

11-21-2003

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

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

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

1. Name of conveying party(ies): 10-28-03 STATE STREET BANK AND TRUST COMPANY LOAN OPERATIONS MAO/11

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

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other OF SECURITY INTEREST IN TRADEMARKS

Execution Date: 10/15/03

2. Name and address of receiving party(ies) Name: PATRIARCH PARTNERS AGENCY SERVICES LLC

Internal Address: SUITE 700

Street Address: 112 SOUTH TRYON STREET

City: CHARLOTTE State: NC Zip: 28284

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes 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: TONYA CHAPPLE

Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- 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.

TONYA CHAPPLE Name of Person Signing

Signature

10/27/03 Date

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

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

11/20/2003 6TOM11 00000000 2514127

01 FC:0521 02 FC:0522

40.00 OP 50.00 OP

TRADEMARK REEL: 002867 FRAME: 0110

EXHIBIT A
TO TRADEMARK
SECURITY AGREEMENT

TRADEMARKS

TRADEMARKS and TRADENAMES

| <u>Name of Company</u> | <u>Jurisdiction of Registration</u> | <u>Trademark Tradenname</u> | <u>Trademark/ Tradenname Registration Number</u> | <u>Issue/ Renewal Dates</u> |
|------------------------|---|---------------------------------|--|-------------------------------------|
| Mergent, Inc. | United States | M Mergent | 2514127 | 12/4/2001 |
| Mergent, Inc. | United States | FSIONLINE | 2442406 | 4/10/2001 |
| Mergent, Inc. | United States | FIS A CENTURY OF QUALITY | 2442404 | 4/10/2001 |

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Assignment") is dated as of October 15, 2003 and made by State Street Bank and Trust Company ("State Street") in favor of Patriarch Partners Agency Services, LLC ("Patriarch").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of September 13, 2002 (the "Trademark Security Agreement"), Mergent, Inc. ("Mergent") granted a first priority security interest in all of its trademarks to State Street (a copy of the Trademark Security Agreement is attached hereto as Exhibit A);

WHEREAS, pursuant to that certain Consent to Appointment of Successor Agent dated as of September 30, 2003, State Street agreed to assign all of its right, title and interest in, among other things, the Trademark Security Agreement to Patriarch;


WHEREAS, the parties now wish to effectuate the assignment of the Trademark Security Agreement from State Street to Patriarch by filing this Assignment with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, State Street hereby assigns, sells and transfers unto Patriarch, without recourse and without representation or warranty, the Trademark Security Agreement.

State Street hereby requests the Commissioner of Patents and Trademarks to record Patriarch as the assignee of the Trademark Security Agreement.

IN WITNESS WHEREOF, State Street has executed this Assignment of Security Interest in Trademarks as of the date first written above.

STATE STREET BANK AND TRUST COMPANY

By: 
Name: Charles A. Garrity
Title: Vice President

STATE OF Massachusetts)
COUNTY OF Suffolk) ss:

On this 15th day of October 2003, there appeared before me Charles A. Garrity, personally known to me (or proved to me on the basis of satisfactory evidence), who acknowledged that (s)he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of State Street Bank and Trust Company.

Janet B. Alexander
Notary Public

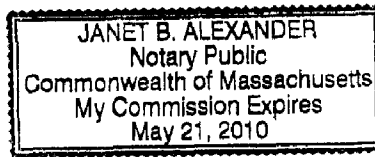


Exhibit A

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") is dated as of September 13, 2002 and made by MERGENT, INC. (f/k/a Mergent FIS, Inc.) ("Grantor") in favor of STATE STREET BANK AND TRUST COMPANY, as secured party ("Secured Party"), on behalf of itself and as agent for the lenders from time to time party to the Credit Agreement (the "Lenders").

WITNESSETH:

WHEREAS, Grantor has entered into a Security Agreement dated as of September 13, 2002 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Secured Party and the Lenders party thereto (capitalized terms used herein and not otherwise defined are used herein as defined in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, Grantor has granted a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all Collateral, including certain intellectual property of Grantor, to Secured Party for the ratable benefit of Secured Party and the Lenders; and

WHEREAS, Grantor has agreed as a condition to the Security Agreement to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. Grant of Security Interest. Grantor hereby grants to Secured Party for the ratable benefit of Secured Party and the Lenders a first continuing lien on and first security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence and wherever located (the "Collateral"):

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the United States trademark registrations, applications and licenses set forth on Exhibit A hereto, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing (the "Trademarks");

(ii) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation

to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(iii) any and all Proceeds of the foregoing.

SECTION 2. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 3. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The security interest granted hereby has been granted in conjunction with the security interest and continuing lien granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest and continuing lien granted herein are without prejudice to, and are in addition to those rights and remedies set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Modification of Trademark Security Agreement. Neither this Trademark Security Agreement, nor any provision hereof, may be amended, modified, waived or terminated, except by an instrument in writing duly executed by Grantor and Secured Party. Notwithstanding the foregoing, Grantor authorizes Secured Party to modify Exhibit A hereto, upon notice to Grantor, without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Exhibit A hereto, in order to add any right, title, or interest in any Collateral owned or subsequently acquired by Grantor. Grantor additionally agrees to execute any additional agreement or amendment hereto, as may be required by Secured Party from time to time, to subject any such owned or subsequently-acquired right, title, or interest in any Collateral to the security interest and continuing liens and perfection created or contemplated hereby, or by the Security Agreement.

SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MERGENT, INC., a Delaware corporation

By: *[Signature]*
Name: Jonathan Dorsch
Title: CEO

STATE OF North Carolina
COUNTY OF Mecklenburg

I, a notary public in and for the county and state aforesaid, do hereby certify that Jonathan Warrall, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the C.E.O. of Mergent, Inc., a Delaware corporation, appeared before me in person and acknowledged that (s)he signed the within instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to its bylaws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand as notarial seal this 23rd day of May, 2003.

Juana R. Elguera
Notary Public

My Commission Expires:
09-25-2006



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