.146.227	Comdisco.net

tickleronline.com
trafficworld.com
weblogistics.com
webtradedata.com
webtransport.com

NS3.COMDISCO.NET
NS.COMDISCO.NET
NS3.COMDISCO.NET
NS.COMDISCO.NET
NS3.COMDISCO.NET
NS.COMDISCO.NET
NS3.COMDISCO.NET
NS.COMDISCO.NET
NS.COMDISCO.NET
NS3.COMDISCO.NET
NS.COMDISCO.NET

216.52.147.75
216.52.146.227
216.52.147.75
216.52.146.227
216.52.147.75
216.52.146.227
216.52.147.75
216.52.146.227
216.52.147.75
216.52.146.227
216.52.147.75

Comdisco.net
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Comdisco.net
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<u>Location</u>	<u>Created</u>	<u>Expires</u>	<u>Administrative Contact</u>	<u>Technical Contact</u>
777 Central Blvd., Carlstadt, NJ 07072	Dec. 5, 2001	Dec. 5, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 5, 2001	Dec. 5, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2003	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Jul. 17, 1998	Jul. 17, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	May 17, 2000	May 17, 2002	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Jan. 25, 2001	Jan. 25, 2006	Stephen Adams	Dongdong Chen

777 Central Bluvd., Carlstadt, NJ 07072	Dec. 5, 2001	Dec. 5, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	May 16, 2000	May 16, 20002	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Jul. 11, 1998	Jul. 11, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 5, 2001	Dec. 5, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	17-May-00	17-May-02	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	17-May-00	17-May-02	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	17-May-00	17-May-02	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	17-May-00	17-May-02	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 5, 2001	Dec. 5, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen

777 Central Bluvd., Carlstadt, NJ 07072	Dec. 5, 2001	Dec.5, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 5, 2001	Dec. 5, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec.5. 2001	Dec. 5. 2003	Stephen Adams	Dongdong Chen

JoC/PIERS
Currently Registered Domain Names

<u>Domain Name</u>	<u>Host - DNS</u>	<u>DNS IP ADDRESS</u>	<u>Company</u>
aircargo-online.com	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
aircargoworld.com	NS.COMDISCO.NET	216.52.146.227	Comdisco.net
floridashipper.com	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
globalpiers.com	NS.COMDISCO.NET	216.52.146.227	Comdisco.net
gulfshipper.com	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
joc.com	NS.COMDISCO.NET	216.52.146.227	Comdisco.net
jocdata.com	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
joc-ecri.com	NS.COMDISCO.NET	216.52.146.227	Comdisco.net
jocglobaltransportanalyzer.com	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
jocgta.com	NS.COMDISCO.NET	216.52.146.227	Comdisco.net
joconline.com	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
jocstats.com	NS.COMDISCO.NET	216.52.146.227	Comdisco.net
joc-week.com	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
jocweek.net	NS.COMDISCO.NET	216.52.146.227	Comdisco.net
joc-week.net	NS3.COMDISCO.NET	216.52.147.75	Comdisco.net
jocweekonline.com	NS.COMDISCO.NET	216.52.146.227	Comdisco.net

tickleronline.com

trafficworld.com

weblogistics.com

webtradedata.com

webtransport.com

NS3.COMDISCO.NET
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216.52.147.75
216.52.146.227
216.52.147.75
216.52.146.227
216.52.147.75

Comdisco.net

Comdisco.net

Comdisco.net

Comdisco.net

Comdisco.net

TRADEMARK

REEL: 002578 FRAME: 0332

<u>Location</u>	<u>Created</u>	<u>Expires</u>	<u>Administrative Contact</u>	<u>Technical Contact</u>
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 5, 2001	Dec. 5, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 5, 2001	Dec. 5, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2003	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Jul. 17, 1998	Jul. 17, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	May 17, 2000	May 17, 2002	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Jan. 25, 2001	Jan. 25, 2006	Stephen Adams	Dongdong Chen

777 Central Blvd., Carlstadt, NJ 07072	Dec. 5, 2001	Dec. 5, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	May 16, 2000	May 16, 20002	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Jul. 11, 1998	Jul. 11, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 5, 2001	Dec. 5, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	17-May-00	17-May-02	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	17-May-00	17-May-02	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	17-May-00	17-May-02	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	17-May-00	17-May-02	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 5, 2001	Dec. 5, 2003	Stephen Adams	Dongdong Chen
777 Central Blvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen

777 Central Bluvd., Carlstadt, NJ 07072	Dec. 5, 2001	Dec.5, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 5, 2001	Dec. 5, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec. 4, 2001	Dec. 4, 2003	Stephen Adams	Dongdong Chen
777 Central Bluvd., Carlstadt, NJ 07072	Dec.5. 2001	Dec. 5. 2003	Stephen Adams	Dongdong Chen

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:

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 "Journal 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