



102582900

SEP 26 2003

To the Honorable Commissioner of Patents and Trademarks

the attached original documents or copy thereof.

1. Name of conveying party(ies): 9.26.03
Global Insight, Inc.

- Individual Association
- General Partnership Limited Partnership
- Corporation: DELAWARE
- Other: _____

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

2. Name and address of receiving party(ies):

Name: Joseph E. Kasputys

Street Address: 398 Simon Willard Road

Concord, Massachusetts 01742

- Individual(s) citizenship: United States
- Association _____
- General Partnership of: _____
- Limited Partnership of: _____
- Corporation: _____
- 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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution Date: September 17, 2003

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

A. Trademark Application No.(s)

76/378,275 78/141,108
78/192,878 78/200,280

B. Trademark Registration No.(s)

1,925,390

Additional numbers attached Yes No

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

Name: Raymond Millien, Esq.

Internal Address: PIPER RUDNICK LLP

Street Address: 1200 Nineteenth Street, NW

City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 C.F.R. § 3.41). \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Laurel E. Queeno, Esq.
Name of Person Signing

Laurel E. Queeno
Signature

09/26/2003
Date

Total no. of pages incl. cover sheets, attachments, and document: **10**

10/23/2003 ECDOPER 00000176 76378275

01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "**Agreement**") made as of the 1st day of September, 2003, by Global Insight, Inc., a Delaware corporation, having a mailing address at 1000 Winter Street, Suite 4300, Waltham, Massachusetts 02451-1241, and having an organizational number of 3318395 ("**Debtor**"), in favor of Joseph E. Kasputys, a natural person, having a mailing address at 398 Simon Willard Road, Concord, Massachusetts 01742 ("**Secured Party**").

This Agreement supplements the Credit and Security Agreement dated as of September 1, 2003, made between Debtor and Secured Party (herein the "**Credit Agreement**"). The Trademark Collateral described in this Agreement is also part of the Collateral described in the Credit Agreement.

ACCORDINGLY, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby makes the following covenants, agreements, representations and warranties for the benefit and security of Secured Party:

ARTICLE I
CONSTRUCTION AND DEFINED TERMS

SECTION 1.01. *Article and Section Headings.* Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless otherwise expressly stated in this Agreement, references in this Agreement to Sections shall be read as Sections of this Agreement. Terms used in this Agreement shall be applicable to the singular and plural, and references to gender shall include all genders.

SECTION 1.02. *Schedules and Exhibits.* Unless a Schedule or Exhibit is referred to in this Agreement as being a Schedule or Exhibit to another Credit Document, the references in this Agreement to specific Schedules and Exhibits shall be read as references to such specific Schedules or Exhibits attached, or intended to be attached, to this Agreement and any counterpart of this Agreement and regardless of whether they are in fact attached to this Agreement, and including any amendments, supplements and replacements to such Schedules or Exhibits from time to time.

SECTION 1.03. *Credit Agreement Defined Terms.* Capitalized terms that are not defined in this Agreement, but are defined in the Credit Agreement, shall have the same definitions as in the Credit Agreement, which definitions are incorporated herein by reference.

SECTION 1.04. *Other Defined Terms.* Unless otherwise stated in this Agreement, capitalized terms used in this Agreement shall have the following meanings.

"**Core Trademark Collateral**" As defined in Section 2.01.

"**Credit Agreement**" As defined on the first page of this Agreement.

"Event of Default" The occurrence of any Event of Default under the Credit Agreement.

"Goodwill" As defined in Section 2.01.

"License" As defined in Section 2.02.

"Licensed Rights" As defined in Section 2.01.

"Proceeds" As defined in Section 2.01.

"Property" Any right, title or interest in or to property of any kind whatsoever, whether real, personal, or mixed, and whether tangible or intangible.

"Scheduled Trademark" or "Scheduled Trademarks" Debtor's Trademarks, and any filings, registrations and recordings of, and applications for, any thereof, listed on Schedule 1 to this Agreement.

"Trademark" or "Trademarks" Any trademark, service mark, collective mark, certification mark, or other distinctive mark, or other Property, that may be entitled to trademark protection under any Law.

"Trademark Collateral" As defined in Section 2.01.

"Trademark Office" The United States Patent and Trademark Office, and any successor thereto.

"Trademark Records" As defined in Section 2.01.

