

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

Thompson Publishing Group, Inc.
725 K Street, N.W. - 7th Floor
Washington, DC 20006

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

Citizenship (see guidelines) US
Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) August 15, 2005
 Assignment Merger
 Security Agreement Change of Name
 Other Grant of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: National City Bank
Internal
Address: Locator #01-5997
Street Address: One South Broad Street - 14th Floor
City: Philadelphia, PA
State: PA
Country: US Zip: 19107

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship US
- Other Citizenship

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)

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

A. Trademark Application No.(s)
Please see Attached Schedule A

B. Trademark Registration No.(s)
Please see Attached Schedule A

Additional sheet(s) attached? Yes 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: Joseph M. Imhof, Esquire
Internal Address: DRINKER BIDDLE & REATH, LLP
One Logan Square
Street Address: 18th & Cherry Streets
City: Philadelphia
State: PA Zip: 19103
Phone Number: 215-988-2700
Fax Number: 215-988-2757
Email Address: Joseph.imhof@dbr.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 25 (\$65pd)

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0573
Authorized User Name Joseph M. Imhof

9. Signature:


Signature

01/18/2006

Date

Joseph M. Imhof

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 500573 1745775

Schedule A

Mark	Serial No. or Registration No.
THOMPSON PUBLISHING GROUP	1,745,775
COLLEGE SELECT (STYLIZED)	2,317,558
TAXLIBRARY.COM	2,226,871

GRANT OF SECURITY INTEREST

WHEREAS, Thompson Publishing Group, Inc., a Delaware corporation ("Thompson"), has adopted, used and is using the trademarks described on Schedule A (the "Trademarks");

WHEREAS, Thompson is a party to a Security Agreement dated August 15th, 2005 (as the same may be amended, restated, modified, and/or supplemented from time to time, the "Agreement") in favor of NATIONAL CITY BANK as Administrative Agent for itself and other Secured Parties referred to in the Agreement (in such capacity, with its successors and assigns hereinafter referred to as "Agent"); and

WHEREAS, pursuant to the Agreement, Thompson granted to Agent (for the benefit of the Secured Parties) a security interest in all right, title and interest of Thompson in and to, among other things, the Trademarks, and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Thompson does hereby grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of its obligations.

Thompson does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Thompson has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the 15th day of August, 2005.

THOMPSON PUBLISHING GROUP, INC.

By:  _____

Name: Philip Gabel

Title: President and Chief Executive Officer

STATE OF Washington DC
COUNTY OF Washington DC

ss.:

On this 12 day of August, 2005, before me personally appeared _____, to me known, who, being by me duly sworn, did depose and say that he is a Presidently CEO of Thompson Publishing Group, Inc., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the _____ of said corporation, and that he signed his name thereto pursuant to such authority.



Notary Public

