11-03-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

11-1-05

RECORD TRADEMARKS ONLY

103112507

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):

Arbitron Inc., a Delaware corporation

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [XX] Corporation-State
- [ ] Other

Citizenship (see guidelines)

Execution Date(s) 09/30/05

Additional names of conveying parties attached? [ ] Yes [XX] No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? [ ] Yes [XX] No

Name: Bank of America, N.A., as Administrative Agent

Internal Address: Mail Stop NC1-007-17-15

Street Address: 100 North Tryon Street

City: Charlotte

State: NC

Country: USA Zip: 28202

- [ ] Association Citizenship
- [ ] General Partnership Citizenship
- [ ] Limited Partnership Citizenship
- [ ] Corporation Citizenship
- [XX] Other National Banking Association Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [XX] No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [XX] Security Agreement
- [ ] Change of Name
- [ ] Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,660,229; 2,907,833; 2,808,091; 2,824,343

Additional sheet(s) attached? [ ] Yes [XX] No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Patricia O'Donnell

Internal Address: Arbitron Inc. Legal and Business Affairs

Street Address: 9705 Patuxent Woods Drive

City: Columbia

State: MD Zip: 21046

Phone Number:

Fax Number:

Email Address:

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $115.00

- [ ] Authorized to be charged by credit card
- [XX] Authorized to be charged to deposit account
- [ ] Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 01-2225

Authorized User Name

9. Signature: Patricia O'Donnell
Signature

09/30/05
Date

Patricia O'Donnell
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/02/2005 ECOOPER 00000036 012225 2808091
01 FC:8521 40.00 DA
02 FC:8522 75.00 DA

SUPPLEMENTAL IP SECURITY AGREEMENT

THIS SUPPLEMENTAL IP SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2005, is made by and among ARBITRON INC., a Delaware corporation (the "Grantor") in favor of BANK OF AMERICA, N.A., as the Collateral Agent for the benefit of: (a) BANK OF AMERICA, N.A., as the administrative agent (in such capacity, the "Administrative Agent") for itself and the financial institutions (the "Lenders" and, individually, a "Lender") from time to time party to that certain Credit Agreement dated as of January 31, 2001 (as renewed, extended, modified, amended or restated from time to time, the "Credit Agreement"); (b) the "Swap Provider" (as defined in the Security Agreement); and (c) the Note Holders party from time to time to the Note Purchase Agreement.

RECITALS

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

SECTION 2 Grant of Security Interest.

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

(b) Notwithstanding the foregoing provisions of this Section 2, the grant of a security interest as provided herein shall not extend to, and the term "Intellectual Property" shall not include, Intellectual Property which is now or hereafter held by

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Grantor as licensee, lessee or otherwise to the extent such Intellectual Property consists of: (i) ordinary shrinkwrap licenses governing software products that Grantor purchased in the Ordinary Course of Business; or (ii) licenses listed on Schedule 5.17 of the Credit Agreement.

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

SECTION 4 Collateral Agent's Duties. Notwithstanding any provision contained in this Agreement, the Collateral Agent shall have no duty to exercise any of the rights, privileges or powers afforded to such party and shall not be responsible to Grantor or any other Person for any failure to do so or delay in doing so. Beyond the exercise of reasonable care to assure the safe custody of Collateral in the Collateral

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Agent's possession, and the accounting for moneys actually received by the Collateral Agent hereunder, the Collateral Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 5 Credit Parties' Rights and Remedies.

(a) Upon and during the continuation of a Default, the Collateral Agent shall have all rights and remedies available to it under this Agreement, the Security Agreement and applicable law with respect to the security interests in any of the Intellectual Property. Grantor agrees that such rights and remedies include, but are not limited to, the right of the Collateral Agent as a secured party to sell or otherwise dispose of the Intellectual Property pursuant to the UCC.

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

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

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

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

SECTION 9 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of

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which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

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

ARBITRON INC.
Grantor

By: _____
Name: Dolores L. Cody
Title: Executive Vice President, Chief Legal Officer and Secretary

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

By: Christopher G. Mattson
Name: CHRISTOPHER G. MATTHON
Title: MANAGING DIRECTOR

STATE OF MARYLAND
COUNTY OF HOWARD

SUBSCRIBED and SWORN to before me this 30th day of September 2005.

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

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SCHEDULE 1
to the Supplemental IP Security Agreement

(a) New Issued Patents of Grantor

None.

(b) Pending Patent Applications of Grantor

Grantor	Application No.	Filing Date	Inventor	Mark
Arbitron	11/083640	03/18/05	Jensen, Crystal, Neuhouser, Zhang, Pugh, Visuis and Flanagan	GATHERING DATA CONCERNING PUBLICATION USAGE
Arbitron	11/083627	03/18/05	Jensen, Crystal, Neuhouser, Zhang, Pugh, Visuis and Flanagan	GATHERING DATA CONCERNING PUBLICATION USAGE
Arbitron	11/084545	03/18/05	Jensen, Crystal, Neuhouser, Zhang, Pugh, Visuis and Flanagan	GATHERING DATA CONCERNING PUBLICATION USAGE
Arbitron	11/084646	03/18/05	Jensen, Crystal, Neuhouser, Zhang, Pugh, Visuis and Flanagan	GATHERING DATA CONCERNING PUBLICATION USAGE
Arbitron	11/084663	03/18/05	Jensen, Crystal, Neuhouser, Zhang, Pugh, Visuis and Flanagan	GATHERING DATA CONCERNING PUBLICATION USAGE
Arbitron	11/084642	03/18/05	Jensen, Crystal, Neuhouser, Zhang, Pugh, Visuis and Flanagan	GATHERING DATA CONCERNING PUBLICATION USAGE
Arbitron	11/084604	03/18/05	Jensen, Crystal, Neuhouser, Zhang, Pugh, Visuis and Flanagan	GATHERING DATA CONCERNING PUBLICATION USAGE

