11-12-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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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): 11-10-03
SPRINGER-VERLAG GMBH & CO. KG

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

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

2. Name and address of receiving party(ies)
Name: BARCLAYS BANK PLC
Internal Address: 5 THE NORTH COLONNADE
Street Address: CANARY WHARF
City: LONDON State: Zip: E14 4BB

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☑ Corporation-State UNITED KINGDOM
- ☐ 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: 10/14/2003

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

A. Trademark Application No.(s)
76/549,888, 76/549,889, 76/549,890, 76/550,113, 76/550,112, 76/550,111, 76/550,219, 76/550,218, 76/550,222, 76/550,223

B. Trademark Registration No.(s)

Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: PAUL M. FAKLER
Internal Address:
BAKER BOTTS L.L.P.
Street Address
30 ROCKEFELLER PLAZA
City: NEW YORK State: NY Zip: 10112-0228

6. Total number of applications and registrations involved: 76

7. Total fee (37 CFR 3.41).....$ 1915.00

- ☑ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:
02-4377
(Attach duplicate copy of this page if paying by deposit account)

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OPR/FINANCE

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.

PAUL M. FAKLER		NOVEMBER 7, 2003
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 35

11/12/2003 LMUELLER 00000041 76549888
01 FC:8521 40.00 OP
02 FC:8522 1875.00 OP

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

SCHEDULE A: CONTINUATION OF ITEM 2

A. Trademark Application:

76/550,096
76/550,224
76/550,072
76/550,124
76/550,116
76/550,115
76/550,114
76/550,122
76/550,123
76/550,209
76/550,143
76/550,121
76/550,120
76/550,119
76/550,118
76/550,104
76/550,103
76/550,144
76/550,146
76/550,117
76/549,887
76/550,201
76/512,679
76/509,654

SCHEDULE A: CONTINUATION OF ITEM 2

A. Trademark Application:

76/550,110
76/550,109
76/550,108
76/550,077
76/550,076
76/550,075
76/550,210
76/550,214
76/550,221
76/550,211
76/550,073
76/550,074
76/550,105
76/550,106
76/550,101
76/550,145
76/550,206
76/550,204
76/550,147
76/550,100
76/550,208
76/550,207
76/550,220
76/550,212
76/550,102
76/550,107
76/550,095
76/550,094
76/550,203
76/550,205
76/550,093
76/549,875
76/550,202
76/550,019
76/550,142
76/550,200
76/550,213
76/550,099
76/550,098
76/550,215
76/550,071
76/550,097

SECURITY AGREEMENT

This Security Agreement, dated as of October 14, 2003, between Springer-Verlag GmbH & Co. KG, a partnership limited by shares organized under the laws of Germany (the "**Debtor**") and Barclays Bank PLC, as Security Trustee for the Finance Parties (as defined in the Intercreditor Deed referred to below) (the "**Secured Party**").

WITNESSETH:

(A) **WHEREAS**, Debtor and Barclays Bank PLC have entered into the €810,000,000 senior facility agreement dated May 5, 2003 (as amended by an amendment and restatement agreement dated July 1, 2003, an amendment letter dated August 4, 2003, an amendment and restatement agreement dated September 10, 2003, an amendment letter dated September 12, 2003 and two amendment letters dated September 18, 2003 and as amended and restated from time to time, the "**Senior Facility Agreement**") among, inter alia, KAP Global Publishers S.A., the Original Borrowers named therein, the Original Guarantors named therein, Barclays Capital as the Mandated Lead Arranger, the Original Lender named therein, Barclays Bank PLC as the Facility Agent, the Security Trustee and the Issuing Bank pursuant to which the Lenders have agreed to make available the certain Facility (as defined therein) to the Borrowers (as defined therein), and the Facility Agreement is acceded to by certain of the subsidiaries of KAP Global Publishers S.A., including the Debtor, by an Accession Letter dated on or about the date hereof (the "**Senior Accession**") between the Debtor, KAP Global Publishers S.A. and Barclays Bank PLC as Facility Agent;

(B) **WHEREAS**, Debtor and Barclays Bank PLC have entered into the €265,000,000 mezzanine facility agreement dated May 5, 2003 (as amended by a novation agreement dated May 21, 2003, an amendment and restatement agreement dated July 9, 2003, an amendment and restatement agreement dated September 10, 2003 and as amended and restated from time to time, the "**Mezzanine Facility Agreement**") among, inter alia, KAP Global Publishers S.A., WING Global Publishers S.A.R.L., the Original Guarantors named therein, Barclays Capital as the Mezzanine Arranger, the Original Lender named therein, Barclays Bank PLC as the Facility Agent and the Security Trustee pursuant to which the Lenders (as defined therein) have agreed to make available the certain Facility (as defined therein) to the Borrower (as defined therein), and the Mezzanine Facility Agreement is acceded to by certain of the subsidiaries of KAP Global Publishers S.A., including the Debtor, by an Accession Letter dated on or about the date hereof (the "**Mezzanine Accession**") between the Debtor, KAP Global Publishers S.A. and Barclays Bank PLC as Facility Agent;

(C) **WHEREAS**, pursuant to the terms of the Intercreditor Deed dated September 15, 2003 among, inter alia, KAP Global Publishers S.A., the Senior Lenders, the Mezzanine Lenders, the Investors, the Obligors, the Intra-Group Creditors (each as defined therein), Barclays Bank PLC as the Senior Facility Agent, the Mezzanine Facility Agent and the Security Trustee (the "**Intercreditor Deed**"), the Finance Parties have reached certain agreements as to the disposition of security subject to the Security Documents (as defined therein) and the Secured Party has been appointed Security Trustee for the benefit of the Finance Parties;

(D) **WHEREAS**, as partial inducement to the Lenders to grant the facilities, Debtor has agreed to provide certain security and collateral for the payment and performance of the Liabilities (as defined herein); and

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(E) **WHEREAS**, pursuant to the Senior Facility Agreement and the Mezzanine Facility Agreement, Debtor is required to grant a security interest in the Collateral (as defined herein) to the Secured Party;

Now, Therefore, the parties hereto hereby agree as follows:

1 Definitions

Capitalized terms used but not defined herein shall have the meanings set forth in the Intercreditor Deed or, if not defined therein, as set forth in the Senior Facility Agreement or, if not defined therein, as set forth in the Mezzanine Facility Agreement. The terms "Chattel Paper", "Document", "Equipment", "Fixture", "General Intangible", "Goods", "Instrument", "Inventory", "Payment Intangible", "Proceeds", and "Software" have the respective meanings ascribed thereto in the UCC.

