

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KLUWER ACADEMIC PUBLISHERS B.V.		09/15/2003	PRIVATE COMPANY WITH LIMITED LIABILITY: NETHERLANDS
KLUWER BOSTON INC.		09/15/2003	CORPORATION: MASSACHUSETTS
PLENUM PUBLISHING CORP.		09/15/2003	CORPORATION: DELAWARE
KAP GLOBAL PUBLISHERS NETHERLANDS B.V.		09/15/2003	PRIVATE COMPANY WITH LIMITED LIABILITY: NETHERLANDS

**RECEIVING PARTY DATA**

<b>Name:</b>	BARCLAYS BANK PLC, AS SECURITY TRUSTEE
<b>Street Address:</b>	5 THE NORTH COLONNADE, CANARY WHARF
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	E14 4BB
<b>Entity Type:</b>	PUBLIC LIMITED COMPANY INCORPORATED UNDER THE LAWS OF ENGLAND AND WALES:

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Serial Number:	78213490	HYDROBIOLOGIA
Serial Number:	78213498	WATER, AIR, & SOIL POLLUTION
Serial Number:	78213539	PLANT AND SOIL
Serial Number:	78213549	PLANT MOLECULAR BIOLOGY
Serial Number:	78213815	MOLECULAR AND CELLULAR BIOCHEMISTRY
Serial Number:	78213909	INTERNATIONAL JOURNAL OF FRACTURE
Serial Number:	78213914	PLANT CELL, TISSUE AND ORGAN CULTURE
Serial Number:	78213917	BIOTECHNOLOGY LETTERS
Serial Number:	78214048	JOURNAL OF BUSINESS ETHICS
Serial Number:	78214057	EUPHYTICA

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Serial Number:	78214124	CLIMATIC CHANGE
Serial Number:	78214126	BREAST CANCER RESEARCH AND TREATMENT
Serial Number:	78214132	JOURNAL OF MATERIALS SCIENCE
Serial Number:	78214626	PLANT ECOLOGY
Serial Number:	78214642	DIGESTIVE DISEASES AND SCIENCES
Serial Number:	78214655	INTERNATIONAL JOURNAL OF COMPUTER VISION
Serial Number:	78214662	PHARMACEUTICAL RESEARCH
Serial Number:	78214670	JOURNAL OF STATISTICAL PHYSICS
Serial Number:	78214674	CATALYSIS LETTERS
Serial Number:	78214683	JOURNAL OF OPTIMIZATION THEORY AND APPLICATIONS
Serial Number:	78214693	JOURNAL OF LOW TEMPERATURE PHYSICS
Serial Number:	78214712	PUBLIC CHOICE
Serial Number:	78214717	JOURNAL OF AUTISM AND DEVELOPMENTAL DISORDERS
Registration Number:	2311788	THE LANGUAGE OF SCIENCE PLENUM PUBLISHING CORPORATION
Registration Number:	2314472	PLENUM PUBLISHING CORPORATION

**CORRESPONDENCE DATA**

Fax Number: (212)878-8375  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 878-8000  
Email: trademark.group@cliffordchance.com  
Correspondent Name: CLIFFORD CHANCE US LLP  
Address Line 1: 200 PARK AVENUE  
Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 6926/15

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: CHRISTINE BENTON

Total Attachments: 7  
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**DEED OF PLEDGE**

of

**INTELLECTUAL PROPERTY RIGHTS**

by

**Kluwer Academic Publishers B.V.  
Kluwer Boston Inc.  
Plenum Publishing Corp.  
and  
KAP Global Publishers Netherlands B.V.**

to

**Barclays Bank PLC  
as Security Trustee**

*15 September 2003*

**DEED OF PLEDGE**  
of  
**INTELLECTUAL PROPERTY RIGHTS**

**The undersigned:**

1. Kluwer Academic Publishers B.V, a private company with limited liability incorporated in The Netherlands and with its corporate seat in Amsterdam ("**KAP**"),
  2. Kluwer Boston Inc., a company incorporated in accordance with the laws of the Commonwealth of Massachusetts, United States of America ("**KB**"),
  3. Plenum Publishing Corporation, a company incorporated in accordance with the laws of the State of Delaware, United States of America, ("**PP**"),
  4. KAP Global Publishers Netherlands B.V., a private company with limited liability incorporated in The Netherlands with corporate seat in Amsterdam;
- (hereinafter each individually a "**Pledgor**" and together the "**Pledgors**"),

and

2. Barclays Bank PLC, a legal entity incorporated under the laws of England and Wales, with registered office in London, United Kingdom, acting in its capacity as Security Trustee under the Facility Agreement and the Mezzanine Facility Agreement (as defined below) and for itself, (the "**Pledgee**"),

**whereas:**

In a senior facility agreement for KAP Global Publishers S.A. and certain of its subsidiaries arranged by Barclays Capital dated 5 May 2003 (as amended and restated from time to time) (the "**Facility Agreement**") and in a mezzanine facility agreement for KAP Global Publishers S.A. arranged by Barclays Capital dated 5 May 2003 (as amended and restated from time to time) (the "**Mezzanine Facility Agreement**"), the Pledgors have undertaken to enter into this Deed of Pledge.

