

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRM Media, LLC		02/07/2006	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Citizens Bank of Massachusetts		
Street Address:	28 State Street, 15th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Chartered Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75625493	CRM	
Registration Number:	2602152	DESTINATIONCRM.COM	
Serial Number:	75698423	ECRM	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	6020084		
NAME OF SUBMITTER:	Christopher E. Kondracki		

CH \$90.00 75625493

Signature:

/Christopher E. Kondracki/

Date:

03/10/2006

Total Attachments: 10

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TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT

This TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT (the "TM Security Agreement") made this 7th day of February, 2006, by CRM MEDIA, LLC, a New Jersey limited liability company, having an address at c/o Information Today, Inc., 143 Old Marlton Pike, Medford, New Jersey 08055 ("CRM") in favor of CITIZENS BANK OF MASSACHUSETTS, a Massachusetts state chartered bank, with an address at 28 State Street, 15th Floor, Boston, Massachusetts 02109 (the "Bank").

RECITALS

WHEREAS, pursuant to a certain loan arrangement by and between Information Today, Inc. (the "Borrower") and the Bank, evidenced by, among other documents, a certain Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented, or restated from time to time, the "Loan Agreement"), the Bank agreed to make a \$7,000,000 term loan to the Borrower;

WHEREAS, CRM has agreed to (i) guaranty the payment and performance of all of the obligations of the Borrower to the Bank pursuant to that certain Unlimited Guaranty (the "Guaranty") of even date herewith executed and delivered by CRM to the Bank, and (ii) secure the obligations of CRM to the Bank under the Guaranty pursuant to that certain Security Agreement (the "Security Agreement") of even date herewith between CRM and the Bank;

WHEREAS, as a condition, among others, to the Bank entering into the Loan Agreement, and as to further secure the Obligations (as defined in the Security Agreement), the parties hereto shall execute this Agreement.

NOW THEREFORE, for value received, the receipt of which is hereby acknowledged, including, without limitation, CRM hereby agrees as follows:

1. Definitions. Capitalized terms used herein without definition shall have the respective meanings provided therefore in the Security Agreement.
2. Grant of Security Interest. To secure the Obligations, CRM hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in favor of the Bank, with power of sale to the extent permitted by law (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof:
 - a. All of CRM's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Exhibit A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks or service mark applications.

- b. All renewals of any of the foregoing.
- c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- e. All of CRM's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2.(a), together with the items respectively described in Subsections 2.(b) through and including 2.(e) are hereinafter individually and/or collectively referred to as the "Trademarks".

3. Protection of Trademarks By CRM. CRM shall undertake the following with respect to each Trademark:

- a. Pay all renewal fees and other fees and costs associated with maintaining the Trademarks and with the processing of the Trademarks.
- b. At CRM's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the foregoing assignment and not abandon or delay any such efforts.
- c. At CRM's sole cost, expense, and risk, take any and all action which CRM deems desirable to protect the Trademarks, including, without limitation, but subject to CRM's discretion, the prosecution and defense of infringement actions.
- d. At CRM's sole cost, expense, and risk, register with the United States Trademark Office all unfiled trademarks created or purchased by CRM which CRM deems to be material.

4. CRM's Representations and Warranties. CRM represents and warrants that:

- a. The Trademarks listed on Exhibit A include all of the unregistered trademarks, registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by CRM.
- b. No liens, claims or security interests have been granted by CRM to any person or entity in such Trademarks other than to the Bank or as otherwise permitted pursuant to the Security Agreement.
- c. CRM shall give the Bank written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

- i. CRM obtains rights to any new trademarks, registered service marks or service mark applications, service marks, registered service marks or service mark applications (other than CRM's right to sell products containing the trademarks of others in the ordinary course of CRM's business)
- ii. CRM becomes entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than CRM's right to sell products containing the trademarks of others in the ordinary course of CRM's business).
- iii. CRM enters into any new trademark license agreement or service mark license agreement.

5. Agreement Applies to Future Trademarks.

- a. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 4.(c), above, all of which shall be deemed to be and treated as "Trademarks" within the meaning of this TM Security Agreement.
- b. CRM hereby authorizes the Bank to modify this agreement by amending Exhibit A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, written notice of which shall be given, provided, however, the modification of said Exhibit A shall not be a condition to the creation or perfection of the security interest created hereby.