"**Collateral**" shall have the meaning assigned to it in Article 2 hereof.

"**Enforcement Action**" shall have the meaning set forth in the Intercreditor Deed.

"**Indemnitees**" shall have the meaning assigned to it in Article 9 hereof.

"**Indemnified Liability**" shall have the meaning assigned to it in Article 9 hereof.

"**Liabilities**" of the Debtor means all present and future moneys, debts and liabilities due, owing or incurred by it to any Finance Party under or in connection with any Finance Document (as defined in the Intercreditor Deed) (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

"**Lien**" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement of any kind or nature whatsoever, including, without limitation, the filing of any financing statement or similar instrument under the UCC or comparable law of any jurisdiction, domestic or foreign.

"**Obligor**" means a Borrower or a Guarantor (as defined in the Intercreditor Deed).

"**Person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust, fund or other entity or partnership (whether or not having separate legal personality) of two or more of the foregoing.

"**Proceeds**" shall mean "proceeds" as such term is defined in Section 9-102(a)(64) of the UCC.

"**UCC**" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

"**UCC Jurisdiction**" shall mean any applicable jurisdiction in which the UCC has been enacted.

2 Grant of Security Interests

As security for the prompt and complete payment and performance in full of all the Liabilities, Debtor hereby grants to the Secured Party for the benefit of the Finance Parties a security

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interest in and continuing lien on all of Debtor's right, title and interest in, to and under, each of Debtor's following property, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located (all of which being hereinafter collectively referred to as the "**Collateral**"):

2.1 all obligations and indebtedness owed by any Subsidiary of the Debtor which is organized under the laws of the United States and all Instruments, Chattel Paper, contracts and any other documentation representing or evidencing the same and all rights related thereto;

2.2 the following intellectual property (collectively, the "**Intellectual Property**"):

(i) all United States, international and foreign patents, patent applications and statutory invention registrations, including, without limitation, the patents and patent applications set forth in Schedule 2.14(i) hereto (as such Schedule 2.14(i) may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, all inventions therein, all rights therein provided by international treaties or conventions and all improvements thereto, and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto (the "**Patents**");

(ii) all trademarks (including, without limitation, service marks), certification marks, collective marks—and all goodwill residing in and identified by said marks—trade dress, logos, domain names, product configurations, trade names, business names, corporate names and other source identifiers, whether or not registered, whether currently in use or not, including, without limitation, all common law rights and registrations and applications for registration thereof, including, without limitation, the trademark registrations and trademark applications set forth in Schedule 2.14(ii) hereto (as such Schedule 2.14(ii) may be supplemented from time to time), and all other marks registered in the U.S. Patent and Trademark Office or in any office or agency of any State or Territory of the United States or any foreign country and all rights therein provided by international treaties or conventions, all reissues, extensions and renewals of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto (the "**Trademarks**");

(iii) all copyrights, copyright applications, copyright registrations and like protections in each work of authorship, whether statutory or common law, whether published or unpublished, any renewals or extensions thereof, all copyrights of works based on, incorporated in, derived from, or relating to works covered by such copyrights, including, without limitation, the copyright registrations and copyright applications set forth in Schedule 2.14(iii) hereto (as such Schedule 2.14(iii) may be supplemented from time to time), together with all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (the "**Copyrights**");

(iv) all of Debtor's confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (the "**Trade Secrets**");

(v) all of Debtor's computer software programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware, and documentation and materials relating thereto, and all rights with respect to the foregoing, together with any and all options, warranties, service contracts, program services, test rights, maintenance rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing (the "**Computer Software**");

(vi) all of Debtor's license agreements, permits, authorizations and franchises, whether with respect to the Patents, Trademarks, Copyrights, Trade Secrets or Computer Software, or with respect to the patents, trademarks, copyrights, trade secrets, computer software or other proprietary right of any other Person and all income, royalties and other payments now or hereafter due and/or payable with respect thereto, subject, in each case, to the terms of such license agreements, permits, authorizations and franchises, (the "**Licenses**");

(vii) any and all of Debtor's claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks, Copyrights, Trade Secrets, Computer Software or Licenses, including, but not limited to, those claims set forth in Schedule 2.14(vii) hereto (as such Schedule 2.14(vii) may be supplemented from time to time), with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

2.3 all other rights appurtenant to the property described above; and

2.4 all cash and noncash Proceeds of any and all of the foregoing.

3 Authorization to File Financing Statements

Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any applicable jurisdiction in which the Uniform Commercial Code has been enacted (a "**UCC Jurisdiction**") any initial financing statements and amendments thereto, identifying Debtor as the "debtor" thereon and the Collateral, which the Secured Party in its sole discretion may deem necessary or appropriate. Debtor agrees to furnish any such information to the Secured Party promptly upon request. Debtor also hereby ratifies its authorization for the Secured Party to have filed in any applicable UCC Jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

4 Representations and Warranties

Debtor hereby represents and warrants to the Secured Party, which representations and warranties shall survive execution and delivery of this Security Agreement, as follows:

4.1 Title and Priority Debtor is the sole holder of record and beneficial owner of the Collateral, free and clear of any Lien thereon or affecting the title thereto, except as permitted under the Finance Documents.

4.2 Name and Organization

4.2.1 The full and correct legal name, type of organization, jurisdiction of organization, organizational ID number (if applicable) and mailing address of Debtor as of the date hereof are correctly set forth in Annex A hereto opposite Debtor's name.

4.2.2 Annex A correctly specifies the place of business of Debtor or, if Debtor has more than one place of business, the location of the chief executive office of Debtor.

4.2.3 Debtor is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization.

4.2.4 Debtor has the power and authority to execute, deliver and carry out the terms and provisions of this Security Agreement and has taken all necessary action to authorize the execution, delivery and performance by it of this Security Agreement. Debtor has duly executed and delivered this Security Agreement, and this Security Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

4.3 Changes in Circumstances Debtor has not (i) within the period of four months prior to the date hereof, changed its "location" (as defined in Section 9-307 of the UCC), (ii) except as specified in Schedule 4.3 hereto, heretofore changed its name, or (iii) except as specified in Schedule 4.3, heretofore become a "new debtor" (as defined in Section 9-102(a)(56) of the UCC) with respect to a currently effective security agreement previously entered into by any other Person.

