

02-18-2004

RE
7.17.03



102670596

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

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2004)

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): 7.17.03
Arbitron Inc., a Delaware corporation

- 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 _____

Execution Date: June 27, 2003

2. Name and address of receiving party(ies)
Name: Bank of America, N.A., as
Internal Administrative Agent
Address: Mail Stop NC1-007-17-15

Street Address: 100 North Tryon Street
City: Charlotte State: NC Zip: 28202

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

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)

76059021 (Measurcast)
76530370 (RetailDirect)

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: Patricia O'Donnell

Internal Address: Arbitron Inc.

Legal and Business Affairs

Street Address: 9705 Patuxent Woods Drive

City: Columbia State: MD Zip: 21046

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-2225

(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.

Patricia O'Donnell

Name of Person Signing

Patricia O'Donnell
Signature

06/27/03

Date

Total number of pages including cover sheet, attachments, and document: 9

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

07/22/2003 LNUJELLER 00000142 012225 O'DONNELL P

01 FC:6521
02 FC:6522

40.00 BA
25.00 BA

TRADEMARK
REEL: 002914 FRAME: 0455

SUPPLEMENTAL IP SECURITY AGREEMENT

THIS SUPPLEMENTAL IP SECURITY AGREEMENT (this "Agreement"), dated as of June 27, 2003, is made by and among ARBITRON INC., a Delaware corporation (the "Grantor") in favor of BANK OF AMERICA, N.A., as the Collateral Agent for the benefit of: (a) BANK OF AMERICA, N.A., as the administrative agent (in such capacity, the "Administrative Agent") for itself and the financial institutions (the "Lenders" and, individually, a "Lender") from time to time party to that certain Credit Agreement dated as of January 31, 2001 (as renewed, extended, modified, amended or restated from time to time, the "Credit Agreement"); (b) the "Swap Provider" (as defined in the Security Agreement); and (c) the Note Holders party from time to time to the Note Purchase Agreement.

RECITALS

WHEREAS, it is a covenant the satisfaction of which permits borrowings under the Credit Agreement and the Note Purchase Agreement that the Grantor enter into this Agreement and grant to the Collateral Agent for the benefit of the Credit Parties the security interests hereinafter provided to secure the obligations of the Grantor described below.

WHEREAS, the Grantor is party to that Security Agreement dated as of March 29, 2001 by and among Grantor and the Collateral Agent for the benefit of the Credit Parties (the "Security Agreement").

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them, respectively, in subsections (a), (b) and (c) of Section 1 of the Security Agreement. The rules of interpretation set forth in subsection (d) of Section 1 of the Security Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Grant of Security Interest.

(a) As a continuing security for the payment and performance of the Secured Obligations, the Grantor hereby pledges, assigns, transfers, hypothecates and sets over to the Collateral Agent (for the benefit of the Credit Parties, and each of them), and hereby grants to the Collateral Agent (for the benefit of the Credit Parties, and each of them), a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property, wherever located and whether now existing or owned or hereafter acquired or arising, including without limitation such Intellectual Property described and set forth on Schedule 1 hereto.

(b) Notwithstanding the foregoing provisions of this Section 2, the grant of a security interest as provided herein shall not extend to, and the term "Intellectual Property" shall not include, Intellectual Property which is now or hereafter held by Grantor as licensee, lessee or otherwise to the extent such Intellectual Property consists of: (i) ordinary shrinkwrap licenses governing software products that Grantor purchased in the Ordinary Course of Business; or (ii) licenses listed on Schedule 5.17 of the Credit Agreement.

SECTION 3 Further Assurances; Appointment of Collateral Agent as Attorney-

in-Fact. The Grantor at its expense shall execute and deliver, or cause to be executed and delivered, to the Collateral Agent any and all documents and instruments, in form and substance satisfactory to the Collateral Agent (upon instruction of the Instructing Group), and take any and all action, which the Collateral Agent (upon instruction of the Instructing Group) may request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of the Collateral Agent in the Intellectual Property Collateral and to accomplish the purposes of this Agreement. The Collateral Agent shall have the right, in the name of the Grantor, or in the name of the Collateral Agent or any of the Credit Parties or otherwise, upon notice to but without the requirement of assent by the Grantor, and the Grantor hereby constitutes and appoints the Collateral Agent (and any of the Collateral Agent's officers or employees or agents designated by the Collateral Agent) as the Grantor's true and lawful attorney-in-fact with full power and authority, to: (i) sign any financing statements and any other documents and instruments which the Collateral Agent (upon instruction of the Instructing Group) deems necessary or advisable to perfect or continue perfected, maintain the priority of or provide notice of the Collateral Agent's security interest in the Intellectual Property; (ii) assert, adjust, sue for, compromise or release any claims under any policies of insurance; and (iii) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of the Grantor, which the Collateral Agent (upon instruction of the Instructing Group) may deem necessary or advisable to maintain, protect, realize upon and preserve the Intellectual Property and the Collateral Agent's security interest therein and to accomplish the purposes of this Agreement, including (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Intellectual Property, (B) to assert or retain any rights under any license agreement for any of the Intellectual Property, including without limitation any rights of the Grantor arising under Section 365(n) of the Bankruptcy Code, and (C) to execute any and all applications, documents, papers and instruments for the Collateral Agent to use the Intellectual Property, to grant or issue any exclusive or non-exclusive license or sub-license with respect to any Intellectual Property and to assign, convey or otherwise transfer title in or dispose of the Intellectual Property; provided, however, that the Collateral Agent agrees that, except upon and during the continuance of an Event of Default, it shall not exercise the power of attorney pursuant to clauses (ii) and (iii). The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated.

