

02-27-2006

MRD 2/23/06

RE



103136661

To the Director of the U. S. Patent and Trademark Office: Please return this document to the new address(es) below.

1. Name of conveying party(ies):
 Cole Information Services, Inc. (f/k/a Metrogroup Corp.)

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: MB Financial Bank N.A.
 Internal _____
 Address: _____
 Street Address: 6111 North River Road
 City: Rosemont
 State: IL
 Country: USA Zip: 60018

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other National Assoc. Citizenship United States

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)

3. Nature of conveyance /Execution Date(s) :
 Execution Date(s) December 30, 2005

Assignment Merger
 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)
78/637,398; 78/637,277; 78/637,236; 78/637,310

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: Holli Kubicki
 Internal Address: _____
 Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800
 City: Chicago
 State: IL Zip: 60606
 Phone Number: 312-993-2638
 Fax Number: 312-993-9870
 Email Address: holli.kubicki@lw.com

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
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 02/27/2006 MUELLER 00000001 78637398
 Authorized User Name _____
 01 FC: A531 40.00 DP
 02 FC: A522 75.00 DP
 03 FC: A523 120.00 DP

9. Signature: Holli Kubicki 2/17/2006
 Signature Date

Holli Kubicki Total number of pages including cover sheet, attachments, and document: 6
 Name of Person Signing

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

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of December, 2005 by COLE INFORMATION SERVICES, INC. (f/k/a METROGROUP CORP.), a Nebraska corporation ("Grantor"), in favor of MB FINANCIAL BANK N.A. ("Grantee");

WITNESSETH

WHEREAS, as a condition precedent to a certain Credit Agreement dated as of December 30, 2003 (the "Existing Credit Agreement") among Grantor and Bank, Grantor entered into a certain Trademark Security Agreement dated as of December 30, 2003 (the "Existing Trademark Security Agreement");

WHEREAS, pursuant to that certain reorganization, the name of MetroGroup Corp. was changed to Grantor, the name of MetroGroup Holding, LLC was changed to Cole Holding, LLC ("Cole Holding") and two new entities, MetroGroup Marketing Services, Inc. ("Metro") and MetroGroup Holding, LLC, the parent of both Cole Holding and Metro, were formed;

WHEREAS, pursuant to that certain Assignment of Trademark Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Trademark Assignment"), Metro transferred to Grantor certain trademarks;

WHEREAS, predecessor to Grantor and Grantee are parties to a certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement of even date herewith among Grantor, Grantee and other signatory parties thereto (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

COLE INFORMATION SERVICES, INC. (f/k/a
METROGROUP CORP.)

By: 
Its: Vice President

Agreed and Accepted
As of the Date First Written Above:

MB FINANCIAL BANK N.A.

By: _____
Its: _____

[Signature Page to Cole Amended and Restated Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

COLE INFORMATION SERVICES, INC. (f/k/a
METROGROUP CORP.)

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above:

MB FINANCIAL BANK N.A.

By: *Thomas R. Collett*
Its: *SVP*

[Signature Page to Cole Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 003255 FRAME: 0278

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	COUNTRY	REG. NO.	REG. DATE	OWNER	COMMENTS
COLE PUBLICATIONS	U.S.	78/637,398	5/25/2005	Cole Information Services, Inc. (f/k/a MetroGroup Corp.)	Office Action Issued 12/19/2005
COLE DIGITAL DIRECTORY	U.S.	78/637,277	5/25/2005	Cole Information Services, Inc. (f/k/a MetroGroup Corp.)	Office Action Issued 12/19/2005
COLE INFORMATION SERVICES	U.S.	78/637,236	5/25/2005	Cole Information Services, Inc. (f/k/a MetroGroup Corp.)	Office Action Issued 12/19/2005
COLE	U.S.	78/637,310	5/25/2005	Cole Information Services, Inc. (f/k/a MetroGroup Corp.)	Office Action Issued 12/19/2005

Sch.A-1

CH813507.5

RECORDED: 02/23/2006

**TRADEMARK
REEL: 003255 FRAME: 0279**