4.4 Intellectual Property

4.4.1 Schedules 2.14(i), 2.14(ii) and 2.14(iii) set forth a complete and correct list of all Copyrights, Patents and Trademarks owned by Debtor on the date hereof; except pursuant to licenses and other user agreements entered into by Debtor in the ordinary course of business, Debtor owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, any Copyright, Patent or Trademark listed in Schedules 2.14(i), 2.14(ii) and 2.14(iii), and to Debtor's knowledge all registrations listed in Schedules 2.14(i), 2.14(ii) and 2.14(iii), are valid and in full force and effect; and except as may be set

forth in Schedule 4.4.1, Debtor owns and possesses the right to use all Copyrights, Patents and Trademarks.

4.4.2 To Debtor's knowledge, (i) except as set forth in Schedule 2.14.(vii), there is no violation by others of any right of Debtor with respect to any Copyright, Patent or Trademark listed in Schedules 2.14(i), 2.14 (ii) and 2.14(iii) and (ii) Debtor is not, to the best of its knowledge, infringing in any respect upon any Copyright, Patent or Trademark of any other Person; and no proceedings have been instituted or are pending against Debtor or, to Debtor's knowledge, threatened, and no claim against Debtor has been received by Debtor, alleging any such violation, except (x) as may be set forth in Schedule 2.14(vii) or (y) which would reasonably be expected to have a Material Adverse Effect.

4.5 Validity, Perfection and Priority

4.5.1 The security interests in the Collateral granted to the Secured Party by Debtor hereunder constitute valid and continuing security interests in the Collateral and Debtor has rights in or the power to transfer the Collateral, subject to applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity; and

4.5.2 (i) upon filing of properly prepared financing statements indicating the Collateral owned by Debtor naming Debtor as "debtor" and the Secured Party as "secured party" in the filing offices set forth on Annex B hereto, or

(ii) upon completion of the filings necessary to record the security interest in the Intellectual Property, the security interests in the Collateral granted to the Secured Party hereunder will constitute perfected security interests therein superior and prior to all Liens other than as permitted under the Finance Documents, if any.

4.6 No Liens; Other Financing Statements

No financing statement or other evidence of any Lien covering or purporting to cover any of the Collateral is on file in any public office other than (i) financing statements filed or to be filed in connection with the security interests granted to the Secured Party hereunder, (ii) financing statements for which proper termination statements have been delivered to the Secured Party for filing, and (iii) such Liens as relate to the Copyrights identified in Schedule 2.14 (iii) hereto.

5 Covenants: Actions Concerning the Collateral

To further the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in the Collateral, Debtor agrees, in each case at the Debtor's own expense, to take the following actions with respect to the following Collateral:

5.1 **Other Actions as to any and all Collateral** Debtor further agrees to take any other action reasonably requested by the Secured Party to insure the attachment, perfection

and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral including, without limitation:

5.1.1 furnishing to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail and in form reasonably satisfactory to the Secured Party,

5.1.2 executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC as in effect in any relevant UCC Jurisdiction, to the extent, if any, that the Debtor's signature thereon is required therefor,

5.1.3 causing the Secured Party's name to be noted as secured party on any certificate of title for a titled good, other than motor vehicles, if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral,

5.1.4 complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral,

5.1.5 obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor or other person obligated on Collateral, provided, that, such consents and approvals are conditions to attachment, perfection or priority, or the ability of the Secured Party to enforce, the Secured Party's interest in the Collateral, and

5.1.6 taking all actions required by other law, as applicable in any relevant UCC Jurisdiction, or by other law as applicable in any foreign jurisdiction.

6 Further Covenants

Debtor covenants and agrees with the Secured Party that from and after the date of this Security Agreement:

6.1 **Ownership of Collateral** Debtor will continue to own each item of the Collateral owned by it free and clear of any and all Liens, rights or claims of all other Persons, and Debtor shall use reasonable efforts to defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to the Secured Party, including taking all reasonable steps to protect the Intellectual Property from third party infringement and misappropriation.

6.2 **Change of Name; Identity; Corporate Structure; or Chief Executive Office Location of Inventory and Equipment** Debtor will not change its name, identity, corporate structure (including, without limitation, its jurisdiction of formation) or the location of its chief executive office or location of its Inventory or Equipment, without (i) giving the

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Secured Party at least thirty (30) days' prior written notice clearly describing such new name, identity, corporate structure or new location and providing such other information in connection therewith as the Secured Party may reasonably request, and (ii) taking all action satisfactory to the Secured Party as the Secured Party may reasonably request to maintain the security interest of the Secured Party in the Collateral intended to be granted hereby at all times fully perfected with the same or better priority and in full force and effect.

6.3 **Maintain Records** Debtor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral.

6.4 **Right of Inspection** Debtor shall ensure that any one or more representatives, agents and advisers of Secured Party will, on reasonable grounds and with reasonable prior notice (but not more often than once during each financial year of Debtor unless Secured Party reasonably believes that an Event of Default has occurred), be allowed to have access to the assets, books, records and premises of Debtor and to inspect the same during normal business hours (at the expense of Debtor or its agent).

6.5 **Insurance** Debtor will maintain insurance in accordance with Section 25.18 of the Senior Facility Agreement and Section 25.18 of the Mezzanine Facility Agreement.

6.6 **Payment of Obligations** Debtor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral, as well as all claims of any kind (including, without limitation, claims for labor, materials, supplies and services) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve, in the sole reasonable opinion of the Secured Party, any material danger for the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on the Debtor's books in accordance with generally accepted accounting principles.

6.7 **Negative Pledge** Debtor will not create, incur or permit to exist, will use reasonable efforts to defend the Collateral against, and will take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Liens created hereby or under the Senior Facility Agreement and the Mezzanine Facility Agreement and relating to the Copyrights identified in Schedule 2.14 (iii) and as may otherwise be permitted under the Finance Documents.

