

11-24-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings ⇨⇨⇨ ▼

102607489 ▼ ▼ ▼

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

1. Name of conveying party(ies):

COMMONWEALTH BUSINESS MEDIA, INC.

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

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

3. Nature of conveyance:

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

Execution Date: 12/31/03

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: as Administrative Agent

Street Address: 2325 Lakeview Parkway, Ste 700

City: Alpharetta State: GA Zip: 30004

- ☐ 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
 (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)

See Attached

Additional number(s) attached ☒ Yes ☐ No

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

Name: Susan Lake

Internal Address: King & Spalding LLP

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 3.41) \$ 710.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Susan Lake

Name of Person Signing

Signature

01/02/04

Date

01/06/2004 ECODDER 00000004 1873834

Total number of pages including cover sheet, attachments, and document: 7

01 FC:8521
 02 FC:8522
 03 FC:8523

40.00 DP
 550.00 DP
 120.00 DP

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

TRADEMARK
 REEL: 002774 FRAME: 0402

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

| TRADEMARK | REGISTRATION NO. | REGISTRATION DATE |
|--|-------------------------|--------------------------|
| The Forwarders List | 1873834 | 01/17/95 |
| The Pocket List of Railroad Officials | 1636879 | 03/05/91 |
| American Motor Carrier Directory | 0838975 | 11/14/67 |
| Boxdata | 1518220 | 12/27/88 |
| Cardata | 1037125 | 03/30/76 |
| Custom House Guide | 1018818 | 08/26/75 |
| Designsource | 1406721 | 08/26/86 |
| MCD | 1495083 | 07/05/88 |
| North American Trade Guide | 1838494 | 05/31/94 |
| Official Export Guide | 1679383 | 03/17/92 |
| Official Export Guide | 1363884 | 10/01/85 |
| Pacific Shipper | 2135515 | 02/10/98 |
| Railway Line Clearances | 0756910 | 09/17/63 |
| The Official Guide | 0754649 | 08/13/63 |
| The Official Intermodal Equipment Register | 1057576 | 02/01/77 |
| The Official Railway Equipment Register | 0225187 | 03/15/27 |
| The Official Intermodal Equipment Register | 1057578 | 02/01/77 |
| The Official Railway Equipment Register | 0756912 | 09/17/63 |
| [Design] | 1027938 | 12/23/75 |
| The Official Railway Guide | 1001535 | 01/14/75 |
| The Pocket List of Railroad Officials | 0054856 | 07/31/06 |
| Musical America | 0816131 | 10/04/66 |
| Commwealth Business Media | 2709873 | 04/22/03 |

Commonwealth Business Media, Inc.

TRADEMARK
REEL: 002774 FRAME: 0403

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of December 31, 2003, by COMMONWEALTH BUSINESS MEDIA, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders;

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and 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.

[signature page follows]

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.

COMMONWEALTH BUSINESS MEDIA,
INC.

By: *[Signature]*

ACKNOWLEDGMENT OF GRANTOR

~~Commonwealth~~
STATE OF Massachusetts
COUNTY OF Suffolk)
SS.

On this 30 day of December, 2003 before me personally appeared *Martin Madden*
~~Glass~~, proved to me on the basis of satisfactory evidence to be the person who executed the
foregoing instrument on behalf of Commonwealth Business Media, Inc., who being by me duly
sworn did depose and say that he is an authorized officer of said corporation, that the said
instrument was signed on behalf of said corporation as authorized by its Board of Directors and
that he acknowledged said instrument to be the free act and deed of said corporation.

Barbara L. Gordon
Notary Public

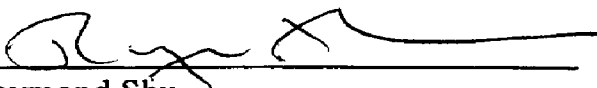
{seal}

BARBARA L. GORDON
Notary Public
My Commission Expires: 03/16/2005

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Raymond Shu
Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]