

3/1/04

03-05-2004

HEET



ILY

Tab settings \* \* \* \*

102686040

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

1. Name of conveying Party(ies):  
R.R. Bowker LLC

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

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

3. Nature of conveyance:

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

Execution Date: August 31, 2001

2. Name and address of receiving Party(ies)

Name: MCG Capital Corporation

Internal Address: Suite 3000

Street Address: 1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

Individual(s) Citizenship

Association

General Partnership

Limited Partnership

Corporation-State DE

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

910505 (AMERICAN BOOK PUBLISHING COMPANY)

2608085 (BOOKS IN PRINT)

1510084 (BOOKS IN PRINT)

2370830 (BOOKS IN PRINT)

SEE ATTACHED SCHEDULE C(a) FOR COMPLETE LIST

Additional numbers attached?  Yes  No

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

Name: MCG Capital Corporation

Internal Address: Suite 3000/LAD

Street Address:  
1100 Wilson Boulevard

City: Arlington State: VA ZIP: 22209

6. Total Number of applications and registrations involved:.....

19

7. Total fee (37 CFR 3.41):.....\$ 490.00

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. State 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.

Kara A. Parmelee

March 1, 2004

Name of Person Signing

Signature

Date

Total number of pages including this cover sheet and any attachments: 29

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

03/04/2004 ECUOPER 0000202 910505

01 FC:8521  
02 FC:8522

40.00/OP  
450.00/OP

TRADEMARK  
REEL: 002922 FRAME: 0514

COPY

**SCHEDULE C(a)  
U.S. TRADEMARK COLLATERAL**

**I. Registered Trademarks**

<b>Trademark Description</b>	<b>Country</b>	<b>Class</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Notes</b>
American Book Publishing Recod	United States	16	910505	3/23/71	
Books In Print	United States	16	1510084	10/25/88	
Books In Print	United States	41	2351773	5/23/2000	
Books In Print	United States	9	2370830	7/25/2000	
Books In Print Supplement	United States	16	1577739	1/16/90	10 yr renewal 2000-2010
Books Out Of Print	United States	42	2557713	4/9/2002	
Bookwire	United States	42	2543869	3/5/2002	
Bowker	United States	35	1641492	4/16/91	
Bowker	United States	16	1644374	5/14/91	
Bowker	United States	9 (fr 21)	1670995	1/7/92	
Bowker	United States	9 (fr 38)	1674018	2/4/92	
Children's Books In Print	United States	16	1594157	5/1/90	
Click Open The World	United States	35	2711700	4/29/2003	
El-Hi Textbooks and Serials In Print	United States	16	1560298	10/10/89	
Global Books In Print	United States	9	2755506	8/26/2003	2005 decl of use 2013 renewal
Globalbooksinprint.com	United States	41	2726098	6/10/2003	2005 decl of use 2013 renewal
Ulrich's International Periodicals Directory	United States	16	2415333	12/26/2000	
Simba Lion Design	United States	16, 35, 41, 42	2209952	12/15/98	
Simba	United States	16, 35, 41, 42	2191721	9/29/98	

**II. Pending Trademark Applications**

<b>Trademark Description</b>	<b>Country</b>	<b>Class</b>	<b>Application/Serial Number</b>	<b>Filing Date</b>	<b>Status</b>

**III. Trademark Licenses**

None

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of September 1, 2003, by **R.R. BOWKER LLC** (including any successor or permitted assignee, "Grantor"; collectively "Grantors"), in favor of **MCG CAPITAL CORPORATION** (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders. Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Credit Agreement referred to below unless the context clearly requires otherwise.

## RECITALS

**WHEREAS**, each Grantor and each direct and indirect Subsidiary of each Grantor (each, a "Borrower"; collectively, the "Borrowers") have obtained from Administrative Agent and the Lenders a single advance term loan pursuant to which \$15,000,000 has been borrowed on a senior secured basis; and

**WHEREAS**, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of August 31, 2001 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of August 31, 2001 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

**WHEREAS**, under the terms of the Security Agreement, each Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

**WHEREAS**, each Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantors and Administrative Agent hereby agree as follows:

1. **Grant.** Each Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to such Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), each Grantor shall execute and deliver to Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Administrative Agent.