6.8 **Limitations on Dispositions of Collateral** The Debtor will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as permitted in the Senior Facility Agreement and the Mezzanine Facility Agreement.

6.9 **Performance by the Secured Party of the Debtor's Obligations; Reimbursement** If Debtor fails to perform or comply with any of its agreements contained herein, the Secured Party may, without notice to or consent by the Debtor, perform or comply or cause performance or compliance therewith and the reasonable expenses of the Secured Party incurred in connection with such performance or compliance, shall be

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payable by Debtor to the Secured Party within ten (10) Business Days of demand and such reimbursement obligation shall be secured hereby.

7 Power of Attorney

7.1 Appointment Debtor by way of security irrevocably appoints the Secured Party its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

7.1.1 to do anything which Debtor is obliged to do (but has not done) under this Security Agreement (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Collateral); and

7.1.2 to, at any time after an Enforcement Action (which shall be continuing), exercise any of the rights conferred on the Secured Party in relation to the Finance Documents, Collateral, the UCC or US Bankruptcy Law or any other applicable law.

7.2 Ratification Debtor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Section 7.1 (*Appointment*).

8 Remedies; Rights Upon Default

8.1 Rights and Remedies Generally If an Enforcement Action shall occur and be continuing, then and in every such case, the Secured Party shall have all the rights of a secured party under the UCC, shall have all rights now or hereafter existing under all other applicable laws, and, subject to any mandatory requirements of applicable law then in effect, shall have all the rights set forth in the Senior Facility Agreement, the Mezzanine Facility Agreement and the Intercreditor Deed and this Security Agreement and all the rights set forth with respect to the Collateral in any other security agreement between the parties.

8.2 Assembly of Collateral If an Enforcement Action shall occur and be continuing, upon reasonable notice to Debtor, Debtor shall, at its own expense, assemble the Collateral (or from time to time any portion thereof) and make the Collateral available to the Secured Party at any place or places designated by the Secured Party which is reasonably convenient to both parties.

8.3 Disposition of Collateral The Secured Party will give Debtor reasonable notice of the time and place of any public sale of the Collateral or any part thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Debtor agrees that the requirements of reasonable notice to it shall be met if such notice is mailed, postage prepaid to its address specified in Section 9 of this Security Agreement (or such other address that Debtor may provide to the Secured Party in writing) at least ten (10) days before the time of any public sale or after which any private sale may be made.

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8.4 **Notification to Account Debtors and Other Persons Obligated on Collateral** If an Enforcement Action shall have occurred and be continuing, Debtor shall, at the request of the Secured Party, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any General Intangible or other Collateral and that payment thereof is to be made directly to the Secured Party or to any financial institution designated by the Secured Party as the Secured Party's agent therefor, and the Secured Party may itself, if an Enforcement Action shall have occurred and be continuing, without notice to or demand upon Debtor, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, Debtor shall hold any proceeds of collection of Collateral received by Debtor as trustee for the Secured Party without commingling the same with other funds of Debtor and shall turn the same over to the Secured Party in the identical form received, together with any necessary endorsements or assignments. The Secured Party shall apply the proceeds of collection of General Intangibles and other Collateral received by the Secured Party to the Liabilities.

Recourse Debtor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to satisfy the Liabilities. Debtor shall also be liable for all reasonable expenses of the Secured Party incurred in connection with collecting such deficiency, including, without limitation, the reasonable fees and disbursements of any outside attorneys employed by the Secured Party to collect such deficiency. The Secured Party shall promptly return to Debtor any proceeds of any sale or other disposition of the Collateral in excess of the Liabilities and any reimbursable expenses incurred in connection with the satisfaction thereof.

8.5 **Expenses; Attorneys Fees** Debtor shall reimburse the Secured Party for all its reasonable expenses in connection with the exercise of its rights hereunder, including, without limitation, all reasonable outside attorneys' fees and legal expenses incurred by the Secured Party. Expenses of retaking, holding, preparing for sale, selling or the like shall include the reasonable attorneys' fees and legal expenses of the Secured Party. All such expenses shall be secured hereby.

8.6 **Limitation on Duties Regarding Preservation of Collateral**

(a) The Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as the Secured Party deals with similar property for its own account.

(b) The Secured Party shall have no obligation to take any steps to preserve rights against prior parties to any Collateral.

(c) Neither the Secured Party nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Debtor or otherwise.

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9 Miscellaneous

9.1 **Indemnity** Debtor agrees to indemnify, reimburse and hold the Secured Party and its officers, directors, employees, representatives and agents ("**Indemnitees**") harmless from any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments or suits for whatsoever kind or nature which may be imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Security Agreement or the transactions contemplated hereby ("**Indemnified Liabilities**"); provided, however, that Debtor shall have no obligation to an Indemnitee hereunder for Indemnified Liabilities arising from the negligence, willful misconduct or actual fraud of such Indemnitee. The obligations of Debtor under this Section shall be secured hereby and shall survive payment and performance or discharge of the Liabilities and the termination of this Security Agreement.

9.2 **Governing Law** **THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

9.3 **Agent for Service of Process** Debtor hereby irrevocably submits to the non-exclusive jurisdiction of any New York State or United States federal court sitting in the Borough of Manhattan in The City of New York in any action or proceeding arising out of or relating to this Security Agreement, and Debtor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State or United States federal court. Debtor hereby irrevocably waives, to the fullest extent it may legally do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Debtor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Debtor hereby irrevocably designates and appoints CT Corporation, 111 Eighth Avenue, New York, NY 10011, Phone (212) 590-9200, Fax (212) 590-9290 as the agent of Debtor to receive on its behalf service of all process brought against it with respect to any such proceeding in any such court in the State of New York, such service being hereby acknowledged by Debtor to be effective and binding on it in every respect. If for any reason such agent shall cease to be available to act as such, then Debtor shall promptly designate a new agent in the Borough of Manhattan in The City of New York.