**have agreed as follows:**

**Interpretation**

**Clause 1**

1.1. In this deed:

a. "**Intellectual property rights**" shall include:

- (i) any registered and unregistered trademark rights, trade name rights, patents, models and design rights, copyrights, database rights,

neighbouring rights, rights to domain names, know how, goodwill and any ancillary rights, wherever such rights are registered or valid;

(ii) claims and applications to acquire any intellectual property right referred to in (i) above;

(iii) any licences to use any intellectual property right referred to in (i) and (ii) above ("**Licences**").

b. the "**use**" of an intellectual property right shall include (without limitation), depending on the nature of the right, the publication, distribution, sale, rental, delivery or other trading, offering, import and keeping in stock, reproduction, modification, adaptation, translation, storage, downloading and any other exploitation and use or benefit of the object of the right in the broadest possible sense.

c. a "**licence**" shall include (without limitation) any right to use an intellectual property right, regardless of whether that right of use has been granted by the person having title to the intellectual property right or by a person who has otherwise obtained the right of use.

1.2. In this deed the term IP-Right (as defined below) shall include the Royalty Right (as defined below), unless the context requires otherwise.

1.3. Reference to the Facility Agreement, the Mezzanine Facility Agreement or another agreement or instrument is a reference to the Facility Agreement, the Mezzanine Facility Agreement or that other agreement or instrument as amended or novated from time to time.

1.4. For the avoidance of doubt, each Pledgor shall be individually liable under this deed and not jointly liable for the obligations of any other Pledgor, unless otherwise provided for in the Facility Agreement or the Mezzanine Facility Agreement.

#### **Obligation to create right of pledge**

##### **Clause 2**

To the extent that there is no other valid legal title therefor, each of the Pledgors hereby undertake to create in favour of the Pledgee, as security for the payment of any amount which that Pledgor owes or may at any future date owe to the Pledgee pursuant to the Finance Documents (as defined in the Facility Agreement and the Mezzanine Facility Agreement) including, for the avoidance of doubt, any amount owed by it pursuant Clause 19.19 (*Parallel Debt owed to Security Trustee*) of the Intercreditor deed dated on or about 15 September 2003 between KAP Global Publishers S.A., the entities named therein as Lenders, the entities named therein as Investors and certain other parties (the "**Debt**"), a first ranking right of pledge (a "**Right of Pledge**") in respect of:

a. any and all of the intellectual property rights held by any Pledgor (as rights owner or as licensee) at the time of the signing of this deed or acquired by any of the Pledgors after the

Paragraph b is solely for the benefit of the Pledgee. The latter shall retain the right to apply to any other court, whether or not there are proceedings pending before the court which has jurisdiction pursuant to paragraph b. This subclause shall not apply to provisions of the Facility Agreement or the Mezzanine Facility Agreement which apply to this deed pursuant to clause 15.1. Those provisions shall be governed by the law governing the Facility Agreement and the Mezzanine Facility Agreement and shall be subject to the jurisdiction clause in the Facility Agreement and the Mezzanine Facility Agreement.


15.3. This deed may only be amended or supplemented in writing.

**Financial Assistance**  
**Clause 16**

Notwithstanding the other provisions of this deed, the Right of Pledge shall not secure any obligations to the extent that, were such obligations secured, Section 2:98c or 2:207c Civil Code would be violated.

**In evidence whereof:**


this deed was signed in duplicate in the manner set out below.

  
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Kluwer Academic Publishers B.V

By:


Date: 15 September 2003

  
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Kluwer Boston, Inc

By:

Date: 15 September 2003

  
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Plenum Publishing Corp.

By:

Date: 15 September 2003

  
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KAP Global Publishers Netherlands B.V.

By:  
Date: 15 September 2003

Barclays Bank PLC  
Barclays Bank PLC  
By:  
Date: 15 September 2003



**Schedule 3**  
**Initial Pledge List**

**General**

Any and all intellectual property rights owned or held (under licence granted by a third party) by any Pledgor, including, but not limited to the intellectual property rights described in the general overview of intellectual property rights attached to this Schedule 3 as Annex I.