SECTION 4 Collateral Agent's Duties. Notwithstanding any provision

contained in this Agreement, the Collateral Agent shall have no duty to exercise any of the rights, privileges or powers afforded to such party and shall not be responsible to Grantor or any other Person for any failure to do so or delay in doing so. Beyond the exercise of reasonable care to assure the safe custody of Collateral in the Collateral Agent's possession, and the accounting for moneys actually received by the Collateral Agent hereunder, the Collateral Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 5 Credit Parties' Rights and Remedies.

(a) Upon and during the continuation of a Default, the Collateral Agent shall have all rights and remedies available to it under this Agreement, the Security Agreement and

applicable law with respect to the security interests in any of the Intellectual Property. Grantor agrees that such rights and remedies include, but are not limited to, the right of the Collateral Agent as a secured party to sell or otherwise dispose of the Intellectual Property pursuant to the UCC.

(b) The cash proceeds actually received from the sale or other disposition or collection of Intellectual Property, and any other amounts received in respect of the Intellectual Property Collateral the application of which is not otherwise provided for herein, shall be applied as provided in the Security Agreement.

SECTION 6 Security Agreement. This Agreement is supplementary to and entered into in support of the Security Agreement. The terms and provisions of the Security Agreement are incorporated herein by reference and shall be applied as if fully set forth herein. The Grantor acknowledges that the rights and remedies of the Collateral Agent with respect to the security interests in the Intellectual Property granted hereby are more fully set forth in the Security Agreement and that all such rights and remedies are cumulative.

SECTION 7 Independence. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable Laws (including the UCC, patent law, trademark law and copyright law) and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 8 Representations and Warranties. The representations and warranties of the Grantor set forth in the Section 4 of the Security Agreement and incorporated herein by Section 6 hereof are true and correct as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case such representations and warranties are true and correct as of such earlier date.

SECTION 9 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered in San Francisco, California by their proper and duly authorized officers as of the day and year first above written.

ARBITRON INC.

Grantor

By: 

Name: Dolores L. Cody

Title: Executive Vice President, Chief
Legal Officer and Secretary

BANK OF AMERICA, N.A.,
as Administrative Agent


By: 

Name: John E. Williams

Title: Managing Director

**STATE OF MARYLAND
COUNTY OF HOWARD**

SUBSCRIBED and SWORN to before me this 27th day of June 2003.



Nancy A. Forsythe, Notary Public
My Commission Expires: 10-1-06

SCHEDULE 1
to the Supplemental IP Security Agreement

(a) **New Issued Patents of Grantor**

None.

(b) **Pending Patent Applications of Grantor**

<u>Grantor</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Mark</u>
Arbitron	10/320,879	12/17/02	Jensen/Crystal	Assembly for Making an Electrical Connection Between Components Methods and Systems for Constructing and Maintaining Sample Pools and Sample Panels
Arbitron	N/R	05/21/03	Gopalakrishnan	

(c) **New U.S. Trademarks of Grantor**

None.

(d) **Pending Trademark Applications of Grantor**

<u>Grantor</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Arbitron	76/059021	05/23/03	Arbitron	Measurecast
Arbitron	76/530370	06/27/03	Arbitron	RetailDirect