4. Power of Attorney. Subject to the termination of this IP Security Agreement pursuant to Section 5, each Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining either Grantor's approval of or signature thereto) **Schedule A, Schedule B, and/or Schedule C** hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by either Grantor after the execution hereof or to delete any reference to any Collateral in which such Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining either Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or either Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of either Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable until the termination of this IP Security Agreement pursuant to Section 5 hereof.

5. **Release.** This IP Security Agreement and the security interest granted herein will terminate (and all rights to the Collateral will revert to Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Administrative Agent (at either Grantor's request and sole expense) will execute and deliver to such Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as such Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

6. **Miscellaneous.** This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantors and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.



IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

MCG CAPITAL CORPORATION  
(as Administrative Agent)

By: *Shani B. Heartley*  
Name: Shani B. Heartley

By: *Kara Parmelee*  
Name: Kara Parmelee  
Title: Assistant General Counsel and Vice President

Address: 1100 Wilson Boulevard  
Suite 3000  
Arlington, VA 22209

Facsimile: (703) 247-7545

COMMONWEALTH OF VIRGINIA :  
 : SS  
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 1<sup>st</sup> day of MARCH, 2007, personally appeared Kara Parmelee, to me known personally, who, being by me duly sworn, did say that she is Assistant General Counsel and Vice President of **MCG CAPITAL CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Capital Corporation by authority of its Board of Directors, and the said Kara Parmelee acknowledged said instrument to be his/her free act and deed.

*Ruth A. Thomas*  
Notary Public  
Print Name: RUTH A. THOMAS  
My Commission Expires: My Commission Expires January 31, 2008



**SCHEDULE A**  
**COPYRIGHT COLLATERAL**

**I. Registered Copyrights**

See the schedules to the Credit Facility Agreement.

Add Subsequent editions of the following titles:

<b>Bowker Publications</b>
American Book Publishing Record Cumulative
American Book Publishing Record Monthly
Books In Print
Books In Print Supplement
Books In Series 1985-1989
Bowker's Complete Video Directory
Children's Books in Print
Complete Directory of Large Print Books and Serials In Print
El-Hi Textbooks and Serials In Print
Forthcoming Books
Law Books and Serials In Print
Magazines for Libraries
Medical and Healthcare Books and Serials In Print
Publishers Distributors & Wholesalers of the United States
Publishers Trade List Annual
Software Encyclopedia
Subject Guide To Books In Print
Subject Guide To Children's Books in Print
Ulrich's Periodicals Directory
Books Out Loud (formerly Words on Cassette)
Bowker's News Media Directory (formerly Working Press of the Nation)
<b>Thorpe-Bowker Publications</b>
Australian Books in Print
Australian Bookseller & Publisher
Australian Literary Awards and Fellowships
Directory of Australian Booksellers
Guide to New Australian Books
New Zealand Books in Print
Subject Guide to Australian Children's Books In Print
The Whole Story
WBN Media Extra
Weekly Book Newsletter

Schedules to IP Security Agreement

**TRADEMARK**  
**REEL: 002922 FRAME: 0522**

## **I. Registered Copyrights (cont'd)**

See the schedules to the Credit Facility Agreement.