9.4 **Notices** Except as otherwise provided herein, any notice required hereunder shall be in writing (including by fax transmission), and shall be deemed to have been validly served, given or delivered upon receipt after transmittal by hand or by courier or in the case of delivery by fax, when sent and receipt has been confirmed, or five business days after deposit in the United States mails, registered first class mail, with proper postage prepaid, and addressed to the party to be notified at the following addresses (or such other address as such party shall designate in a notice delivered to the other party hereunder):

If to Debtor:

TRADEMARK
REEL: 002855 FRAME: 0876

Springer-Verlag GmbH & Co. KG
Heidelberger Platz 3, 14197 Berlin
Attention: Dr. Ulrich Vest
Fax: +49 30 82 787 5391

Any communication required to be addressed to Springer-Verlag GmbH & Co. KG shall be addressed to it at:

Cinven
"Urgent - For the attention of Brian Linden"
Pinners Hall
105-108 Old Broad Street
London EC2N 1EH

and to:

Candover Partners Ltd.
"Urgent - For the attention of Simon Leefe"
20 Old Bailey
London EC4M 7LN

with a copy to:

Clifford Chance LLP
"Urgent - For the attention of Thijs Alexander"
Droogbak 1a, 1013 GE Amsterdam

If to the Secured Party:

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB

Attn: Duncan Nash, Agency Division
Fax: +44 (0) 20 7773 4893

9.5 **Successors and Assigns** This Security Agreement shall be binding upon and inure to the benefit of Debtor, the Secured Party, all future holders of the Liabilities and their respective successors and permitted assigns, except that Debtor may not assign or transfer any of its rights or obligations under this Security Agreement without the prior written consent of the Secured Party. The Secured Party may only assign or transfer its rights and obligations under this Security Agreement in accordance with the transfer provisions of the Senior Facility Agreement and the Mezzanine Facility Agreement.

9.6 **Waivers and Amendments** None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the party against whom enforcement is sought. In the case of any waiver, Debtor and the Secured Party shall be restored to their former position and rights hereunder and under the outstanding Liabilities, and any Default or Enforcement

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Action waived shall be deemed to be cured and not continuing, but no such waiver shall extend to any subsequent or other Default or Enforcement Action, or impair any right consequent thereon.

9.7 **No Waiver; Remedies Cumulative** No failure or delay on the part of the Secured Party in exercising any right, power or privilege hereunder and no course of dealing between Debtor and the Secured Party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have on any future occasion. The rights and remedies herein expressly provided are cumulative and may be exercised singly or concurrently and as often and in such order as the Secured Party deems expedient and are not exclusive of any rights or remedies which the Secured Party would otherwise have whether by security agreement or now or hereafter existing under applicable law. No notice to or demand on Debtor in any case shall entitle Debtor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Secured Party to any other or future action in any circumstances without notice or demand.

9.8 **Termination; Release** When the Liabilities have been paid and performed in full, this Security Agreement shall terminate, and the Secured Party, promptly upon the request and at the sole expense of Debtor, will execute and deliver to Debtor the proper instruments (including UCC termination statements) acknowledging the termination of this Security Agreement, and will duly assign, transfer and deliver to Debtor, without recourse, representation or warranty of any kind whatsoever, such of the Collateral as may be in possession of the Secured Party and has not theretofore been disposed of, applied or released.

9.9 **Headings Descriptive** The headings of the several Sections and subsections of this Security Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

9.10 **Severability** In case any provision in or obligation under this Security Agreement or the Liabilities shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

9.11 **Counterparts** This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. An executed counterpart of this instrument delivered by facsimile shall be as effective as a manually executed and delivered counterpart of this instrument.

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In Witness Whereof, Debtor and the Secured Party have caused this Security Agreement to be duly executed and delivered as of the date first above written.

BARCLAYS BANK PLC

By: [illegible]

Name: FRASER McPHAIL

Title: ASSOCIATE DIRECTOR

SPRINGER-VERLAG GMBH & CO. KG

By:

Name:

Title:

In Witness Whereof, Debtor and the Secured Party have caused this Security Agreement to be duly executed and delivered as of the date first above written.

BARCLAYS BANK PLC

By:

Name:

Title:

SPRINGER-VERLAG GMBH & CO. KG

By: [illegible]

Name: Alexandra Hagelücken

Title: under power of attorney and exclusion of any personal liability

Annex A

Debtor Corporate Information and Location of Chief Executive Offices and Goods

Mailing Address and Chief Executive Office:

Springer-Verlag GmbH & Co. KG
Heidelberger Platz 3, 14197 Berlin
Attention: Dr. Ulrich Vest
Fax: +49 30 82 787 5391

Any communication required to be addressed to Springer-Verlag GmbH & Co. KG shall be addressed to it at:

Cinven
"Urgent - For the attention of Brian Linden"
Pinners Hall
105-108 Old Broad Street
London EC2N 1EH

and to:

Candover Partners Ltd.
"Urgent - For the attention of Simon Leefe"
20 Old Bailey
London EC4M 7LN

with a copy to:

Clifford Chance LLP
"Urgent - For the attention of Thijs Alexander"
Droogbak 1a, 1013 GE Amsterdam

Location of Goods:

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Annex B

Filing Offices

Office of the Recorder of Deeds of the District of Columbia, USA

Schedule 2.13

Partnership Interests

[•]

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REEL: 002855 FRAME: 0883

Schedule 2.14(i)

Intellectual Property: Patents

[•]

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REEL: 002855 FRAME: 0884

Schedule 2.14(ii)

Intellectual Property: Trademarks

Trademarks

Owner	Country/ Filing Basis	Trademark	Reg. No.	Reg. Date	Serial No.	Filing Date	Class	Status As of 10/9/03	Attorney Docket No.
Springer -Verlag GmbH & Co. KG	US/AU	ZENTRALBLATT MATH and design				Oct. 8, 2003	16 and 41	Pending	1633.0055T
Springer -Verlag GmbH & Co. KG	US/ITU	ZENTRALBLATT MATH and design				Oct. 8, 2003	9	Pending	1633.0056T
Springer -Verlag GmbH & Co. KG	US/AU	MATHEMATISCHE ALLANLEN and design				Oct. 8, 2003	16 and 41	Pending	1633.0057T
Springer -Verlag GmbH & Co. KG	US/ITU	MATHEMATISCHE ALLANLEN and design				Oct. 8, 2003	9	Pending	1633.0058T
Springer -Verlag GmbH & Co. KG	US/AU	MATHEMATISCHE ZEITSCHRIFT and design				Oct. 8, 2003	16 and 41	Pending	1633.0059T
Springer -Verlag GmbH & Co. KG	US/ITU	MATHEMATISCHE ZEITSCHRIFT and design				Oct. 8, 2003	9	Pending	1633.0060T
Springer -Verlag GmbH & Co. KG	US/AU	NUMMERISCHE MATHEMATIK and design				Oct. 8, 2003	16 and 41	Pending	1633.0061T
Springer -Verlag GmbH & Co. KG	US/ITU	NUMMERISCHE MATHEMATIK and design				Oct. 8, 2003	9	Pending	1633.0062T
Springer -Verlag GmbH & Co. KG	US/AU	INTENSIVE CARE MEDICINE and design				Oct. 8, 2003	16 and 41	Pending	1633.0063T
Springer -Verlag GmbH & Co. KG	US/ITU	INTENSIVE CARE MEDICINE and design				Oct. 8, 2003	9	Pending	1633.0064T
Springer -Verlag GmbH	US/AU	SURGICAL ENDOSCOPY and design				Oct. 8,	16 and 41	Pending	1633.0065T