ARTICLE II

COLLATERAL ASSIGNMENT; SECURITY INTEREST; LICENSE

SECTION 2.01. *Collateral Assignment; Security Interest.* To further secure the full and timely payment, performance and satisfaction of the Obligations, and without limiting the legal operation and effect of any other Credit Document, Debtor hereby collaterally assigns to Secured Party, and grants to Secured Party a security interest in, all of Debtor's now owned and hereafter acquired, created or arising Property described below (referred to herein as "Trademark Collateral"):

(a) All of Debtor's Trademarks, including but not limited to the Scheduled Trademarks, and all renewals thereof, and any filings, registrations and recordings of, and applications for, any thereof, and all (i) income, royalties, license fees, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements thereof, and (iii) all rights corresponding thereto throughout the world (the Property described in this clause (a) being referred to herein as the "Core Trademark Collateral"); and

(b) All of Debtor's goodwill of Debtor's business connected with or associated with and symbolized by the Core Trademark Collateral (the Property described in this clause (b) being referred to herein as "**Goodwill**"); and

(c) All of Debtor's right, title and interest (but not Debtor's obligations) as a licensee of any Trademarks of and from any other Person for use in the business that Debtor is engaged in on the date of this Agreement (including any license granted to Debtor under this Agreement) (the Property described in this clause (c) being referred to herein as "**Licensed Rights**"); and

(d) All of Debtor's cash and non-cash proceeds (as "proceeds" is defined in Article 9) and all other amounts and royalties received or to be received in respect of any sale, exchange, lease, license or other disposition of any Core Trademark Collateral, Goodwill, or Licensed Rights, and including insurance proceeds (the Property described in this clause (d) being referred to herein as "**Proceeds**"); and

(e) All of Debtor's Records relating to the Core Trademark Collateral, Goodwill, Licensed Rights, or Proceeds, together with any containers or media in which the foregoing are stored (including any rights of Debtor with respect to the foregoing maintained with or by any other Person), and if any of the foregoing are stored with any other Person, all of Debtor's rights relating to the storage and retrieval thereof and access thereto (the Property described in this clause (e) being referred to herein as "**Trademark Records**").

SECTION 2.02. License to Debtor. Secured Party hereby grants to Debtor, for so long as no Event of Default shall have occurred and be continuing, an exclusive, revocable, nontransferable license under the Scheduled Trademarks to use and display the Scheduled Trademarks in connection with the Debtor's business for Debtor's own benefit and account and for none other (referred to herein as the "**License**"). The License is granted to Debtor without any representation or warranty of any kind by, or any other obligation or duty of any kind on, Secured Party, all of which are expressly disclaimed. Without limiting the generality or legal effect of any provision of this Agreement, it is a requirement of the License that Debtor shall comply fully with the terms of this Agreement and the other Credit Documents, and the License is conditioned upon such full compliance by Debtor. Debtor shall not sell or assign Debtor's interest in the License without the prior written consent of Secured Party, which consent may be withheld in Secured Party's sole discretion. Debtor shall not grant any license or sublicense in the Scheduled Trademarks unless such license or sublicense is expressly permitted by the terms of the Credit Agreement.

SECTION 2.03. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Credit Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Credit Agreement and the other Credit Documents, all terms of which are incorporated herein by reference. Debtor shall fulfill all of Debtor's covenants and other obligations under the Credit Agreement.

SECTION 2.04. Special Power of Attorney. On the date hereof, and to supplement Debtor's rights under this Agreement and the other Credit Documents, Debtor shall execute and deliver to Secured Party the Special Power of Attorney in the form of Exhibit A.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Debtor makes the following representations and warranties to Secured Party:

SECTION 3.01. *Ownership.* Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in the Scheduled Trademarks, free from any Lien other than the first priority Lien in favor of Secured Party under the Credit Documents and Permitted Liens, if any. Debtor has made no previous assignment, transfer or agreement in conflict with this Agreement or constituting a present or future assignment or transfer of, or encumbrance on, any of the Scheduled Trademarks.

ARTICLE IV
REMEDIES

SECTION 4.01. *Remedies.* Secured Party shall have all of the rights and remedies available under this Agreement, the Credit Agreement and any other Credit Document, the UCC, at law, and in equity. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency, shall not affect Secured Party's interest in the Trademark Collateral until the Obligations have been fully paid and satisfied and the Credit Agreement has been terminated.

SECTION 4.02. *Separate Assignment; Attorney-in-Fact.* (a) Upon the occurrence of any Event of Default, and in addition to such other rights and remedies as Secured Party may have under other provisions of this Agreement or any other Credit Document, or under common or statutory law, Secured Party may require Debtor forthwith to (i) execute and deliver an assignment, substantially in the form of **Exhibit B**, of all right, title and interest in and to the Scheduled Trademarks and (ii) take such other action as Secured Party may request to evidence the outright assignment of such Scheduled Trademarks or to exercise, register or further perfect and protect Secured Party's rights and remedies with respect to such assigned Scheduled Trademarks, in which event Debtor immediately shall execute and deliver such assignment and take such other action as Secured Party so requests.

