05-07-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

102441058

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies): 5.2.03

Special Data Processing Corporation

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

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

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association, as Administrative Agent

Internal Address:

Street Address: 201 S. College Street, CP-8

City: Charlotte State: NC Zip: 28288

- [ ] Individual(s) citizenship
- [x] Association national banking 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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 04/25/2003

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

A. Trademark Application No.(s) 76/365405
76/404021, 76/404022

B. Trademark Registration No.(s) 2555999
2570110, 2589815, 2620909

Additional number(s) attached [ ] Yes [x] No

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

Name: David R. Lapp, Esq.

Internal Address:

Kennedy Covington Lobdell & Hickman, L.L.P.

Street Address: 214 N. Tryon Street, 47th FL

City: Charlotte State: NC Zip: 28202

6. Total number of applications and registrations involved: 7

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

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

David R. Lapp, Esq.
Name of Person Signing

David R. Lapp
Signature

4/25/03
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

05/06/2003 GTON11 00000099 76365405

01 FC:8521 40.00 OP
02 FC:8522 150.00 OP

TRADEMARK SECURITY AGREEMENT

WHEREAS, SPECIAL DATA PROCESSING CORPORATION, a corporation organized under the laws of Florida (the "Grantor"), owns the Trademarks and the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to a Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of July 16, 1999 among the Grantor, such Lenders party thereto (collectively, the "Lenders") and Wachovia Bank, National Association (f/k/a First Union National Bank), as administrative agent for the ratable benefit of itself and the Lenders (the "Administrative Agent"), the Lenders have agreed to extend certain Loans according to the terms and conditions more particularly described in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Amended and Restated Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement;" all capitalized terms defined in the Credit Agreement or the Guarantee and Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Guarantee and Collateral Agreement), between the Grantor, USApubs, Inc. (f/k/a USApubs.com, Inc.), and certain of their Subsidiaries and the Administrative Agent, the Grantor has granted to the Administrative Agent, for the ratable benefit of itself and the Lenders, a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Administrative Agent, for the ratable benefit of itself and the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter created or acquired in order to secure the Obligations referred to herein:

(1) each Trademark, including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future

(a) infringement or dilution of any Trademark including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto and the trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark or trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 25th day of April, 2003.

SPECIAL DATA PROCESSING CORPORATION

By: _____
Name: J. Michael Capito
Title: CFO/ Secretary

Agreed and Accepted as of the
_____ day of April, 2003.

WACHOVIA BANK, NATIONAL ASSOCIATION
(f/k/a First Union National Bank), as Administrative Agent

By: _____
Name: _____
Title: _____

[Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 25th day of April, 2003.

SPECIAL DATA PROCESSING CORPORATION

By:_____
Name:_____
Title:_____

Agreed and Accepted as of the
25th day of April, 2003.

WACHOVIA BANK, NATIONAL ASSOCIATION
(f/k/a First Union National Bank), as Administrative Agent

By: Anne D. Brehony
Name: ANNE D. BREHONY
Title: DIRECTOR

[Trademark Security Agreement]

ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Pinellas

I, Rolena Clinger Drew, a Notary Public for said County and State, do hereby certify that J. Michael Cupto personally appeared before me this day and stated that (s)he is CFO / Secretary of Special Data Processing Corporation and acknowledged, on behalf of Special Data Processing Corporation the due execution of the foregoing instrument.

Witness my hand and official seal, this 25th day of April, 2003.

Rolena Clinger Drew
Notary Public

My commission expires:

Rolena Clinger Drew
My Commission CC845848
Expires June 13, 2003

[Trademark Security Agreement]

Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

NLE
Federal SM 76/302,574
Registered 04/02/02
Principal Trademark Registration # 2,555,999

MMC
Federal SM 76/316,245
Registered 05/14/02
Principal Trademark Registration # 2,570,110

National Publishers Exchange
Federal SM 76/194,852
Registered 07/02/02
Principal Trademark Registration # 2,589,815

National List Exchange
Federal SM 76/302,399
Registered 09/17/02
Principal Trademark Registration # 2,620,909

TRADEMARK APPLICATIONS

OneSwitch
Federal SM 76/365,405
Notice of Allowance Filed01/07/03
Statement of Use or 1st Request for Extension due 07/06/03

House Inside A Circle Logo
Federal SM 76/404,021
Approved for Publication 02/07/03
Awaiting Registration

2140047.02
LIB: CH

Mailbox Logo
Federal SM 76/404,022
Approved for Publication 02/07/03
Awaiting Registration

TRADEMARK LICENSES

NONE