Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

SourceLink Acquisition, LLC
2451 Lively Boulevard
Elk Grove Village, IL 60007-6726

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
___ Corporation
X Other **Delaware Limited Liability Company**

Citizenship **Delaware**
Execution Date(s) **September 30, 2005**

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

2. Name and Address of receiving party(ies)
Additional name(s) & address(es) attached? X Yes __ No
Name: **Silver Point Finance LLC, as co-administrative agent for the lenders**
Internal Address: **First Floor**
Street Address: **Two Greenwich Plaza**

City: **Greenwich**
State: **CT**
Country: **USA** Zip: **06830**

___ Association – Citizenship ___
___ General Partnership – Citizenship ___
___ Limited Partnership – Citizenship ___
___ Corporation – Citizenship ___
X Other **Limited Liability Company**
Citizenship ___

If assignee is not domiciled in the United States, a domestic representative designation is attached ___ Yes X No.

3. Nature of conveyance:
___ Assignment ___ Merger
___ Security Agreement ___ Change of Name
___ Government Interest Assignment
X Other **Revolver Pledge and Security Agreement**

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

76565465 76565463 76565464
76512652 76213125

B. Trademark Registration No(s).

2407690 2762385 2506996
2591114 2692204 2821573
2586902 2785967 2839632
2827295 2784062 2784061

Additional numbers attached? ___ Yes X No

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

Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2656
Fax: (917) 777-2656
EZiff@skadden.com

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 1.21(h) and 3.41) **$360**

X All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 091050/0001)

8. Payment Information
Deposit Account No. **19-2385**
Authorized user Name: **Philip H. Bartels**

9. Signature.

Elaine D. Ziff
Signature

October 6, 2005
Date

Elaine Ziff, Esq.
Name of Person Signing

Total number of pages including cover sheet, and documents: 29

CH $440.00 192385 76565465

CONTINUATION OF Item 1. Names of Additional Conveying Parties

SourceLink Madison, LLC
5 Olympic Way
Madison, MS 39110
Delaware Limited Liability Company

SourceLink Chicago, LLC
2451 Lively Boulevard
Elk Grove Village, IL 60007-6726
Delaware Limited Liability Company

SourceLink Canada, LLC
1440 Mark Street
Elk Grove Village, IL 60007-6726
Delaware Limited Liability Company

SourceLink Carolina, LLC
1224 Poinsett Highway
Greenville, SC 29609
Delaware Limited Liability Company

SourceLink Ohio, LLC
3303 W. Tech Road
Miamisburg, OH 45342
Delaware Limited Liability Company

SourceLink Los Angeles, LLC
10866 Wilshire Blvd., Ste. 700
Los Angeles, CA 90024-4354
Delaware Limited Liability Company

CONTINUATION OF Item 2. Names of Additional Receiving Parties

SummitBridge National Investments LLC, as co-administrative agent for the lenders
1700 Lincoln St., Suite 2150
Denver, CO 80203
Limited Liability Company

REVOLVER PLEDGE AND SECURITY AGREEMENT

THIS REVOLVER PLEDGE AND SECURITY AGREEMENT, dated as of September 30, 2005 (the "**Security Agreement**" or "**Agreement**"), as it may be amended, modified or supplemented from time to time), among (i) SourceLink Acquisition, LLC, a Delaware limited liability company (the "**Borrower**"), SourceLink Madison, LLC, a Delaware limited liability company, SourceLink Chicago, LLC, a Delaware limited liability company, SourceLink Canada, LLC, a Delaware limited liability company, SourceLink Carolina, LLC, a Delaware limited liability company, SourceLink Ohio, LLC, a Delaware limited liability company, and SourceLink Los Angeles, LLC, a Delaware limited liability company (collectively, the "**Subsidiary Guarantors**" and each, individually, a "**Subsidiary Guarantor**", and together with the Borrower, each, individually, a "**Grantor**", and collectively, the "**Grantors**"), (ii) **Silver Point Finance, LLC** ("**Silver Point**") and SummitBridge National Investments LLC ("**Summit**", and together with Silver Point, in such capacity, the "**Administrative Agent**") together in their joint capacity as co-administrative agents for the lenders (the "**Lenders**") parties to the Credit Agreement (as hereinafter defined) and (iii) Summit,.in its capacity as the servicing agent (in such capacity, the "**Servicing Agent**") for the Adminitrative Agent.

PRELIMINARY STATEMENTS

(1) Silver Point and Summit, in their capacity as co-agents, and the Lenders have entered into a Revolving Loan Agreement, dated as of the date hereof (as it may hereafter be amended or otherwise modified from time to time, the "**Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the Borrower.

(2) It is a condition precedent to the effectiveness of the Credit Agreement that the Grantors shall have entered into this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make extensions of credit under the Credit Agreement, each Grantor hereby agrees with the Administrative Agent for its benefit and the ratable benefit of the Lenders and with the Servicing Agent, as follows:

ARTICLE I

DEFINITIONS

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in New York Uniform Commercial Code. Terms defined in the New York UCC which are not otherwise defined in this Security Agreement are used herein as defined in the New York UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statements, the following terms shall have the following meanings:

"**Accounts**" shall have the meaning set forth in Article 9 of the New York UCC.