Add Subsequent editions of the following titles:

<b>Bowker CD-ROM Products</b>
Books In Print on Disc
Books In Print on Disc - Canadian Edition
Books In Print with Reviews on Disc
Books In Print with Reviews on Disc - Canadian Edition
Bowker's Audio and Video Database
Ulrich's on Disc
<b>Simba Databooks</b>
Book Publishing White Paper
Business Information Markets
Business of Consumer Book Publishing
Corporate Training Market
Electronic Media for The School Market
Future of Technology Advertising & Marketing Report
Global STM Market Analysis & Forecast
Print Publishing for The School Market
Publishing for Professional Markets
Worldwide Yellow Pages Markets
Yellow Pages Market forecast
<b>Simba Newsletters</b>
Book Publishing Report
Educational Marketer
Electronic Education Report
Electronic Information Report
Interactive Advertising & Branding News
Lifelong Learning Market Report
Professional Publishing Report
Technology Advertising & Branding Report
Yellow Pages & Directory Report

## **II. Pending Copyright Applications**

Bowker's Buyers Guide

Bowker's Guide to Characters in Fiction

### **III. Unregistered Copyrights**

#### **Bowker Online Products**

Booksinprint.com

Bookwire.com

Globalbooksinprint.com

Ulrichsweb.com

### **IV. Copyright Licenses**

None

Schedules to IP Security Agreement

**TRADEMARK**  
**REEL: 002922 FRAME: 0524**

**SCHEDULE B**  
**PATENT COLLATERAL**

None.

**SCHEDULE C  
TRADEMARK COLLATERAL**

**I. Registered Trademarks**

<b>Trademark Description</b>	<b>Country</b>	<b>Class</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Notes</b>
American Book Publishing Recod	United States	16	910505	3/23/71	
Books In Print	Japan	11	2608085	12/24/93	renewed to 12/24/2003 10 yr renewal pending reclass pending
Books In Print	United States	16	1510084	10/25/88	
Books In Print	United States	41	2351773	5/23/2000	
Books In Print	United States	9	2370830	7/25/2000	
Books In Print Supplement	United States	16	1577739	1/16/90	10 yr renewal 2000-2010
Books Out Of Print	United States	42	2557713	4/9/2002	
Bookwire	United States	42	2543869	3/5/2002	
Bowker	Argentina	16	1575616	9/18/95	4/25/03 certificate Reed to Bowker
Bowker	Japan	26	2618401	1/31/94	renewed to 1/31/2004 10 year renewal pending reclass pending
Bowker	United Kingdom	16	1170364	2/24/82	1/28/03 renewed to 2013
Bowker	United States	35	1641492	4/16/91	
Bowker	United States	16	1644374	5/14/91	
Bowker	United States	9 (fr 21)	1670995	1/7/92	
Bowker	United States	9 (fr 38)	1674018	2/4/92	
Bowker Plus Series	Japan	11	2679093	6/29/94	renewed to 6/29/2004 will allow to lapse
Bowker Plus Series	Japan	26	2676924	6/29/94	
Children's Books In Print	United States	16	1594157	5/1/90	
Click Open The World	United States	35	2711700	4/29/2003	
El-Hi Textbooks and Serials In Print	United States	16	1560298	10/10/89	
Bowker's Global Books In Print	United Kingdom	9, 41, 42	2311755	9/27/2002	renew 9/22/2012
Global Books In Print	Australia	9, 42	922848	2/12/2003	renew 8/9/2012

Trademark Description	Country	Class	Registration Number	Registration Date	Notes
Global Books In Print	New Zealand	9	662226	5/12/2003 w/effect from 5/20/02	renew 2009
Global Books In Print	United States	9	2755506	8/26/2003	2005 decl of use 2013 renewal
Globalbooksinprint.com	Australia	9, 42	922849	2/12/2003	renew 8/9/2012
Globalbooksinprint.com	New Zealand	35	662225	5/12/2003 w/effect from 5/20/02	renew 2009
Globalbooksinprint.com	United States	41	2726098	6/10/2003	2005 decl of use 2013 renewal
Ulrich's	Japan	11	2608086	12/24/93	renewed to 12/24/2003 10 year renewal pending reclass pending
Ulrich's	Japan	26	2621521	2/28/94	renewed to 2/29/2004 10 year renewal pending reclass pending
Ulrich's International Periodicals Directory	United States	16	2415333	12/26/2000	
Simba Lion Design	United States	16, 35, 41, 42	2209952	12/15/98	
Simba	United States	16, 35 41, 42	2191721	9/29/98	

