

Form PTO 1594
(Rev. 8-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
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):
Infotrieve, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation of California
 Other

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: January 21, 2003

2. Name and address of receiving party(ies):
Name: The Research Libraries Group, Inc.
Internal Address:
Street Address: 1200 Villa Street
City, State: Zip: Mountain View, California 94041

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation- Connecticut Nonstock Corporation
 Other - Delaware Limited Liability Company

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)

Additional numbers attached? Yes No

B. Trademark registration No.(s)
1,724,596

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Francis J. Duffin
Internal Address: Wiggin & Dana LLP
Street Address: One Century Tower
City: New Haven, State: CT Zip: 06508-1832

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that, on the date indicated below, this document was transmitted via telefacsimile to: Commissioner of Patent & Trademarks, Box Assignments, via telefacsimile to telefacsimile no. 703-306-5995.

Francis J. Duffin
Name (Print) Signature

January 24, 2003
(Date of Signature)

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: 23-1665
(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.

Francis J. Duffin
Name of Person Signing

Francis J. Duffin
Signature Date *1/24/2003*

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
(Submitted Via Telefacsimile)

2884\200\383321.1

Execution Version**SECURITY AGREEMENT**

THIS SECURITY AGREEMENT (the "Security Agreement") is entered into as of January 21, 2003, by and between The Research Libraries Group, Inc., a Connecticut nonstock corporation ("Secured Party") and Infotrieve, Inc., a California corporation ("Buyer").

RECITALS

A. Secured Party and Buyer are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), of even date herewith pursuant to which Buyer has issued to Secured Party, a promissory note, of even date herewith (such note, as the same may be modified, amended, supplemented or restated from time to time, the "Note") in the aggregate principal amount of \$375,000. All terms not otherwise defined herein shall have the meaning set forth in the Asset Purchase Agreement.

B. As security for the payment and performance of its obligations to the Secured Party under the Note and the Earnout Payment under the Asset Purchase Agreement, it is the intent of Buyer to grant to Secured Party a security interest in all of the Collateral (as defined in Section 2).

C. In furtherance of this Security Agreement, Buyer, Secured Party and EscrowTech International, Inc. ("Escrow Agent") have entered into that certain Software Escrow Agreement dated January 21, 2003 (the "Escrow Agreement"), concerning the Software and the Documentation (the "Escrowed Collateral").

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer hereby agrees as follows:

1. **Grant of Security Interest.** Buyer hereby pledges and grants to Secured Party a security interest in the Collateral (as defined in Section 2) to secure payment and performance of the Obligations (as defined in Section 3).
2. **Collateral.** The collateral shall consist of the Acquired Assets, including, without limitation, the Escrowed Collateral, but specifically excluding any and all receivables or proceeds of any of the foregoing, except for proceeds arising in connection with the sale of all or substantially all of the Acquired Assets (all of the same being hereinafter called, the "Collateral"). Secured Party's security interest in the Collateral shall automatically terminate and all appropriate UCC termination statements and any other filings necessary to reflect the termination of Secured Party's security interest in the Collateral shall be filed in the appropriate governmental offices upon the full payment, performance, satisfaction or termination of the Obligations (as defined below); and Secured Party shall take all such actions as Buyer reasonably requests from time to time to effect such termination and release.

3. **Obligations.** The obligations of Buyer secured by this Security Agreement shall consist of any and all debts, obligations and liabilities of Buyer to Secured Party, whether now existing or hereafter arising, voluntary or involuntary, whether or not jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, which are created or incurred, arising out of, connected with or related to the Note and the Earnout Payment, including, without limitation, this Security Agreement and all amendments of the Note (collectively, the "Obligations").

4. **Representations and Warranties.** Buyer hereby represents and warrants to Secured Party as of the date hereof, that (a) Buyer has full power and authority to execute this Security Agreement and perform its obligations hereunder, and to subject the Collateral to the security interest created hereby; (b) this Security Agreement is effective to create a valid first priority security interest and, upon the filing of the appropriate financing statements, a perfected first priority security interest in favor of Secured Party in the Collateral, in each case for the benefit of the Secured Party; (c) all action by Buyer necessary to protect and perfect such security interest has been duly taken; and (d) the Collateral is free and clear of all Liens created by Buyer, other than the Lien created by this Security Agreement and pursuant to the Loan and Security Agreement dated January 16, 2002 among Buyer, Advanced Information Consultants, Inc. and Silicon Valley Bank (and any extension, replacement, or refinancing thereof).

5. **Covenants of Buyer.** Buyer hereby agrees (a) to do all acts that may be necessary to maintain, preserve and protect the Collateral and not to fail to renew and not to abandon any Collateral; (b) to pay promptly prior to delinquency all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting any Collateral; (c) to notify Secured Party in writing thirty (30) days prior to any change in Buyer's name, corporate organizational structure or place of business, or, if Buyer has more than one place of business, its chief executive office; (d) to procure, execute and deliver from time to time any endorsements, assignments (including, without limitation, any trademark assignments), financing statements and other writings reasonably necessary to perfect, maintain and protect Buyer's security interest hereunder and the priority thereof; (e) not to sell, encumber or otherwise dispose of or transfer any Collateral or right or interest therein except in the ordinary course of business or as provided hereinafter or in the Asset Purchase Agreement; (f) to deposit a copy of the Escrowed Collateral with the Escrow Agent pursuant to the Escrow Agreement; (g) to keep the records concerning the Collateral at the location(s) set forth in Section 13 and not to remove the records from such location(s) without fifteen (15) days prior written notice to Secured Party; (h) to comply with all laws, regulations and ordinances relating to the possession and control of the Collateral; and (i) instruct the Escrow Agent to release the Escrowed Collateral to Secured Party upon the occurrence of an Event of Default and the exercise of Secured Party's remedies under Section 7 hereof.