"**Article**" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"**Bankruptcy Code**" shall mean Title 11 of the United States Code entitled "Bankruptcy", as now in effect, or any successor statute.

"**Chattel Paper**" shall have the meaning set forth in Article 9 of the New York UCC.

"**Collateral**" means all:

(i) Accounts;

(ii) Chattel Paper;

(iii) Documents;

(iv) General Intangibles;

(v) Goods (including Documents Evidencing Goods and Software Embedded in Goods);

(vi) Insurance;

(vii) Intellectual Property;

(viii) Investment Related Property;

(ix) Letter of Credit Rights;

(x) Money;

(xi) Commercial Tort Claims;

(xii) to the extent not otherwise included above, all motor vehicles and other personal property of any kind and all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing items; and

(xiii) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

"**Collateral Records**" shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"**Collateral Support**" shall mean all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a lien or security interest in such real or personal property.

"**Control**" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the New York UCC.

"**Deposit Accounts**" shall mean all "deposit accounts" as defined in Article 9 of the New York UCC and (ii) shall include, without limitation, all of the accounts listed on Exhibit A hereto under the heading "Deposit Accounts" (as such Exhibit may be amended or supplemented from time to time).

"**Documents**" shall mean all "documents" as defined in Article 9 of the New York UCC.

"**Documents Evidencing Goods**" shall mean all Documents evidencing, representing or issued in connection with Goods.

"**Equipment**" shall mean: (i) all "equipment" as defined in the New York UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, and tools (in each case, regardless of whether characterized as equipment under the New York UCC), (iii) all Fixtures and (iv) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing.

"**Event of Default**" means an event described in Section 5.1.

"**Exhibit**" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"**Fixtures**" shall mean all "fixtures" as defined in Article 9 of the New York UCC.

"**General Intangibles**" (i) shall mean all "general intangibles" as defined in Article 9 of the New York UCC and (ii) shall include, without limitation, all interest rate or currency protection or hedging arrangements, all tax refunds and all licenses, permits, concessions and authorizations, (in each case, regardless of whether characterized as general intangibles under the New York UCC).

"**Goods**" (i) shall mean all "goods" as defined in Article 9 of the New York UCC and (ii) shall include, without limitation, all Inventory, Equipment, Documents Evidencing Goods and Software Embedded In Goods.

"**Instruments**" shall have the meaning set forth in Article 9 of the New York UCC.

"**Insurance**" shall mean: (i) all insurance policies covering any or all of the Collateral (regardless of whether the Administrative Agent is the loss payee thereof) and (ii) any key man life insurance policies.

"**Intellectual Property**" shall mean, collectively, all copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, trade secrets and trade secret licenses.

"**Inventory**" shall mean: (i) all "inventory" as defined in the New York UCC and (ii) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished, all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in any Grantor's business; all goods in which any Grantor has an interest in mass or a joint or other interest or right of any kind; and all goods which are returned to or repossessed by any Grantor, and all accessions thereto and products thereof (in each case, regardless of whether characterized as inventory under the New York UCC).

"**Investment Accounts**" shall mean any Securities Accounts and Deposit Accounts.

"**Investment Related Property**" shall mean: (a) all "investment property" (as such term is defined in Article 9 of the New York UCC) and (b) all of the following (regardless of whether classified as investment property under the New York UCC): all (i) Pledged Equity Interests, (ii) Pledged Debt and (iii) Investment Accounts.

"**Lenders**" means the lenders party to the Credit Agreement and their successors and assigns.

"**Letter of Credit Right**" shall mean "letter-of-credit right" as defined in the New York UCC.

"**Loan Documents**" shall have the meaning assigned thereto in the Credit Agreement.

"**Liens**" shall have the meaning assigned thereto in the Credit Agreement.

"**Money**" shall mean "money" as defined in the New York UCC.

"**New York UCC**" means the New York Uniform Commercial Code as in effect from time to time.

"**Obligations**" means any and all existing and future indebtedness, obligations and liabilities of every kind, nature and character, direct or indirect, absolute or contingent (including

all renewals, extensions and modifications thereof and all reasonable and reimbursable fees, costs and expenses incurred by the Agents or the Lenders in connection with the preparation, administration, collection or enforcement thereof), of the Grantors to either Agent or any Lender, arising under or pursuant to this Security Agreement, or of the Borrower and the Subsidiary Guarantors under the Credit Agreement or any other Loan Document.

"**Payment Intangibles**" shall have the meaning set forth in Article 9 of the New York UCC.

"**Permitted Liens**" shall have the meaning assigned thereto in the Credit Agreement.