## II. Pending Trademark Applications

Trademark Description	Country	Class	Application/Seria I Number	Filing Date	Status
Books In Print	Brazil	9.40	822006260	9/13/99	Pending - rejected, appealed
Books In Print	Brazil	16.20	822006294	9/13/99	Pending - rejected, appealed
Books In Print	Brazil	38.10	822006286	9/13/99	Accepted - Certificate pending
Books In Print	Brazil	40.15	822006278	9/13/99	Accepted - Certificate pending
Global Books In Print	New Zealand	35	680953	6/13/2003	Pending
Global Books In Print	Canada		1148797	8/8/2002	Pending
Globalbooksinprint.com	Canada		1148798	8/8/2002	Pending

## III. Trademark Licenses

None

**SCHEDULE C(a)**  
**U.S. TRADEMARK COLLATERAL**

**I. Registered Trademarks**

<b>Trademark Description</b>	<b>Country</b>	<b>Class</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Notes</b>
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**II. Pending Trademark Applications**

<b>Trademark Description</b>	<b>Country</b>	<b>Class</b>	<b>Application/Serial Number</b>	<b>Filing Date</b>	<b>Status</b>

**III. Trademark Licenses**

None



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**RECITALS**

**WHEREAS**, each Grantor and each direct and indirect Subsidiary of each Grantor (each, a "Borrower"; collectively, the "Borrowers") have obtained from Administrative Agent and the Lenders a single advance term loan pursuant to which \$15,000,000 has been borrowed on a senior secured basis; and

**WHEREAS**, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of August 31, 2001 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of August 31, 2001 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

**WHEREAS**, under the terms of the Security Agreement, each Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

**WHEREAS**, each Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

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(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

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(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

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4. Power of Attorney. Subject to the termination of this IP Security Agreement pursuant to Section 5, each Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

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(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining either Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or either Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

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The foregoing power of attorney is coupled with an interest and is irrevocable until the termination of this IP Security Agreement pursuant to Section 5 hereof.

5. Release. This IP Security Agreement and the security interest granted herein will terminate (and all rights to the Collateral will revert to Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Administrative Agent (at either Grantor's request and sole expense) will execute and deliver to such Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as such Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantors and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.



IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

MCG CAPITAL CORPORATION  
(as Administrative Agent)

By: *Shani B. Heartley*  
Name: Shani B. Heartley

By: *Kara Parmelee*  
Name: Kara Parmelee  
Title: Assistant General Counsel and Vice President

Address: 1100 Wilson Boulevard  
Suite 3000  
Arlington, VA 22209

Facsimile: (703) 247-7545

COMMONWEALTH OF VIRGINIA :  
 : SS  
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 1<sup>st</sup> day of MARCH, 2007, personally appeared Kara Parmelee, to me known personally, who, being by me duly sworn, did say that she is Assistant General Counsel and Vice President of MCG CAPITAL CORPORATION, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Capital Corporation by authority of its Board of Directors, and the said Kara Parmelee acknowledged said instrument to be his/her free act and deed.

*Ruth A. Thomas*  
Notary Public  
Print Name: RUTH A. THOMAS  
My Commission Expires: My Commission Expires January 31, 2008

**SCHEDULE A**  
**COPYRIGHT COLLATERAL**

**I. Registered Copyrights**

See the schedules to the Credit Facility Agreement.