& Co. KG						2003			
Springer -Verlag GmbH & Co. KG	US/ITU	SURGICAL ENDOSCOPY and design				Oct. 8, 2003	9	Pending	1633.0066T
Springer -Verlag GmbH & Co. KG	US/AU	PEDIATRIC RADIOLOGY and design				Oct. 8, 2003	16 and 41	Pending	1633.0067T
Springer -Verlag GmbH & Co. KG	US/ITU	PEDIATRIC RADIOLOGY and design				Oct. 8, 2003	9	Pending	1633.0068T
Springer -Verlag GmbH & Co. KG	US/AU	DER CHIRURG and design				Oct. 8, 2003	16 and 41	Pending	1633.0069T
Springer -Verlag GmbH & Co. KG	US/ITU	DER CHIRURG and design				Oct. 8, 2003	9	Pending	1633.0070T
Springer -Verlag GmbH & Co. KG	US/AU	DER ANAESTHESIST and design				Oct. 8, 2003	16 and 41	Pending	1633.0071T
Springer -Verlag GmbH & Co. KG	US/ITU	DER ANAESTHESIST and design				Oct. 8, 2003	9	Pending	1633.0072T
Springer -Verlag GmbH & Co. KG	US/AU	EUROPEAN JOURNAL OF PEDIATRICS and design				Oct. 8, 2003	16 and 41	Pending	1633.0073T
Springer -Verlag GmbH & Co. KG	US/ITU	EUROPEAN JOURNAL OF PEDIATRICS and design				Oct. 8, 2003	9	Pending	1633.0074T
Springer -Verlag GmbH & Co. KG	US/AU	EUROPEAN JOURNAL OF NUCLEAR MEDICINE AND MOLECULAR IMAGING and design				Oct. 8, 2003	16 and 41	Pending	1633.0075T
Springer -Verlag GmbH & Co. KG	US/ITU	EUROPEAN JOURNAL OF NUCLEAR MEDICINE AND MOLECULAR IMAGING and design				Oct. 8, 2003	9	Pending	1633.0076T
Springer -Verlag GmbH & Co. KG	US/AU	DIABETOLOGIA and design				Oct. 8, 2003	16 and 41	Pending	1633.0077T
Springer -Verlag GmbH & Co. KG	US/ITU	DIBETOLOGIA and design				Oct. 8, 2003	9	Pending	1633.0078T

Springer -Verlag GmbH & Co. KG	US/AU	DER GYNÄKOLOGE and design				Oct. 8, 2003	16 and 41	Pending	1633.0079T
Springer -Verlag GmbH & Co. KG	US/ITU	DER GYNÄKOLOGE and design				Oct. 8, 2003	9	Pending	1633.0080T
Springer -Verlag GmbH & Co. KG	US/AU	DER UNFALLCHIRURG and design				Oct. 8, 2003	16 and 41	Pending	1633.0081T
Springer -Verlag GmbH & Co. KG	US/ITU	DER UNFALLCHIRURG and design				Oct. 8, 2003	9	Pending	1633.0082T
Springer -Verlag GmbH & Co. KG	US/AU	EXPERIMENTAL BRAIN RESEARCH and design				Oct. 8, 2003	16 and 41	Pending	1633.0083T
Springer -Verlag GmbH & Co. KG	US /ITU	EXPERIMENTAL BRAIN RESEARCH and design				Oct. 8, 2003	9	Pending	1633.0084T
Springer -Verlag GmbH & Co. KG	US/AU	HUMAN GENETICS and design				Oct. 8, 2003	16 and 41	Pending	1633.0085T
Springer -Verlag GmbH & Co. KG	US/ITU	HUMAN GENETICS and design				Oct. 8, 2003	9	Pending	1633.0086T
Springer -Verlag GmbH & Co. KG	US/ITU	NEURORADIOLOGY and design				Oct. 8, 2003	9	Pending	1633.0087T
Springer -Verlag GmbH & Co. KG	US/ITU	NEURORADIOLOGY and design				Oct. 8, 2003	9	Pending	1633.0088T
Springer -Verlag GmbH & Co. KG	US/AU	THE EUROPEAN PHYSICAL JOURNAL A and design				Oct. 8, 2003	16 and 41	Pending	1633.0089T
Springer -Verlag GmbH & Co. KG	US/ITU	THE EUROPEAN PHYSICAL JOURNAL A and design				Oct. 8, 2003	9	Pending	1633.0090T
Springer -Verlag GmbH & Co. KG	US/AU	THE EUROPEAN PHYSICAL JOURNAL B and design				Oct. 8, 2003	16 and 41	Pending	1633.0091T
Springer -Verlag	US/ITU	THE EUROPEAN PHYSICAL JOURNAL B				Oct. 8,	9	Pending	1633.0092T