6. **Authorized Action by Secured Party.** Upon the occurrence of an Event of Default (as defined below), Buyer hereby designates and appoints Secured Party as attorney-in-fact of Buyer irrevocably and with power of substitution, with authority to execute and deliver for and on behalf of Buyer any and all instruments, documents, agreements and other writings necessary or advisable for the exercise on behalf of Buyer of any rights, benefits or options created or existing under or pursuant to this Security Agreement; provided, that Secured Party shall deliver to the Company a copy of any such instruments, documents, agreements and other writings. This

power of attorney being coupled with an interest is irrevocable while any of the Obligations shall remain unpaid. It is further agreed and understood between the parties hereto that such care as Secured Party gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Secured Party's control.

7. Default and Remedies. An "Event of Default" shall mean: (a) Buyer shall fail to pay any Earnout Payment required under the Asset Purchase Agreement within ten days after payment of such amount is due; (b) an "Event of Default" has occurred under the Note; or (c) Buyer shall have breached its covenants in Section 5(a), (c), (d), (f), (g) or (h). Upon the occurrence of an Event of Default, Secured Party may, at its option, do any one or more of the following:

(a) foreclose or otherwise enforce Secured Party's security interest in any manner permitted by law, or provided for in this Security Agreement; (b) sell, lease or otherwise dispose of any Collateral at one or more public or private sales, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Secured Party may determine; (c) exercise its rights under Section 6.12 of the Asset Purchase Agreement and (d) recover from Buyer all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred or paid by Secured Party in exercising any right, power or remedy provided by this Security Agreement or by law. Upon the occurrence of an Event of Default, Buyer agrees to execute any and all documents reasonably requested by Secured Party to enable it to exercise its rights hereunder, including, without limitation, execution and delivery of any and all documents required pursuant to the Escrow Agreement.

8. Cumulative Rights. The rights, powers and remedies of Secured Party under this Security Agreement shall be in addition to all rights, powers and remedies given to Secured Party by virtue of any statute or rule of law, the Note or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Party's security interest in the Collateral.

9. Waiver. Any forbearance or failure to delay by Secured Party in exercising any right, power or remedy shall not preclude the further exercise thereof, and every right, power or remedy of Secured Party shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by Secured Party.

10. Successors and Assigns; Amendment. This Security Agreement and all rights and obligations hereunder shall be binding upon Buyer and its successors and assigns, and shall inure to the benefit of Secured Party and its respective successors and assigns. Neither this Security Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Security Agreement and to the provisions so modified or limited, and executed by the parties hereto.

11. Entire Agreement; Severability. This Security Agreement and the Note contain the entire agreement between Secured Party and Buyer with regard to the subject matter hereof. If any of the provisions of this Security Agreement shall be held invalid or unenforceable, this Security Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

12. Choice of Law; Venue. THIS SECURITY AGREEMENT AND ALL AMENDMENTS, SUPPLEMENTS, WAIVERS AND CONSENTS RELATING HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. Where applicable and except as otherwise defined herein, terms used herein shall have the meanings given them in the California Uniform Commercial Code. The court and authority of the United States District Court for the Central District of California shall have sole and exclusive jurisdiction and venue over all controversies that may arise with respect to this Security Agreement and that certain Note of even date herewith made by Buyer in favor of Secured Party.

13. Residence; Trade Name; Collateral Location Records. Buyer represents and warrants that its chief executive office is located at the address set forth on the signature page to this Security Agreement.

14. Notice. All notices and other communications required to be delivered to any party (a) must be in writing, (b) must be personally delivered, transmitted by a recognized courier service or transmitted by facsimile, and (c) must be directed to such party at its address or facsimile number set forth on the signature pages to this Security Agreement. All notices will be deemed to have been duly given and received on the date of delivery if delivered personally, three (3) days after delivery to the courier if transmitted by courier, or the date of transmission with confirmation if transmitted by facsimile, whichever occurs first. Any party may change its address or facsimile number for purposes hereof by notice to all other parties.

15. Miscellaneous. This Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Security Agreement may only be amended by a writing duly executed by the parties hereto. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Security Agreement as of the date first set forth above.

“Buyer”
INFOTRIEVE, INC.,
a California corporation

“Secured Party”
THE RESEARCH LIBRARIES GROUP, INC.

By: 
Joseph Bashoura
Co-Chairman

By: _____
James Michalko
President

Address:
10850 Wilshire Blvd, 8th Floor
Los Angeles, CA 90024
Attn: Chief Executive Officer
Facsimile: (310) 234-9582


Address:
1200 Villa Street
Mountain View, CA 94041
Attn: Chief Financial Officer
Facsimile: (650) 964-0943

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Security Agreement as of the date first set forth above.

“Buyer”
INFOTRIEVE, INC.,
a California corporation

“Secured Party”
THE RESEARCH LIBRARIES GROUP, INC.

By: _____
Joseph Bashoura
Co-Chairman

By:  _____
James Michalko
President

Address:
10850 Wilshire Blvd, 8th Floor
Los Angeles, CA 90024
Attn: Chief Executive Officer
Facsimile: (310) 234-9582

Address:
1200 Villa Street
Mountain View, CA 94041
Attn: Chief Financial Officer
Facsimile: (650) 964-0943