(b) Debtor hereby authorizes Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in Secured Party's sole discretion, as Debtor's true and lawful attorney-in-fact, with power of substitution, from and after the occurrence of an Event of Default to (i) sign and endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Scheduled Trademarks, including, if Debtor fails to execute and deliver to Secured Party a separate assignment apart from this Agreement substantially in the form of **Exhibit B** within two (2) days after Secured Party's written request to Debtor therefor, a separate assignment apart from this Agreement substantially in the form of **Exhibit B**, (ii) take any other actions with respect to the Scheduled Trademarks as Secured Party deems in the best interest of Secured Party, (iii) grant or issue any exclusive or non-exclusive license under the Scheduled Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Scheduled Trademarks to anyone. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations shall have been fully paid

and satisfied and the Credit Agreement has been terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

ARTICLE V **GENERAL PROVISIONS**

SECTION 5.01. *Remedies Cumulative.* Upon the occurrence of any Event of Default, and in addition to such other rights and remedies as Secured Party may have under other provisions of this Agreement or any other Credit Document, Secured Party may exercise any one or more of its rights and remedies under common or statutory law, and Secured Party may exercise such rights and remedies cumulatively and simultaneously. No failure or delay on the part of Secured Party in exercising any right, power or privilege hereunder or under any other Credit Document and no course of dealing between Debtor or any other Person and Secured Party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Credit Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. No notice to or demand on Debtor in any case shall entitle Debtor or any other Person to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Secured Party to any other or further action in any circumstances without notice or demand.

SECTION 5.02. *Notices.* Any notice or other communication required or permitted by or in connection with this Agreement shall be given in accordance with the notice provision in the Credit Agreement.

SECTION 5.03. *Successors and Assigns.* This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) be binding upon Debtor and its successors and assigns, and (ii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and Secured Party's successors, transferees and assigns. This Agreement may not be assigned by Debtor without the prior written consent of Secured Party.

SECTION 5.04. *Filing, Registering, Recording.* Either party hereto may file, record or register this Agreement (or a photocopy of this Agreement) with any Governmental Authority to give notice of, and to further the legal operation and effect of, and perfect the interests of Secured Party under, this Agreement, including any filing, registration or recording with the Trademark Office or any public office for recording UCC financing statements. Debtor shall pay all of Secured Party's costs and expenses (including attorney's fees) of filing, registering or recording this Agreement.

SECTION 5.05. *Termination.* At such time as Debtor shall have fully paid and satisfied all of the Obligations and the Credit Agreement has been terminated, and Secured Party shall have no further commitment or other obligation to extend or advance credit to or for the account of Debtor, this Agreement shall terminate (excepting any provisions which expressly survive the termination of this Agreement) and Secured Party shall, at Debtor's sole cost and expense, execute and deliver to Debtor all deeds, assignments and other instruments as may be reasonably necessary to re-vest in Debtor all remaining right, title and interest in and to the Trademark Collateral, without any representation or warranty of any kind by, or any other obligation or duty of any kind on, Secured Party, and subject to any disposition thereof which may have been made by Secured Party pursuant

to this Agreement or the other Credit Documents. Notwithstanding anything to the contrary in this Agreement or any other Credit Document, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Secured Party in respect of the Obligations is rescinded or must otherwise be restored or returned by Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, Debtor or any substantial part of Debtor's assets, or otherwise, all as though such payments had not been made.

SECTION 5.06. Miscellaneous. This Agreement may be executed in counterparts and each shall be effective as an original, and a telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement. All representations, warranties and covenants of Debtor contained herein shall survive the execution and delivery of this Agreement and shall terminate only upon the full payment and satisfaction by Debtor of the Obligations and the termination of the Credit Agreement. This Agreement is a Credit Document within the definition of "Credit Documents" in the Credit Agreement.

SECTION 5.07. Governing Law. This Agreement shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor executes this Agreement under seal as of the day and year first above written.

DEBTOR:

GLOBAL INSIGHT, INC.

By: Michael R. Karsula (SEAL)
Name: Michael R. Karsula
Title: EXECUTIVE VICE PRESIDENT

Attachments:

- Schedule 1 (Trademarks)
- Exhibit A (Special Power of Attorney)
- Exhibit B (Form of Assignment of Trademarks)

~~MIDDLESEX~~

COMMONWEALTH OF MASSACHUSETTS, ~~CITY/COUNTY OF WALTHAM~~, SS:

On this 17th day of September, 2003 before me personally came Michael R. Karsula, known to me (or whose identity was satisfactorily proven to me), who, being by me duly sworn, did depose and say that he is the Executive Vice President of Global Insight, Inc., a Delaware corporation, the Debtor described in the foregoing Trademark Collateral Assignment and Security Agreement, and that in his capacity as Executive Vice President, and being authorized to do so, he executed the foregoing Trademark Collateral Assignment and Security Agreement on behalf of Global Insight, Inc., for the purposes set forth therein.

AS WITNESS my hand and notarial seal.

Yvonne Yulce Yee
Notary Public

My commission expires April 9, 2010

**SCHEDULE 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

Part 1: U.S. Trademarks of Debtor:

Registration No.	Registration Date	Registered Owner	Mark
1,925,390	October 10, 1995	Global Insight, Inc.	GLOBAL INSIGHTS and Design

Part 2: Pending U.S. Trademark Applications of Debtor:

Registration No.	Filing Date	Applicant	Mark
76-378,275	March 1, 2002	Global Insight, Inc.	GLOBAL INSIGHT
78-200,280	January 6, 2003	Global Insight, Inc.	DATAINSIGHT
78-192,878	December 10, 2002	Global Insight, Inc.	AUTONAVIGATOR
78-141,108	July 3, 2003	Global Insight, Inc.	THE POWER OF PERSPECTIVE