**Copyrights, database rights and other unregistered intellectual property rights**

Any and all copyrights, database rights and other unregistered intellectual property rights of any nature or kind plus ancillary rights (such as neighbouring rights, unregistered trademarks or logo's, unregistered models and designs and any goodwill and know how pertaining thereto) owned or held (under licence granted by a third party) by any Pledgor in:

- (i) any books, periodicals and other publications and (information) products in whichever format, published, exploited or owned by any Pledgor or licensed to third parties, including all rights in the formula, content, structure, lay out, titles and – to the extent applicable - any underlying software of such publications and any (electronic or non-electronic) archives of (the content in) such publications.  
Including but not limited to the journals listed in Annex II to this Schedule 3; and  
Including but not limited to the books listed in Annex III to this schedule 3
- (ii) any software owned, used or licensed to third parties used for the benefit of or related to the activities of any Pledgor, such as ERP software, publishing management tools, archiving systems, including, to the extent applicable the source codes and any documentation related thereto. Including but not limited to the software, either owned or used under a licence, as listed in Annex IV to this Schedule 3 ;
- (iii) any documentation, (electronic or non-electronic) archives and databases owned, held or used by any Pledgor, including, but not limited to, business models, handbooks, subscriber databases, client databases and the like;

**Registered trademarks**

Any and all right and title in the trademark applications and subsequent registration of the names of the top 25 journals which any Pledgor, pursuant to clause 13.1 c of this deed of pledge, shall apply for. An overview of the titles of the top 25 journals is attached to this schedule 3 as Annex V.

**Trade names**

As a transitional arrangement, each Pledgor uses trade names which contain the element "Kluwer". Such trade names shall not be covered by this deed of pledge. However, any future trade names used by any Pledgor which do not contain the element "Kluwer" shall be covered by this right of pledge.

U.S. FEDERAL TRADEMARKS IN THE NAME OF Kluwer Academic Publishers B.V. Kluwer Boston Inc. Plenum Publishing Corp.		
MARK		
78/213,490	HYDROBIOLOGIA	Kluwer Academic Publishers B.V.
78/213,498	WATER, AIR, & SOIL POLLUTION	Kluwer Academic Publishers B.V.
78/213,539	PLANT AND SOIL	Kluwer Academic Publishers B.V.
78/213,549	PLANT MOLECULAR BIOLOGY	Kluwer Academic Publishers B.V.
78/213,815	MOLECULAR AND CELLULAR BIOCHEMISTRY	Kluwer Academic Publishers B.V.
78/213,909	INTERNATIONAL JOURNAL OF FRACTURE	Kluwer Academic Publishers B.V.
78/213,914	PLANT CELL, TISSUE AND ORGAN CULTURE	Kluwer Academic Publishers B.V.
78/213,917	BIOTECHNOLOGY LETTERS	Kluwer Academic Publishers B.V.
78/214,048	JOURNAL OF BUSINESS ETHICS	Kluwer Academic Publishers B.V.
78/214,057	EUPHYTICA	Kluwer Academic Publishers B.V.
78/214,124	CLIMATIC CHANGE	Kluwer Academic Publishers B.V.
78/214,126	BREAST CANCER RESEARCH AND TREATMENT	Kluwer Boston Inc.
78/214,132	JOURNAL OF MATERIALS SCIENCE	Kluwer Boston Inc.
78/214,626	PLANT ECOLOGY	Kluwer Academic Publishers B.V.
78/214,642	DIGESTIVE DISEASES AND SCIENCES	Plenum Publishing Corp.
78/214,655	INTERNATIONAL JOURNAL OF COMPUTER VISION	Kluwer Boston Inc.
78/214,662	PHARMACEUTICAL RESEARCH	Plenum Publishing Corp.
78/214,670	JOURNAL OF STATISTICAL PHYSICS	Plenum Publishing Corp.
78/214,674	CATALYSIS LETTERS	Plenum Publishing Corp.
78/214,683	JOURNAL OF OPTIMIZATION THEORY AND APPLICATIONS	Plenum Publishing Corp.
78/214,693	JOURNAL OF LOW TEMPERATURE PHYSICS	Plenum Publishing Corp.
78/214,712	PUBLIC CHOICE	Kluwer Boston Inc.
78/214,717	JOURNAL OF AUTISM AND DEVELOPMENTAL DISORDERS	Plenum Publishing Corp.
2,311,788	THE LANGUAGE OF SCIENCE PLENUM PUBLISHING CORPORATION & Design	Plenum Publishing Corp.
2,314,472	PLENUM PUBLISHING CORPORATION	Plenum Publishing Corp.

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