"**Pledged Debt**" shall mean all indebtedness for borrowed money owed to any Grantor, whether or not evidenced by any instrument or promissory note, including, without limitation, all indebtedness described on Exhibit A hereto under the heading "Pledged Debt" (as such Exhibit may be amended or supplemented from time to time) all monetary obligations owing to any Grantor from any other Grantor, the instruments evidencing any of the foregoing, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing.

"**Pledged Equity Interests**" shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.

"**Pledged LLC Interests**" shall mean all interests owned by any Grantor in any limited liability company, including, without limitation, all limited liability company interests described on Exhibit A hereto under the heading "Pledged LLC Interests" (as such Exhibit may be amended or supplemented from time to time), and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests and any other warrant, right or option to acquire any of the foregoing.

"**Pledged Partnership Interests**" shall mean all interests owned by any Grantor in any general partnership, limited partnership, limited liability partnership or other partnership, including, without limitation, all partnership interests described on Exhibit A hereto under the heading "Pledged Partnership Interests" (as such Exhibit may be amended or supplemented from time to time) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests and any other warrant, right or option to acquire any of the foregoing.

"**Pledged Stock**" shall mean all shares of capital stock owned by any Grantor, including, without limitation, all shares of capital stock described on Exhibit A hereto under the heading

"Pledged Stock" (as such Exhibit may be amended or supplemented from time to time), and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares and any other warrant, right or option to acquire any of the foregoing.

"**Pledged Trust Interests**" shall mean all interests owned by any Grantor in a Delaware business trust or other trust, including, without limitation, all trust interests described on Exhibit A hereto under the heading "Pledged Trust Interests" (as such Exhibit may be amended or supplemented from time to time) and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests and any other warrant, right or option to acquire any of the foregoing.

"**Proceeds**" shall mean: (i) all "proceeds" as defined in Article 9 of the New York UCC, (ii) payments or distributions made with respect to any Investment Related Property and (iii) whatever is receivable or received when Collateral or proceeds are sold, leased, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

"**Receivables Contracts**" shall mean all (i) Accounts, (ii) Chattel Paper, (iii) Payment Intangibles, (iv) Instruments and (v) to the extent not otherwise covered above, all other rights to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, regardless of how classified under the New York UCC together with all of the Grantors' rights, if any, in any goods or other property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all records pertaining to the foregoing; provided, however, that Receivables Contracts shall not include any Investment Related Property.

"**Section**" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"**Securities Accounts**" (i) shall mean all "securities accounts" as defined in Article 8 of the New York UCC and (ii) shall include, without limitation, all of the accounts listed on Exhibit A hereto under the heading "Securities Accounts" (as such Exhibit may be amended or supplemented from time to time).

"**Securities Collateral**" with respect to any Grantor shall mean the Pledged Equity Interests and Pledged Debt.

"**Software Embedded in Goods**" means, with respect to any Goods, any computer program embedded in Goods and any supporting information provided in connection with a transaction relating to the program if (i) the program is associated with the Goods in such a

manner that it customarily is considered part of the Goods or (ii) by becoming the owner of the Goods a person acquires a right to use the program in connection with the Goods.

"Supporting Obligation" shall mean all "supporting obligations" as defined in the New York UCC.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II

GRANT OF SECURITY INTEREST

2.1. Grant of Security. Each of the Grantors hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the Collateral to secure the prompt and complete payment and performance of the Obligations.

2.2. Excluded Collateral. The security interest granted pursuant to Section 2.1 hereof shall not attach to any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity).

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each of the Grantors represents and warrants to the Agents and the Lenders that:

3.1. Title, Authorization, Validity and Enforceability. Such Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens (other than Permitted Liens), and has full power and authority to grant to the Administrative Agent the security interest in such Collateral pursuant hereto. The execution and delivery by such Grantor of this Security Agreement has been duly authorized by proper limited liability company or other proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of such Grantor and creates a security interest which is enforceable against such Grantor in all Collateral it now owns or hereafter acquires. When financing statements have been filed in the appropriate offices against such Grantor in the locations listed on Exhibit B, the Administrative

Agent will have a fully perfected first priority security interest in the Collateral owned by such Grantor in which a security interest may be perfected by filing.

3.2. Conflicting Laws and Contracts. The execution, delivery and performance by such Grantor of this Security Agreement (i) are within such Grantor's powers, (ii) have been duly authorized by all necessary limited liability company or other organizational action or proceedings and (iii) do not and will not (A) require any consent or approval of the stockholders (or other applicable holder of equity) of such Grantor (other than such consents and approvals which have been obtained and are in full force and effect), (B) violate any provision of the certificate of formation or operating agreement (or other comparable constitutive documents) of such Grantor or of law, (C) violate any legal restriction binding on or affecting such Grantor, (D) result in a breach of, or constitute a default under, any indenture or loan or credit agreement or any other agreement, lease or instrument to which such Grantor is a party or by which it or its properties may be bound or affected, or (E) result in or require the creation of any Lien upon or with respect to any of its properties.

