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SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: Termination and Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York, as Administrative Agent		102/28/2003 1	Banking Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Atwood Publishing, LLC	
Street Address:	11600 College Boulevard	
City:	Overland Park	
State/Country:	KANSAS	
Postal Code:	66210	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2593657	PRESENTING COMMUNICATIONS
Registration Number:	2708175	PRO AV

CORRESPONDENCE DATA

Fax Number: (212)822-5423

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-530-5000 jnici@milbank.com Email:

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: One Chase Manhattan Plaza

Rm. 4680 Address Line 2:

Address Line 4: New York, NEW YORK 10005-1413

ATTORNEY DOCKET NUMBER: 15600-01200

NAME OF SUBMITTER: Janis Nici, Legal Assistant

Total Attachments: 4

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TRADEMARK **REEL: 002872 FRAME: 0873**

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> TRADEMARK REEL: 002872 FRAME: 0874

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of February 28, 2003, from THE BANK OF NEW YORK, as Administrative Agent under that certain Security Agreement, dated as of October 9, 1997 among TOIC Holdings, LLC, a Delaware limited liability company (as successor to The Official Information Company), the subsidiaries and affiliates from time to time parties thereto and The Bank of New York, as Administrative Agent (the "Security Agreement") to ATWOOD PUBLISHING, LLC, a Delaware limited liability company (the "Pledgor").

WITNESSETH:

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted to Wachovia Bank, National Association (f/k/a First Union National Bank) in its capacity as Administrative Agent under a certain credit agreement and under the Security Agreement, which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office; and

WHEREAS, The Bank of New York succeeded Wachovia Bank, National Association as such Administrative Agent and the Security Interest in the Collateral (as hereinafter defined) theretofor granted to it in such capacities was assigned by it to The Bank of New York; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby agrees as follows:

- Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in and to the United States trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Pledgor's business connected with and symbolized by the foregoing.
- 2. <u>Release</u>: The Administrative Agent hereby terminates and releases in its entirety the Security Interest in the Collateral.
- 3. <u>Recordation</u>: The Administrative Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.
- 4. <u>Further Assurance</u>: The Administrative Agent hereby agrees to, at the sole expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial

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Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

- 5. <u>Modification</u>: This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
- 6. <u>Counterparts</u>: This Termination and Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK, as Administrative Agent

Name: Michael E. Masters

Title: Assistant Vice President

STATE OF <u>OY</u>

COUNTY OF NY

CAROL ATTMORE

Notary Public, State of New York No. 01AT0016145

Qualified in New York County Commission Expires Nov. 9, 2000

On this 27 day of February, 2003, before me personally appeared M. Mosturs to me known who, being by me duly sworn, did depose and say that he is Assistant Vice Hassiant of THE BANK OF NEW YORK, the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by such corporation.

Notary Public

SCHEDULE A

U.S. Trademarks (registered)

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PRESENTING COMMUNICATIONS	2,593,657	7/16/2002

U.S. Trademarks (pending)

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