

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bureau van DIJK - Editions Electroniques SA		11/30/2004	JOINT STOCK COMPANY: SWITZERLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	The Royal Bank of Scotland PLC
<b>Street Address:</b>	135 Bishopsgate
<b>Internal Address:</b>	Leveraged Finance, Level 5
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2M 3UR
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2816113	BANKSCOPE
Registration Number:	2236563	BVDEP

**CORRESPONDENCE DATA**

Fax Number: (804)344-7999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 804-788-8497  
 Email: HWRITM@hunton.com  
 Correspondent Name: Bryan J. Yeazel  
 Address Line 1: 951 East Byrd Street  
 Address Line 2: Riverfront Plaza, East Tower  
 Address Line 4: Richmond, VIRGINIA 23219-4074

**DOMESTIC REPRESENTATIVE**

Name:

CH \$65.00 2816113

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Bryan J. Yeazel
Signature:	/Bryan J. Yeazel/
Date:	01/24/2005

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

**SECURITY AGREEMENT**, dated as of November 30, 2004, between BUREAU VAN DIJK - EDITIONS ELECTRONIQUES SA, a Societe Anonyme formed under the laws of Switzerland (the "Debtor"), and THE ROYAL BANK OF SCOTLAND PLC, as Security Agent, (the "Security Agent").

### WITNESSETH:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Senior Credit Agreement (defined below), Mezzanine Credit Agreement (defined below) or the Trademark Security Document (defined below).

2. Grant of Security Interest in Trademark Collateral. Debtor hereby grants to Security Agent, for itself and the benefit of Lenders named in the Senior Credit Agreement and Mezzanine Credit Agreement, a continuing first priority security interest in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof (the foregoing, the "Trademarks");

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(c) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(d) all proceeds of any and all of the foregoing collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Security Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the liens granted to Security Agent, for itself and the benefit of the Lenders defined in (a) €130,000,000 Senior Credit Agreement by and

among itself, Boulders Topco B.V., as Parent, Boulders Holdco B.V., as Principal Borrower, the financial institutions listed in Schedule 1 thereto, as Original Lenders, The Royal Bank of Scotland plc, as Mandated Lead Arranger, Security Agent and Facility Agent dated as of November 5, 2004 (as amended and in effect from time to time, the "Senior Credit Agreement") and (b) a €50,000,000 Mezzanine Loan Agreement by and among itself, Boulders Topco B.V., as Parent, Boulders Holdco B.V., Boulders Holdco B.V., as Borrower, The Royal Bank of Scotland plc, as Security Agent and Mandated Lead Mezzanine Arranger, the financial institutions named on Schedule 1 thereto, as Original Mezzanine Lenders, RBS Mezzanine Limited, as Mezzanine Facility Agent, dated as of November 5, 2004 (as amended from time to time, the "Mezzanine Credit Agreement"), pursuant to a Trademark Security Agreement (the "Trademark Security Document") of even date herewith was entered into by and Debtor and Security Agent. Debtor hereby acknowledges and affirms that the rights and remedies of Security Agent with respect to the liens in the Trademark Collateral made and granted hereby are more fully set forth in the Trademark Security Document, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Limitation on Enforcement Proceeds. The enforcement proceeds under this Agreement shall be limited as follows: if and to the extent that the Debtor is liable pursuant to the Senior Credit Agreement or the Mezzanine Credit Agreement for obligations other than obligations in relation to its own borrowings or borrowings of its Subsidiaries (as defined in the Senior Credit Agreement), such obligations shall (to the extent required by applicable law in force at the relevant time) be limited to the extent and maximum amount of the Debtor's profits and reserves available for distribution as a dividend at the time or times payment is requested hereunder (such amounts being the balance sheet profits and any reserves made for this purpose, in each case in accordance with the relevant provisions of the Swiss Code of Obligations), as evidenced by an audited (interim) balance sheet and less Swiss withholding tax (if and to the extent required by applicable law in force at the relevant time, at the rate of currently 35%).

[signature page follows]

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

BUREAU VAN DIJK - EDITIONS  
ELECTRONIQUES SA

  
By: BRIAN MERCER  
Title: AUTHORISED PERSON


Rue Charles-Sturm 20  
1206 Geneva  
Tel: 41 (22) 703 51 43  
Fax: 41 (22) 346 11 51  
Attention to: Sylvie Roisin

with a copy to:

Avenue Louise 250 Box 14  
B 1050 Brussels, Belgium  
Tel: 32 (0) 2 639 06 06  
Fax 32 (0) 2 648 82 30  
Attention to: Elisabeth Van Damme

ACCEPTED AND ACKNOWLEDGED BY:

THE ROYAL BANK OF SCOTLAND PLC

  
By: DAVID VIALS  
Title: ASSOCIATE DIRECTOR AND AUTHORIZED PERSON

Leveraged Finance  
The Royal Bank of Scotland plc  
Level 5  
135 Bishopsgate  
London, England EC2M 3UR  
Attention: David Vials  
Facsimile: 011 44 (0) 20 7085 6682

57456.000007 RICHMOND 1312753v6

TRADEMARK  
REEL: 003013 FRAME: 0894

**ACKNOWLEDGMENT OF DEBTOR**

STATE OF \_\_\_\_\_ )  
  ) )  
COUNTY OF \_\_\_\_\_ )

ss.

On this 30<sup>th</sup> day of November, 2004 before me personally appeared Brian Hefner, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Boon Van Dyk - Edison who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

{seal}

\_\_\_\_\_  
Notary Public



**ACKNOWLEDGMENT OF SECURED PARTY**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) ss.

On this 30<sup>th</sup> day of November, 2004 before me personally appeared Bernard VIALLS, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of RBS, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public

{seal}



**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Registration No.	Registration Date	Registered Owner	Mark
2816113	February 24, 2004	Bureau van Dijk Editions Electroniques	Bankscope
2236563	April 6, 1999	Bureau van Dijk Editions Electroniques	BVDEP