3.3. Type and Jurisdiction of Organization. Each of the Grantors is a limited liability company organized under the laws of the State of Delaware.

3.4. Pledged Equity Interests. Exhibit A hereto (as such Exhibit may be amended or supplemented from time to time) sets forth under the headings "Pledged Stock", "Pledged LLC Interests", "Pledged Partnership Interests", and "Pledged Trust Interests" respectively, all of the Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Exhibit. Each Grantor is the record and beneficial owner of the Pledged Equity Interests free of all Liens, rights or claims of other Persons (other than Permitted Liens) and there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests.

3.5. Pledged Debt. Exhibit A hereto (as such Exhibit may be amended or supplemented from time to time) sets forth under the heading "Pledged Debt" all of the Pledged Debt owned by any Grantor and all of such Pledged Debt has been duly authorized, authenticated or issued, and delivered and is the legal, valid and binding obligation of the issuers thereof and is not in default and constitutes all of the issued and outstanding inter-company indebtedness evidenced by an Instrument or certificated security of the respective issuers thereof owing to such Grantor.

ARTICLE IV

COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

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4.1. General.

4.1.1 Inspection. Each Grantor will permit either Agent or any Lender, by its representatives and agents (i) to inspect the Collateral, (ii) to examine and make copies of the Collateral Records and (iii) to discuss the Collateral and the Collateral Records of such Grantor with, and to be advised as to the same by, such Grantor's officers and employees all at such reasonable times and intervals as such Agent or such Lender may determine.

4.1.2 Records and Reports. Each Grantor will maintain complete and accurate Collateral Records with respect to the Collateral owned by such Grantor, and furnish to the Servicing Agent, with sufficient copies for each of the Lenders, reports relating to the Collateral as the Servicing Agent shall from time to time reasonably request.

4.1.3 Financing Statements; Further Assurances; Defense of Title. Each Grantor hereby authorizes the Administrative Agent to file, and if requested will execute and deliver to the Administrative Agent, all financing statements describing the Collateral owned by such Grantor, and shall promptly authenticate, execute and deliver all further instruments and documents and take such other actions as may from time to time be necessary or desirable, or that the Administrative Agent may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral, including without limitation, providing to the Servicing Agent a revised version of Exhibit A hereto as and when necessary. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Administrative Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure that the perfection of the security interest in the Collateral granted to the Administrative Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired." Each Grantor will take any and all actions necessary to defend title to the Collateral owned by such Grantor against all persons and to defend the security interest of the Administrative Agent in such Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.4 Change in Corporate Existence, Type or Jurisdiction of Organization, Location, Name. Each Grantor will preserve its existence, not change its jurisdiction of organization, and not change its mailing address, unless, in each such case, such Grantor shall have given the Administrative Agent and the Servicing Agent not less than ten (10) days' prior written notice of such event or occurrence and the Administrative Agent shall have either (x) determined that such event or occurrence will not adversely affect the validity, perfection or priority of the Administrative Agent's security interest in the Collateral owned by such Grantor, or (y) taken such steps (with the cooperation of such Grantor to the extent necessary or advisable) as are necessary or advisable to properly maintain the validity, perfection and priority of the Administrative Agent's security interest in the Collateral owned by such Grantor.

4.2. Certificated Securities. Each Grantor will (i) deliver to the Servicing Agent immediately upon execution of this Security Agreement the originals of all certificates or Instruments representing or evidencing the Investment Related Property owned by the Grantor (if any then exist) and (ii) hold in trust for the Administrative Agent upon receipt and immediately thereafter deliver to the Servicing Agent any additional certificates and Instruments representing or evidencing the Investment Related Property owned by the Grantor.

4.3. Uncertificated Securities and Certain Other Investment Property. Each Grantor will permit the Administrative Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Related Property not represented by certificates which are Collateral owned by such Grantor to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Related Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Administrative Agent granted pursuant to this Security Agreement. Promptly upon any request by the Administrative Agent, each Grantor will use commercially reasonable efforts, with respect to Investment Related Property constituting Collateral owned by such Grantor held with a financial intermediary, to cause such financial intermediary to enter into a control agreement with the Administrative Agent in form and substance reasonably satisfactory to the Administrative Agent.

4.4. Other Ownership Interests. Each Grantor will permit any registerable Collateral owned by such Grantor to be registered in the name of the Administrative Agent or its nominee at any time at the option of the Administrative Agent following the occurrence and during the continuance of an Event of Default.

4.5. Voting Rights and Dividends.

4.5.1 Rights Prior to Default. So long as no Event of Default shall have occurred and be continuing:

(i) Each Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Collateral owned by such Grantor or any part thereof for any purpose not inconsistent with the terms of this Security Agreement or the Credit Agreement; provided, however, that each Grantor shall not exercise or refrain from exercising any such right if such action would have a material adverse effect on the value of the Collateral.