(e) **New Copyrights of Grantor**

<u>Grantor</u>	<u>Copyright Title</u>		<u>Reg. No.</u>	<u>Date of Issue</u>
Arbitron	PPM Data Collector 2.5 – Collection Console	N/A	1-075-446	09-30-02
Arbitron	Radar Internal Processing	N/A	1-050-560	09-27-01
Arbitron	Tapscan – 2002 Revision	N/A	1-076-554	12-31-02
Arbitron	Media Management Production Process – 2002 Revisions	N/A	1-076-555	12-31-02
Arbitron	Client Media Production Process – 2002 Revisions	N/A	1-066-648	12-31-02
Arbitron	Qualitap – 2002 Revisions	N/A	1-074-267	12/31/02
Arbitron	PPM Support Application	N/A	1-074-266	12/31/02
Arbitron	PPM Processing Application	N/A	1-074-268	12/31/02
Arbitron	Mexico Client Services Production Process	N/A	1-074-269	12/31/02
Arbitron	Client Services Production Process – 2002 Revisions	N/A	1-074-270	12/31/02
Arbitron	Radio Market Report Production Process – 2002 Revisions	N/A	1-076-417	01-03-03
Arbitron	TVScan – 2002 Revisions	N/A	1-073-332	01-03-03
Arbitron	Client Applications Production Process – 2002 Revisions	N/A	1-073-327	01-03-03

<u>Grantor</u>	<u>Copyright Title</u>		<u>Reg. No.</u>	<u>Date of Issue</u>
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 Fall 2001	Groups 17 and 18	1-082-217	01-30-02
Arbitron	Station Audience Estimates – RM3M4 – Fall 2001 (Revision including Estimates for October, November and December 2001)	Groups 16, 17 and 18	1-082-281	01-30-02
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 Winter 2002 (January, February and March)	Groups 8, 9 and 10	1-031-895	05-01-02
Arbitron	Station Audience Estimates – RM3M4 – Fall 2002 (Revision including Estimates for October, November and December 2002)	Group 1	1-076-569	01-03-03
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 Fall 2002 (October, November and December 2002)	Groups 1 and 2	1-076-568	01-03-03
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 Fall 2002 (October, November and December 2002)	Groups 14, 15, 16 and 17	1-081-337	01-03-03
Arbitron	Station Audience Estimates – RM3M4 – Fall 2002 (Revision including Estimates for October, November and December 2002)	Groups 13, 14 and 15	1-081-338	01-23-03
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 Fall 2002 (October, November and December 2002)	Groups 5, 6 and 7	1-071-808	01-10-03
Arbitron	Station Audience Estimates – RM3M4 – Fall 2002 (Revision including Estimates for October, November and December 2002)	Groups 4, 5, and 6	1-071-809	01-10-03
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 Summer 2002 (July, August and September)	Groups 4 and 5	1-074-136	10-15-02
Arbitron	Station Audience Estimates – RM3m4 – Summer 2002 (Revision including Estimates for July, August and September 2002)	Groups 3 and 4	1-074-135	10-15-02
Arbitron	Station Audience Estimates – RM3M4 – Summer 2002 (Revision including Estimates for July, August and September 2002)	Groups 5 and 6	1-077=159	10-17-02

<u>Grantor</u>	<u>Copyright Title</u>		<u>Reg. No.</u>	<u>Date of Issue</u>
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 Summer 2002 (July, August and September)	Groups 6 and 7	1-077-158	10-17-02
Arbitron	Station Audience Estimates – RM3M4 – Winter 2002 (Revision including Estimates for January, February and March 2002)	Groups 7, 8, 9 and 10	1-094-731	05-01-02

(f) New Copyright Applications of Grantor

<u>Grantor</u>	<u>Title</u>		<u>Application No.</u>	<u>Date of Application</u>
Arbitron	The Portable People Meter Virtual Tour (DVD Video)		N/A	06/25/03
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Winter 2003 (January, February and March 2003)	Group 10	N/A	04-30-03
Arbitron	Station Audience Estimates – RM3M4 – Winter 2003 (Revision including Estimates for January, February and March 2003)	Groups 9 and 10	N/A	04-30-03
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Winter 2003 (January, February and March 2003)	Groups 8 and 9	N/A	04-29-03
Arbitron	Station Audience Estimates – RM3M4 – Winter 2003 (Revision including Estimates for January, February and March 2003)	Groups 7 and 8	N/A	04-29-03
Arbitron	Station Audience Estimates – RM3M4 – Winter 2003 (Revision including Estimates for January, February and March 2003)	Groups 4, 5 and 6	N/A	04-24-03
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Winter 2003 (January, February and March 2003)	Groups 5, 6 and 7	N/A	04-24-03
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Winter 2003 (January, February and March 2003)	Group 4	N/A	04-21-03

<u>Grantor</u>	<u>Title</u>		<u>Application No.</u>	<u>Date of Application</u>
Arbitron	Station Audience Estimates – RM3M4 – Winter 2003 (Revision including Estimates for January, February and March 2003)	Groups 2 and 3	N/A	04-21-03
Arbitron	Station Audience Estimates – RM3M4 – Winter 2003 (Revision including Estimates for January, February and March 2003)	Group 1	N/A	04-18-03
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Winter 2003 (January, February and March 2003)	Groups 1, 2 and 3	N/A	04-18-03

(g) New Copyright Licenses of Grantor

None.