Grantor	Application No.	Filing Date	Inventor	Mark
Arbitron	11/084641	03/18/05	Jensen, Crystal, Neuhouser, Zhang, Pugh, Visuis and Flanagan	GATHERING DATA CONCERNING PUBLICATION USAGE

(c) New U.S. Trademarks of Grantor

Grantor	Registration No.	Registration Date	Applicant	Mark
Arbitron	2,660,229	12/10/02	Arbitron	MEASURECAST
Arbitron	2,907,833	12/07/04	Arbitron	RETAILDIRECT
Arbitron	2,808,019	01/27/04	Arbitron	TRAFFICLINK
Arbitron	2,824,343	03/23/04	Arbitron	TAPMEDIA

(d) Pending Trademark Applications of Grantor

None.

(e) New Copyrights of Grantor

Grantor	Copyright Title		Reg. No.	Date of Issue
Arbitron	Station Audience Estimates – RM3M4 – Winter 2005 (Revision including Estimates for January, February and March 2005)	Groups 5 and 6	1-231-645	04/28/05
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Winter 2005 (January, February and March 2005)	Groups 6 and 7	1-231-646	04/28/05
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Winter 2005 (January, February and March 2005)	Groups 4 and 5	1-231-647	04/27/05
Arbitron	Station Audience Estimates – RM3M4 – Winter 2005 (Revision including Estimates for January, February and March 2005)	Groups 9 and 10	1-234-307	05/04/05
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Winter 2005 (January, February and March 2005)	Group 10	1-234-306	05/04/05

Grantor	Copyright Title		Reg. No.	Date of Issue
Arbitron	Station Audience Estimates – RM3M4 – Winter 2005 (Revision including Estimates for January, February and March 2005)	Groups 7 and 8	1-234-093	05/03/05
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Winter 2005 (January, February and March 2005)	Groups 8 and 9	1-234-094	05/03/05
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Winter 2005 (January, February and March 2005)	Groups 1, 2 and 3	1-234-103	04/22/05
Arbitron	Station Audience Estimates – RM3M4 – Winter 2005 (Revision including Estimates for January, February and March 2005)	Groups 1 and 2	1-234-104	04/22/05
Arbitron	Station Audience Estimates – RM3M4 – Winter 2005 (Revision including Estimates for January, February and March 2005)	Groups 3 and 4	1-235-982	04/27/05

(f) New Copyright Applications of Grantor

Grantor	Title		Application No.	Date of Application
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Spring 2005 (April, May and June 2005)	Group 18	N/A	08/09/05
Arbitron	Station Audience Estimates – RM3M4 – Spring 2005 (Revision including Estimates for April, May and June 2005)	Groups 17 and 18	N/A	08/09/05
Arbitron	Station Audience Estimates – RM3M4 – Spring 2005 (Revision including Estimates for April, May and June 2005)	Groups 15 and 16	N/A	08/04/05
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Spring 2005 (April, May and June 2005)	Groups 16 and 17	N/A	08/04/05
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Spring 2005 (April, May and June 2005)	Groups 14 and 15	N/A	08/03/05

Grantor	Title		Application No.	Date of Application
Arbitron	Station Audience Estimates – RM3M4 – Spring 2005 (Revision including Estimates for April, May and June 2005)	Groups 13 and 14	N/A	08/03/05
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Spring 2005 (April, May and June 2005)	Groups 12 and 13	N/A	08/01/05
Arbitron	Station Audience Estimates – RM3M4 – Spring 2005 (Revision including Estimates for April, May and June 2005)	Groups 11 and 12	N/A	08/01/05
Arbitron	Station Audience Estimates – RM3M4 – Spring 2005 (Revision including Estimates for April, May and June 2005)	Groups 9 and 10	N/A	07/27/05
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Spring 2005 (April, May and June 2005)	Groups 10 and 11	N/A	07/27/05
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Spring 2005 (April, May and June 2005)	Groups 8 and 9	N/A	07/26/05
Arbitron	Station Audience Estimates – RM3M4 – Spring 2005 (Revision including Estimates fro April, May and June 2005)	Groups 7 and 8	N/A	07/26/05
Arbitron	Station Audience Estimates – RM3M4 – Spring 2005 (Revision including Estimates for April, May and June 2005)	Groups 5 and 6	N/A	07/22/05
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Spring 2005 (April, May and June 2005)	Groups 6 and 7	N/A	07/22/05
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Spring 2005 (April, May and June 2005)	Groups 4 and 5	N/A	07/19/05
Arbitron	Station Audience Estimates – RM3M4 – Spring 2005 (Revision including Estimates for April, May and June 2005)	Groups 3 and 4	N/A	07/19/05
Arbitron	Station Audience Estimates – RM3M4 – Spring 2005 (Revision including Estimates for April, May and June 2005)	Groups 1 and 2	N/A	07/19/05

Grantor	Title		Application No.	Date of Application
Arbitron	Station Audience Estimates – Survey Respondent Diarybase – GP2F1 – Spring 2005 (April, May and June 2005)	Groups 1, 2 and 3	N/A	07/18/05

(g) New Copyright Licenses of Grantor

None.

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