(ii) Each Grantor shall be entitled to receive and retain any and all dividends and interest paid in respect of the Collateral owned by such Grantor; provided, however, that any and all (a) dividends and interest paid or payable other than in cash in respect of, and securities, instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any such Collateral, and (b) dividends, interest and other distributions paid or payable in cash in respect of any such Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, shall be, and shall be forthwith delivered to the Servicing Agent to hold as, Collateral and shall, if received by such Grantor, be received in trust for the benefit of the Administrative Agent, be segregated from the

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other property or funds of such Grantor, and be forthwith delivered to the Servicing Agent as Collateral in the same form as so received (with any necessary indorsement or assignment).

(iii) The Administrative Agent shall execute and deliver (or cause to be executed and delivered) to each Grantor all such proxies and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and other rights which it is entitled to exercise pursuant to paragraph (i), above, and to receive the dividends and interest which it is authorized to receive and retain pursuant to paragraph (ii), above.

4.5.2 Rights During Default. Upon the occurrence and during the continuance of an Event of Default:

(i) Upon written notice to each Grantor by the Administrative Agent, all rights of such Grantor to exercise or refrain from exercising the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 4.5.1(i) and to receive the dividends and interest which it would otherwise be authorized to receive and retain pursuant to Section 4.5.1(ii) shall cease, and all such rights shall thereupon become vested in the Administrative Agent who shall thereupon have the sole right to exercise or refrain from exercising such voting and other consensual rights and to permit the Servicing Agent to receive and hold as Collateral such dividends and interest.

(ii) All dividends and interest and other property which are received by any Grantor contrary to the provisions of paragraph (i) of this Section 4.5.2 shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Servicing Agent as Collateral in the same form as so received (with any necessary indorsement).

ARTICLE V

DEFAULT

5.1. Default. The occurrence of any "Event of Default" under, and as defined in, the Credit Agreement shall constitute an Event of Default hereunder.

5.2. Acceleration and Remedies. Upon the acceleration of the Obligations under the Credit Agreement pursuant to Section 8.1 thereof, the Administrative Agent may, with the concurrence or at the direction of the Lenders, exercise any or all of the following rights and remedies:

5.2.1 Those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document, provided that this Section 5.2.1 shall not be understood to limit any rights or remedies available to the Administrative Agent and the Lenders prior to an Event of Default.

5.2.2 Those rights and remedies available to a secured party under the New York UCC (whether or not the New York UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

5.2.3 Without notice except as specifically provided herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable.

The Administrative Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. Notwithstanding any other provision of this Security Agreement, the enforcement of this Security Agreement by the Administrative Agent and the Lenders and the exercise of remedies hereunder shall at all times be subject to any limitations on such enforcement or exercise imposed by applicable law.

ARTICLE VI

WAIVERS, AMENDMENTS AND REMEDIES

6.1. No delay or omission of either Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Event of Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Servicing Agent, the Administrative Agent with the concurrence or at the direction of the Lenders and each Grantor, and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Agents and the Lenders until the Obligations have been paid in full.

ARTICLE VII

RIGHTS OF CONTRIBUTION WITH RESPECT TO OBLIGATIONS

7.1. Rights of Contribution. To the extent that any payment is made on the Obligations by or on behalf of any Subsidiary Guarantor or Grantor (each, an "**Obligor**") under or pursuant to the Credit Agreement or this Security Agreement (an "**Obligor Payment**") which, taking into account all other Obligor Payments then previously or concurrently made by any other Obligor, exceeds the amount which otherwise would have been paid by or attributable to such Obligor if each Obligor had paid the aggregate Obligations satisfied by such Obligor Payment in the same proportion as such Obligor's "Allocable Amount" (as defined below) (as determined immediately prior to such Obligor Payment) bore to the aggregate Allocable

Amounts of each of the Obligors as determined immediately prior to the making of such Obligor Payment, then, following payment in full in cash of the Obligations and the termination or expiration of all Commitments, such Obligor shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Obligor for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Obligor Payment.

7.2. Allocable Amount. As of any date of determination, the "Allocable Amount" of any Obligor shall be equal to the maximum amount of the claim which could then be recovered from such Obligor with respect to the Obligations without rendering such claim voidable or avoidable under Section 548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law.

7.3. Rights Among Obligors. This Article VII is intended only to define the relative rights of the Obligors, and nothing set forth in this Article VII is intended to or shall impair the obligations of the Obligors to pay any amounts as and when the same shall become due and payable in accordance with the terms of the Credit Agreement or this Security Agreement.

7.4. Rights as Assets. The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Obligors to which such contribution and indemnification is owing.

7.5. Rights Deferred. The rights of the indemnifying Obligors against other Obligors with respect to any payments on the Obligations shall be exercisable upon the full payment of the Obligations in cash and the termination or expiry of the Commitments.