Add Subsequent editions of the following titles:

<b>Bowker Publications</b>
American Book Publishing Record Cumulative
American Book Publishing Record Monthly
Books In Print
Books In Print Supplement
Books In Series 1985-1989
Bowker's Complete Video Directory
Children's Books in Print
Complete Directory of Large Print Books and Serials In Print
El-Hi Textbooks and Serials In Print
Forthcoming Books
Law Books and Serials In Print
Magazines for Libraries
Medical and Healthcare Books and Serials In Print
Publishers Distributors & Wholesalers of the United States
Publishers Trade List Annual
Software Encyclopedia
Subject Guide To Books In Print
Subject Guide To Children's Books in Print
Ulrich's Periodicals Directory
Books Out Loud (formerly Words on Cassette)
Bowker's News Media Directory (formerly Working Press of the Nation)
<b>Thorpe-Bowker Publications</b>
Australian Books in Print
Australian Bookseller & Publisher
Australian Literary Awards and Fellowships
Directory of Australian Booksellers
Guide to New Australian Books
New Zealand Books in Print
Subject Guide to Australian Children's Books In Print
The Whole Story
WBN Media Extra
Weekly Book Newsletter

## **I. Registered Copyrights (cont'd)**

See the schedules to the Credit Facility Agreement.

Add Subsequent editions of the following titles:

<b>Bowker CD-ROM Products</b>
Books In Print on Disc
Books In Print on Disc - Canadian Edition
Books In Print with Reviews on Disc
Books In Print with Reviews on Disc - Canadian Edition
Bowker's Audio and Video Database
Ulrich's on Disc
<b>Simba Databooks</b>
Book Publishing White Paper
Business Information Markets
Business of Consumer Book Publishing
Corporate Training Market
Electronic Media for The School Market
Future of Technology Advertising & Marketing Report
Global STM Market Analysis & Forecast
Print Publishing for The School Market
Publishing for Professional Markets
Worldwide Yellow Pages Markets
Yellow Pages Market forecast
<b>Simba Newsletters</b>
Book Publishing Report
Educational Marketer
Electronic Education Report
Electronic Information Report
Interactive Advertising & Branding News
Lifelong Learning Market Report
Professional Publishing Report
Technology Advertising & Branding Report
Yellow Pages & Directory Report

## **II. Pending Copyright Applications**

Bowker's Buyers Guide

Bowker's Guide to Characters in Fiction

### **III. Unregistered Copyrights**

#### **Bowker Online Products**

Booksinprint.com

Bookwire.com

Globalbooksinprint.com

Ulrichsweb.com

### **IV. Copyright Licenses**

None

Schedules to IP Security Agreement

**TRADEMARK**  
**REEL: 002922 FRAME: 0537**



**SCHEDULE B**

**PATENT COLLATERAL**

None.

**SCHEDULE C  
TRADEMARK COLLATERAL**

**I. Registered Trademarks**

<b>Trademark Description</b>	<b>Country</b>	<b>Class</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Notes</b>
American Book Publishing Recod	United States	16	910505	3/23/71	
Books In Print	Japan	11	2608085	12/24/93	renewed to 12/24/2003 10 yr renewal pending reclass pending
Books In Print	United States	16	1510084	10/25/88	
Books In Print	United States	41	2351773	5/23/2000	
Books In Print	United States	9	2370830	7/25/2000	
Books In Print Supplement	United States	16	1577739	1/16/90	10 yr renewal 2000-2010
Books Out Of Print	United States	42	2557713	4/9/2002	
Bookwire	United States	42	2543869	3/5/2002	
Bowker	Argentina	16	1575616	9/18/95	4/25/03 certificate Reed to Bowker
Bowker	Japan	26	2618401	1/31/94	renewed to 1/31/2004 10 year renewal pending reclass pending
Bowker	United Kingdom	16	1170364	2/24/82	1/28/03 renewed to 2013
Bowker	United States	35	1641492	4/16/91	
Bowker	United States	16	1644374	5/14/91	
Bowker	United States	9 (fr 21)	1670995	1/7/92	
Bowker	United States	9 (fr 38)	1674018	2/4/92	
Bowker Plus Series	Japan	11	2679093	6/29/94	renewed to 6/29/2004 will allow to lapse
Bowker Plus Series	Japan	26	2676924	6/29/94	
Children's Books In Print	United States	16	1594157	5/1/90	
Click Open The World	United States	35	2711700	4/29/2003	
El-Hi Textbooks and Serials In Print	United States	16	1560298	10/10/89	
Bowker's Global Books In Print	United Kingdom	9, 41, 42	2311755	9/27/2002	renew 9/22/2012
Global Books In Print	Australia	9, 42	922848	2/12/2003	renew 8/9/2012