GmbH & Co. KG		and design				2003			
Springer -Verlag GmbH & Co. KG	US/AU	THE EUROPEAN PHYSICAL JOURNAL C and design				Oct. 8, 2003	16 and 41	Pending	1633.0093T
Springer -Verlag GmbH & Co. KG	US/ITU	THE EUROPEAN PHYSICAL JOURNAL A and design				Oct. 8, 2003	9	Pending	1633.0094T
Springer -Verlag GmbH & Co. KG	US/AU	TAG and design				Oct. 8, 2003	16 and 41	Pending	1633.0095T
Springer -Verlag GmbH & Co. KG	US/ITU	TAG and design				Oct. 8, 2003	9	Pending	1633.0096T
Springer -Verlag GmbH & Co. KG	US/AU	MOLECULAR GENETICS AND GENOMICS and design				Oct. 8, 2003	16 and 41	Pending	1633.0097T
Springer -Verlag GmbH & Co. KG	US/AU	ACTA NEUROCHIRURGICA and design				Oct. 8, 2003	16 and 41	Pending	1633.0099T
Springer -Verlag GmbH & Co. KG	US/ITU	ACTA NEUROCHIRURGICA and design				Oct. 8, 2003	9	Pending	1633.0100T
Springer -Verlag GmbH & Co. KG	US/AU	ANALYTICAL AND BIOANALYTICAL CHEMISTRY and design				Oct. 8, 2003	16 and 41	Pending	1633.0101T
Springer -Verlag GmbH & Co. KG	US/ITU	ANALYTICAL AND BIOANALYTICAL CHEMISTRY and design				Oct. 8, 2003	9	Pending	1633.0102T
Springer -Verlag GmbH & Co. KG	US/AU	APPLIED MICROBIOLOGY AND BIOTECHNOLOGY and design				Oct. 8, 2003	16 and 41	Pending	1633.0103T
Springer -Verlag GmbH & Co. KG	US/ITU	APPLIED MICROBIOLOGY AND BIOTECHNOLOGY and design				Oct. 8, 2003	9	Pending	1633.0104T
Springer -Verlag GmbH & Co. KG	US/AU	ARCHIVES OF VIROLOGY and design				Oct. 8, 2003	16 and 41	Pending	1633.0105T
Springer -Verlag GmbH & Co.	US/ITU	ARCHIVES OF VIROLOGY and design				Oct. 8, 2003	9	Pending	1633.0106T

KG									
Springer -Verlag GmbH & Co. KG	US/AU	CELL & TISSUE RESEARCH and design				Oct. 8, 2003	16 and 41	Pending	1633.0107T
Springer -Verlag GmbH & Co. KG	US/ITU	CELL & TISSUE RESEARCH and design				Oct. 8, 2003	9	Pending	1633.0108T
Springer -Verlag GmbH & Co. KG	US/AU	PFLÜGERS ARCHIV and design				Oct. 8, 2003	16 and 41	Pending	1633.0109T
Springer -Verlag GmbH & Co. KG	US/ITU	PFLÜGERS ARCHIV and design				Oct. 8, 2003	9	Pending	1633.0110T
Springer -Verlag GmbH & Co. KG	US/AU	CELLULAR AND MOLECUALR LIFE SCIENCES and design				Oct. 8, 2003	16 and 41	Pending	1633.0111T
Springer -Verlag GmbH & Co. KG	US/ITU	CELLULAR AND MOLECUALR LIFE SCIENCES and design				Oct. 8, 2003	9	Pending	1633.0112T
Springer -Verlag GmbH & Co. KG	US/AU	COMMUNICATIONS IN MATHEMATICAL PHYSICS and design				Oct. 8, 2003	16 and 41	Pending	1633.0113T
Springer -Verlag GmbH & Co. KG	US/ITU	COMMUNICATIONS IN MATHEMATICAL PHYSICS and design				Oct. 8, 2003	9	Pending	1633.0114T
Springer -Verlag GmbH & Co. KG	US/AU	CONTRIBUTIONS TO MINERALOGY AND PTEROLOGY and design				Oct. 8, 2003	16 and 41	Pending	1633.0115T
Springer -Verlag GmbH & Co. KG	US/ITU	CONTRIBUTIONS TO MINERALOGY AND PTEROLOGY and design				Oct. 8, 2003	9	Pending	1633.0116T
Springer -Verlag GmbH & Co. KG	US/AU	PSYCHOPHARMACOLO GY and design				Oct. 8, 2003	16 and 41	Pending	1633.0117T
Springer -Verlag GmbH & Co. KG	US/ITU	PSYCHOPHARMACOLO GY and design				Oct. 8, 2003	9	Pending	1633.0118T
Springer -Verlag GmbH & Co. KG	US/AU	PLANTA and design				Oct. 8, 2003	16 and 41	Pending	1633.0119T

Springer -Verlag GmbH & Co. KG	US/ITU	PLANTA and design				Oct. 8, 2003	9	Pending	1633.0120T
Springer -Verlag GmbH & Co. KG	US/AU	MARINE BIOLOGY and design				Oct. 8, 2003	16 and 41	Pending	1633.0121T
Springer -Verlag GmbH & Co. KG	US/ITU	MARINE BIOLOGY and design				Oct. 8, 2003	9	Pending	1633.0122T
Springer -Verlag GmbH & Co. KG	US/AU	JOURNAL OF MOLECULAR EVOLUTION and design				Oct. 8, 2003	16 and 41	Pending	1633.0123T
Springer -Verlag GmbH & Co. KG	US/ITU	JOURNAL OF MOLECULAR EVOLUTION and design				Oct. 8, 2003	9	Pending	1633.0124T
Springer -Verlag GmbH & Co. KG	US/AU	THE JOURNAL OF MEMBRANE BIOLOGY and design				Oct. 8, 2003	16 and 41	Pending	1633.0125T
Springer -Verlag GmbH & Co. KG	US/ITU	THE JOURNAL OF MEMBRANE BIOLOGY and design				Oct. 8, 2003	9	Pending	1633.0126T
Springer -Verlag GmbH & Co. KG	US/AU	INVENTIONES MATHEMATICAE and design				Oct. 8, 2003	16 and 41	Pending	1633.0127T
Springer -Verlag GmbH & Co. KG	US/ITU	INVENTIONES MATHEMATICAE and design				Oct. 8, 2003	9	Pending	1633.0128T
Springer -Verlag GmbH & Co. KG	US/AU	MOLECULAR GENEITCS AND GENOMICS and design				Oct. 8, 2003	16 and 41	Pending	1633.0198T

Key To Abbreviations:

AU = Actual Use. The application was filed on the basis prior actual use of the mark in the U.S., in addition to claiming foreign priority.