ARTICLE VIII

SUBORDINATION OF INTERCOMPANY INDEBTEDNESS

8.1. Each Grantor agrees that any and all claims of such Grantor against any other Loan Party with respect to any "Intercompany Indebtedness" (as hereinafter defined), any endorser, obligor or any other guarantor of all or any part of the Obligations, or against any of its properties shall be subordinate and subject in right of payment to the prior payment, in full and in cash, of all Obligations. If all or any part of the assets of any Loan Party, or the proceeds thereof, are subject to any distribution, division or application to the creditors of such Loan Party, whether partial or complete, voluntary or involuntary, and whether by reason of liquidation, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding, or if the business of any such Loan Party is dissolved or if substantially all of the assets of any such Loan Party are sold, then, and in any such event (such events being herein referred to as an "**Insolvency Event**"), any payment or distribution of any kind or character, either in cash, securities or other property, which shall be payable or deliverable upon or with respect to any indebtedness of any Loan Party to any Grantor ("**Intercompany Indebtedness**") shall be paid or delivered directly to the Servicing Agent for

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application to the Obligations, whether matured or unmatured. Should any payment, distribution, security or instrument or proceeds thereof be received by any Grantor upon or with respect to the Intercompany Indebtedness after any Insolvency Event and prior to the satisfaction of all of the Obligations and the termination or expiration of all Commitments of the Lenders, such Grantor shall receive and hold the same in trust, as trustee, for the benefit of the Lenders and shall forthwith deliver the same to the Servicing Agent, for the benefit of the Lenders, in precisely the form received (except for the endorsement or assignment of the Obligor where necessary), for application to the Obligations, whether matured or unmatured, and, until so delivered, the same shall be held in trust by such Grantor as the property of the Lenders.

ARTICLE IX

GENERAL PROVISIONS

9.1. Secured Party Performance of Grantor's Obligations. Without having any obligation to do so, the Administrative Agent may perform or pay any obligation which any Grantor has agreed to perform or pay in this Security Agreement and such Grantor shall reimburse the Administrative Agent for any reasonable amounts paid by the Administrative Agent pursuant to this Section 9.1. Each Grantor's obligation to reimburse the Administrative Agent pursuant to the preceding sentence shall be an Obligation payable on demand.

9.2. Authorization for Secured Party to Take Certain Action. Each Grantor irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney in fact (i) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral owned by such Grantor and which are Securities Collateral or with financial intermediaries holding other Investment Related Property as may be necessary or advisable solely to give the Administrative Agent Control over such Securities Collateral or other Investment Related Property, (ii) following the occurrence and during the continuance of an Event of Default, to enforce payment of the Instruments and Accounts which are Collateral in the name of the Administrative Agent or such Grantor, (iii) following the occurrence and during the continuance of an Event of Default, to apply the proceeds of any Collateral received by either Agent to the Obligations and (iv) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral, and each Grantor agrees to reimburse the Administrative Agent on demand for any reasonable payment made or any reasonable expense incurred by the Administrative Agent in connection therewith, provided that this authorization shall not relieve any Grantor of any of its obligations under this Security Agreement or under the Credit Agreement.

9.3. Successors and Assigns. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantors and the Agents and their respective successors and assigns; provided, however, that no Grantor shall have the right to assign its rights or obligations under this Security Agreement.

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9.4. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

9.5. Taxes and Expenses. Any stamp, documentary or (to the extent provided in the Credit Agreement) withholding taxes payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Grantors, together with interest and penalties, if any. The Grantors shall reimburse each Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of such Agent) paid or incurred by such Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement, or in the creation, perfection and maintenance of the security interests granted hereunder, and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Grantors in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantors.

9.6. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

9.7. **CHOICE OF LAW; JURISDICTION; WAIVER OF JURY TRIAL. THIS SECURITY AGREEMENT IS A CONTRACT UNDER THE LAWS OF THE STATE OF NEW YORK AND SHALL FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF SAID STATE OF NEW YORK. EACH GRANTOR AND EACH AGENT AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS SECURITY AGREEMENT MAY BE BROUGHT IN ANY COURT OF THE STATE OF NEW YORK OR ANY FEDERAL COURT SITTING THEREIN AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF ANY SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE BY MAIL AT THE ADDRESS SPECIFIED PURSUANT TO SECTION 9.9 HEREOF. EACH GRANTOR AND EACH AGENT HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM. EACH GRANTOR AND EACH AGENT HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDINGS ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT.**

9.8. Indemnity. Each Grantor agrees to indemnify each Agent, and its respective directors, officers, employees and attorneys against all losses, claims, damages, penalties, judgments, liabilities and expenses (including, without limitation, all expenses of litigation or preparation therefor whether or not such Agent is a party thereto) which any of them may pay or incur arising out of or relating to this Security Agreement, the transactions contemplated hereby or the ownership, delivery, possession, or other disposition of any Collateral, except to the extent

that such losses, claims, damages, penalties, judgments, liabilities and expenses were caused by the gross negligence or willful misconduct of such indemnified party. The obligations of Borrower under this Section 9.8 shall survive the termination of this Security Agreement.