Trademark Description	Country	Class	Registration Number	Registration Date	Notes
Global Books In Print	New Zealand	9	662226	5/12/2003 w/effect from 5/20/02	renew 2009
Global Books In Print	United States	9	2755506	8/26/2003	2005 decl of use 2013 renewal
Globalbooksinprint.com	Australia	9, 42	922849	2/12/2003	renew 8/9/2012
Globalbooksinprint.com	New Zealand	35	662225	5/12/2003 w/effect from 5/20/02	renew 2009
Globalbooksinprint.com	United States	41	2726098	6/10/2003	2005 decl of use 2013 renewal
Ulrich's	Japan	11	2608086	12/24/93	renewed to 12/24/2003 10 year renewal pending reclass pending
Ulrich's	Japan	26	2621521	2/28/94	renewed to 2/29/2004 10 year renewal pending reclass pending
Ulrich's International Periodicals Directory	United States	16	2415333	12/26/2000	
Simba Lion Design	United States	16, 35, 41, 42	2209952	12/15/98	
Simba	United States	16, 35 41, 42	2191721	9/29/98	

## II. Pending Trademark Applications

Trademark Description	Country	Class	Application/Seria I Number	Filing Date	Status
Books In Print	Brazil	9.40	822006260	9/13/99	Pending - rejected, appealed
Books In Print	Brazil	16.20	822006294	9/13/99	Pending - rejected, appealed
Books In Print	Brazil	38.10	822006286	9/13/99	Accepted - Certificate pending
Books In Print	Brazil	40.15	822006278	9/13/99	Accepted - Certificate pending
Global Books In Print	New Zealand	35	680953	6/13/2003	Pending
Global Books In Print	Canada		1148797	8/8/2002	Pending
Globalbooksinprint.com	Canada		1148798	8/8/2002	Pending

## III. Trademark Licenses

None

**SCHEDULE C(a)**  
**U.S. TRADEMARK COLLATERAL**

**I. Registered Trademarks**

<b>Trademark Description</b>	<b>Country</b>	<b>Class</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Notes</b>
American Book Publishing Recod	United States	16	910505	3/23/71	
Books In Print	United States	16	1510084	10/25/88	
Books In Print	United States	41	2351773	5/23/2000	
Books In Print	United States	9	2370830	7/25/2000	
Books In Print Supplement	United States	16	1577739	1/16/90	10 yr renewal 2000-2010
Books Out Of Print	United States	42	2557713	4/9/2002	
Bookwire	United States	42	2543869	3/5/2002	
Bowker	United States	35	1641492	4/16/91	
Bowker	United States	16	1644374	5/14/91	
Bowker	United States	9 (fr 21)	1670995	1/7/92	
Bowker	United States	9 (fr 38)	1674018	2/4/92	
Children's Books In Print	United States	16	1594157	5/1/90	
Click Open The World	United States	35	2711700	4/29/2003	
El-Hi Textbooks and Serials In Print	United States	16	1560298	10/10/89	
Global Books In Print	United States	9	2755506	8/26/2003	2005 decl of use 2013 renewal
Globalbooksinprint.com	United States	41	2726098	6/10/2003	2005 decl of use 2013 renewal
Ulrich's International Periodicals Directory	United States	16	2415333	12/26/2000	
Simba Lion Design	United States	16, 35, 41, 42	2209952	12/15/98	
Simba	United States	16, 35 41, 42	2191721	9/29/98	

**II. Pending Trademark Applications**

<b>Trademark Description</b>	<b>Country</b>	<b>Class</b>	<b>Application/Serial Number</b>	<b>Filing Date</b>	<b>Status</b>

**III. Trademark Licenses**

None