ITU = Intent – to Use. The application was filed on the basis of an intention to use the mark in the U. S., in addition to claiming foreign priority.

Class 9 – The goods recited for class 9 in the applications are sound carriers and image carriers, including optical storage media with content in the form of images and text relating to the content of the publication.

Class 16 – The goods recited for class 16 in the applications are printed matter, including journals and books relating to the content of the publication.

Class 41 – The services recited for class 41 in the applications are editing and publishing services (except printing); online publication of electronic books and magazines with content in the form of images and text relating to the content of the publication.

Notes:

1. All applications claim priority of previously filed European (CTM) applications filed on August 19, 2003

2. The serial numbers assigned to the applications by the U.S. Patent & Trademark Office (USPTO) are expected to be received by the end of October, 2003. In the interim, the applications can be identified by the "Attorney Docket No." appearing in each application and used by the USPTO as a reference in corresponding with Applicant's attorney.

Ira C. Edell
Edell, Shapiro & Finnan LLC
1901 Research Boulevard, Suite 400
Rockville, MD 20850

Domain Names

[•]

Schedule 2.14(iii)

Intellectual Property: Copyrights

[•]

TRADEMARK
REEL: 002855 FRAME: 0893

Schedule 2.14(vii)

Intellectual Property: Claims

[•]

TRADEMARK
REEL: 002855 FRAME: 0894

Schedule 4.3

Changes in Circumstances

[•]

TRADEMARK
REEL: 002855 FRAME: 0895

Schedule 4.4.1

Limitations on Debtor's Ownership and Use of Intellectual Property

[•]

SCHEDULE 2.14 (ii) – Trademarks – S-V GmbH

7/9/1 (Item 1 from file: 226)		
SPRINGER		
	INTL CLASS:	9 (Electrical & Scientific Apparatus) // 16 (Paper Goods & Printed Matter) // 41 (Education & Entertainment Services)
	STATUS:	Pending; New Application - Record Initialized Not Assigned to Examiner; Section 44 (D)
	USPTO STATUS:	New Application - Record Initialized Not Assigned to Examiner - May 13, 2003
	GOODS/SERVICES:	(INT. CL. 9) SOUND CARRIERS AND IMAGE CARRIERS, INCLUDING OPTICAL STORAGE MEDIA WITH CONTENT IN THE FORM OF IMAGES AND TEXT RELATING TO SCIENCE (INT. CL. 16) PRINTED MATTER, INCLUDING SCIENTIFIC MAGAZINES AND BOOKS; INSTRUCTIONAL AND TEACHING MATERIAL (EXCEPT APPARATUS) (INT. CL. 41) EDITING AND PUBLISHING SERVICES; ONLINE PUBLICATION OF ELECTRONIC BOOKS AND MAGAZINES
	SERIAL NO.:	76-512,679
	FILED:	May 8, 2003
	FIRST USE:	January 1, 1997 (Intl Class 9) // January 1, 1997 (Intl Class 16) // January 1, 1997 (Intl Class 41)
	FIRST COMMERCE:	January 1, 1997 (Intl Class 9) // January 1, 1997 (Intl Class 16) // January 1, 1997 (Intl Class 41)
	ORIGINAL APPLICANT:	**SPRINGER-VERLAG GMBH & CO. KG** (Fed Rep of Germany Limited partnership), TEIRGARTENSTRASSE 17, 69121 HEIDELBERG, DE (Fed Rep of Germany
	FILING CORRESPONDENT:	ALEXANDER BUTTERMAN, ALEXANDER BUTTERMAN, EDELL SHAPIRO & FINNAN LLC, 1901 RESEARCH BOULEVARD, SUITE 400, ROCKVILLE, MARYLAND 20850
	NON-U.S. APPLICATION DATA:	App. No.: 30310772.3 // Country: DE (Fed Rep of Germany) // Date: February 27, 2003
7/9/2 (Item 2 from file: 226)		
06509654 // **SPRINGERLINK**		
	INTL CLASS:	9 (Electrical & Scientific Apparatus) // 16 (Paper Goods & Printed Matter) // 41 (Education & Entertainment Services)
	STATUS:	Pending; New Application - Record Initialized Not Assigned to Examiner; Section 44 (D)
	USPTO STATUS:	New Application - Record Initialized Not Assigned to Examiner - April 30, 2003
	GOODS/SERVICES:	(INT. CL. 9) SOUND CARRIERS AND IMAGE CARRIERS, INCLUDING OPTICAL STORAGE MEDIA WITH CONTENT IN THE FORM OF IMAGES AND TEXT RELATING TO SCIENCE (INT. CL. 16) PRINTED MATTER, INCLUDING SCIENTIFIC MAGAZINES AND BOOKS; INSTRUCTIONAL AND TEACHING MATERIAL (EXCEPT APPARATUS) (INT. CL. 41) EDITING AND PUBLISHING SERVICES; ONLINE PUBLICATION OF ELECTRONIC BOOKS AND MAGAZINES

TRADEMARK
REEL: 002855 FRAME: 0897

SERIAL NO.:	76-509,654
FILED:	April 25, 2003
FIRST USE:	January 1, 1997 (Intl Class 9) // January 1, 1997 (Intl Class 16) // January 1, 1997 (Intl Class 41)
FIRST COMMERCE:	January 1, 1997 (Intl Class 9) // January 1, 1997 (Intl Class 16) // January 1, 1997 (Intl Class 41)
ORIGINAL APPLICANT:	**SPRINGER-VERLAG GMBH & CO. KG** (Fed Rep of Germany Limited partnership), TEIRGARTENSTRASSE 17, 69121 HEIDELBERG, DE (Fed Rep of Germany
FILING CORRESPONDENT:	ALEXANDER BUTTERMAN, ALEXANDER BUTTERMAN, EDELL, SHAPIRO & FINNAN, LLC, 1901 RESEARCH BOULEVARD, SUITE 400, ROCKVILLE, MARYLAND 20850
NON-U.S. APPLICATION DATA:	App. No.: 30254571.9 // Country: DE (Fed Rep of Germany) // Date: November 7, 2002
NON-U.S. REGISTRATION DATA:	Reg. No.: 30254571 // Country: DE (Fed Rep of Germany) // Date: November 30, 2002 // Expiration: November 30, 2012

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RECORDED: 11/10/2003