9.9. Addresses for Notices. Any notice required or permitted to be given under this Security Agreement may be, and shall be deemed, given when deposited in the United States mail, postage prepaid, or by facsimile transmission when mechanical confirmation of a successful transmission has been received, or by telegraph or telex when delivered to the appropriate office for transmission, charges prepaid, addressed to any Grantor or either Agent, as applicable, at the addresses specified in the Credit Agreement. Borrower, either Agent or any Lender may each change the address for service of notice upon it by a notice in writing to the other parties hereto.

9.10. Continuing Security Interest; Assignments under Credit Agreement. This Security Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the earlier to occur of (x) the payment in full of all Obligations of the Borrower now or hereafter existing under the Credit Agreement, whether for principal, interest, fees, expenses or otherwise, and all other amounts payable under this Security Agreement, and the expiration or termination of the Commitments and (y) the release by the Lenders of their Lien on all of the Collateral, (ii) be binding upon the Grantors, their respective successors and assigns, and (iii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of, and be enforceable by, the Administrative Agent and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitment, the Loans owing to it and any Promissory Note held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, subject, however to the provisions of the Credit Agreement. Upon the earlier to occur of (A) the payment in full of all Obligations of the Borrower now or hereafter existing under the Credit Agreement, whether for principal, interest, fees, expenses or otherwise, and all other amounts payable under this Security Agreement, and the expiration or termination of the Commitments and (B) the release by the Lenders of their Lien on all of the Collateral, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Grantors. Notwithstanding the foregoing, if all or substantially all of the assets of any Grantor or 100% of the stock or other ownership interests of any Grantor is sold in a transaction permitted under the Credit Agreement, such Grantor shall automatically be released from its obligations under this Security Agreement, and the security interest granted hereby by such Grantor shall terminate and all rights to the Collateral with respect to which such Grantor granted a security interest shall revert to such Grantor. In addition, the Administrative Agent shall release any Collateral as permitted or required pursuant to the Credit Agreement. Upon any such termination, the Servicing Agent will, at the Grantors' expense, return to the Grantors such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof and the Administrative Agent will execute and deliver to the Grantors such documents as any Grantor shall reasonably request to evidence such termination.

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9.11. Entire Agreement. This Security Agreement, together with all of the other Loan Documents and all certificates and documents delivered hereunder or thereunder, embodies the entire agreement of the parties and supercedes all prior agreements and understandings relating to the subject matter hereof. In the event of any conflict between the terms of this Security Agreement and any other Loan Document, the terms of this Security Agreement shall govern.

9.12. Standard of Care; Agents May Perform. The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Collateral and the interests of the Lenders and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in either Agent's possession and the accounting for moneys actually received by such Agent hereunder, neither Agent shall have any duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Each Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which such Agent accords its own property. Neither Agent nor any of its respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise. If any Grantor fails to perform any agreement contained herein, the Administrative Agent may itself perform, or cause performance of, such agreement.

9.13. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and either of the parties hereto may execute this Security Agreement by signing any such counterpart. This Security Agreement, any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other means of electronic transmission, shall be treated in all manner and respects and for all purposes an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

9.14. Severability. Any provision in this Security Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the date first above written.

GRANTORS:

SOURCELINK ACQUISITION, LLC

By: Scott B Lavie
Name: Scott B. Lavie
Title: Authorized Person

SOURCELINK MADISON, LLC

By: Scott B Lavie
Name: Scott B. Lavie
Title: Authorized Person

SOURCELINK CHICAGO, LLC

By: Scott B Lavie
Name: Scott B. Lavie
Title: Authorized Person

SOURCELINK CANADA, LLC

By: Scott B Lavie
Name: Scott B. Lavie
Title: Authorized Person

SOURCELINK CAROLINA, LLC

By: Scott B Lavie
Name: Scott B. Lavie
Title: Authorized Person

SOURCELINK OHIO, LLC

By: Scott B Lavie
Name: Scott B. Lavie
Title: Authorized Person

SOURCELINK LOS ANGELES, LLC

By: Scott B Lavie
Name: Scott B. Lavie
Title: Authorized Person

SILVER POINT FINANCE, LLC,
acting in its capacity as Administrative Agent

By: _____
Name: Jeffrey A. Gelfand
Title: Authorized Signatory

SUMMITBRIDGE NATIONAL INVESTMENTS LLC,
acting in its capacity as Administrative Agent

By:_____
Name:
Title:

CONSTANTINE DAKOLIAS
AUTHORIZED SIGNATORY

SUMMITBRIDGE NATIONAL INVESTMENTS LLC,
acting in its capacity as Servicing Agent

By:_____
Name:
Title: CONSTANTINE DAKOLIAS
AUTHORIZED SIGNATORY

EXHIBIT A

PLEDGED EQUITY INTERESTS AND PLEDGED DEBT

Pledged Stock:

Grantor	Stock Issuer	Class of Stock	Certificated (Y/N)	Stock Certificate No.	Par Value	No. of Pledged Stock	% of Outstanding Stock of the Stock Issuer
SourceLink Canada, LLC	Zydeco Sourcelink Corp.	Common	Y	6	NPV	100 shares	100%

Pledged LLC Interests:

Grantor	Limited Liability Company	Certificated (Y/N)	Certificate No. (if any)	No. of Pledged Units	% of Outstanding LLC Interests of the Limited Liability Company
SourceLink Acquisition, LLC	SourceLink Madison, LLC	N	N/A		100%
SourceLink Acquisition, LLC	SourceLink Canada, LLC	N	N/A		100%
SourceLink Acquisition, LLC	SourceLink Chicago, LLC	N	N/A		100%
SourceLink Acquisition, LLC	SourceLink Carolina, LLC	N	N/A		100%
SourceLink Acquisition, LLC	SourceLink Ohio, LLC	N	N/A		100%
SourceLink Acquisition, LLC	SourceLink Los Angeles, LLC	N	N/A		100%

Pledged Partnership Interests:

Grantor	Partnership	Type of Partnership Interests (e.g., general or limited)	Certificated (Y/N)	Certificate No. (if any)	% of Outstanding Partnership Interests of the Partnership
None.					

Pledged Trust Interests:

Grantor	Trust	Class of Trust Interests	Certificated (Y/N)	Certificate No. (if any)	% of Outstanding Trust Interests of the Trust
None.					

Pledged Debt:

Grantor	Issuer	Original Principal Amount	Outstanding Principal Balance	Issue Date	Maturity Date
SourceLink Acquisition, LLC	SourceLink Madison, LLC	4,043,518.32	4,043,518.32	September 29, 2005	Payable on Demand
SourceLink Acquisition, LLC	SourceLink Canada, LLC	3,920,075.09	3,920,075.09	September 29, 2005	Payable on Demand
SourceLink Acquisition, LLC	SourceLink Chicago, LLC	6,256,463.92	6,256,463.92	September 29, 2005	Payable on Demand
SourceLink Acquisition, LLC	SourceLink Carolina, LLC	4,793,210.09	4,793,210.09	September 29, 2005	Payable on Demand
SourceLink Acquisition, LLC	SourceLink Ohio, LLC	6,798,409.79	6,798,409.79	September 29, 2005	Payable on Demand
SourceLink Acquisition, LLC	SourceLink Los Angeles, LLC	1,460,243.03	1,460,243.03	September 29, 2005	Payable on Demand

Securities Accounts:

Grantor	Share of Securities Intermediary	Account Number	Account Name
None.			

Deposit Accounts:

Grantor	Name of Depositary Bank	Account Number	Account Name
None.			

PLEDGED TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Country	Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
SourceLink Acquisition, LLC	U.S.	SOURCELINK	2,407,690	11/28/2000
SourceLink Acquisition, LLC	U.S.	SOURCELINK CCG	(76-565,465)	(12/4/2003)
SourceLink Acquisition, LLC	U.S.	SOURCELINK DIRECT	(76-565,463)	(12/4/2003)
SourceLink Acquisition, LLC	U.S.	SOURCELINK QUERY	(76-565,464)	(12/4/2003)
SourceLink Carolina, LLC	U.S.	SMART MODELING	(76-512, 652)	(5/8/2003)
SourceLink Chicago, LLC	U.S.	PLANET TRAC	2,762,385	9/9/2003
SourceLink Chicago, LLC	U.S.	IMAGIN	2,506,996	11/13/2001
SourceLink Chicago, LLC	U.S.	INFINI	2,591,114	7/9/2002
SourceLink Chicago, LLC	U.S.	IREPORTS	2,692,204	3/4/2003
SourceLink Chicago, LLC	U.S.	TELETRAC	2,821,573	3/9/2004
SourceLink Chicago, LLC	U.S.	IBROADCAST	2,586,902	6/25/2002
SourceLink Chicago, LLC	U.S.	IDIRECT	(76-213,125)	(2/21/2001)

Owner	Country	Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
SourceLink Madison, LLC	U.S.	AGS	2,785,967	11/25/2003
SourceLink Madison, LLC	U.S.	SELECTPRINT	2,839,632	5/11/2004
SourceLink Madison, LLC	U.S.	WEB2 PRESS	2,827,295	3/30/2004
SourceLink Madison, LLC	U.S.	ACCULINK	2,784,062	11/18/2003
SourceLink Madison, LLC	U.S.	ACCUPRO	2,784,061	11/18/2003

PLEDGED PATENTS AND PATENT APPLICATIONS

Owner	Country	Title	(App. No.)	(App. Date)
SourceLink Chicago, LLC	U.S.	Method and System for Conducting Multi-Channel Promotional Campaigns	(10/074,643)	(Approx. Feb. 2002)

EXHIBIT B

FINANCING STATEMENT FILING OFFICES

Entity:	Filing Office:
All Grantors	Delaware