6. CRM's Rights To Enforce Trademarks. Prior to the Bank's giving of notice to CRM following the occurrence of an Event of Default, CRM shall have the exclusive right to sue for past, present and future infringement of the Trademarks including the right to seek injunctions and/or money damages, in an effort by CRM to protect the Trademark against encroachment by third parties, *provided, however:*

- a. CRM first provides the Bank with written notice of CRM's intention to so sue for enforcement of any Trademark.
- b. Any money damages awarded or received by CRM on account of such suit (or the threat of such suit) shall constitute Trademarks.
- c. Following the occurrence of any Event of Default, the Bank, by notice to CRM may terminate or limit CRM's rights under this Section 6.

7. Bank's Actions To Protect Trademarks. In the event of

- a. CRM's failure to cure any failure by CRM to perform any of CRM's obligations hereunder; and/or
- b. the occurrence of any other Event of Default,

the Bank, acting in its own name or in that of CRM, may (but shall not be required to) act in CRM's place and stead and/or in the Bank's own right in connection therewith.

8. Rights Upon Default. Upon the occurrence of and during the continuation of any Event of Default, the Bank may exercise all rights and remedies of a secured party under the UCC, with respect to the Trademarks, in addition to which the Bank, subject to the terms of the Security Agreement, may sell, license, assign, transfer, or otherwise dispose of the Trademarks together with the goodwill with which it is associated. Any Person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and is continuing and that the Bank is authorized to exercise such rights and remedies.

9. Bank As Attorney In Fact.

- a. CRM hereby irrevocably constitutes and designates the Bank as and for CRM attorney in fact, exercisable after the occurrence of any Event of Default:
 - i. To exercise any of CRM's rights and powers referenced herein.
 - ii. To execute all such instruments, documents, and papers as the Bank determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Trademarks.
- b. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Bank.
- c. The Bank shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Bank elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to CRM for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Bank has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. Bank's Rights.

- a. Any use by the Bank of the Trademarks, as authorized hereunder in connection with the exercise of the Bank's rights and remedies under this Agreement and under the Security Agreement shall be coextensive with CRM's rights thereunder

and with respect thereto and without any liability for royalties or other related charges.

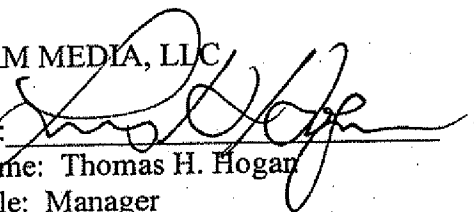
- b. None of this Agreement, the Guaranty, the Security Agreement, or any other Loan Document, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Bank any rights in and to the Trademarks, which rights are only effective following the occurrence of any Event of Default.
11. Intent. This TM Security Agreement is intended to be supplemental of the Security Agreement. All provisions of the Security Agreement shall apply to the Trademarks and the Bank shall have the same rights with respect to any and all Trademarks granted the Bank to secure the Obligations hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Security Agreement, the terms of this TM Security Agreement shall control with respect to the Trademarks, and the Security Agreement shall control with respect to all other collateral.
 12. Choice of Laws. It is intended that this TM Security Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.
 13. Miscellaneous.
 - a. Following the payment and satisfaction of all Obligations, and the termination of any obligation of the Bank to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Bank shall execute and deliver to CRM all such instruments as CRM reasonably may request to re-vest in CRM full title to the Trademarks and the associated goodwill, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to the Security Agreement.
 - b. CRM shall, at the request of the Bank, do any and all acts and execute any and all documents required by the Bank in connection with the protection, preservation, and enforcement of the Bank's rights hereunder.
 - c. CRM shall, upon demand, reimburse the Bank for all reasonable costs and expenses incurred by the Bank in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).

[Remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, CRM and the Bank respectively have caused this Trademark and Trademark Applications Security Agreement to be executed by officers duly authorized so to do on the date first above written.

CRM:

CRM MEDIA, LLC

By: 
Name: Thomas H. Hogan
Title: Manager

BANK:

CITIZENS BANK OF MASSACHUSETTS

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, CRM and the Bank respectively have caused this Trademark and Trademark Applications Security Agreement to be executed by officers duly authorized so to do on the date first above written.

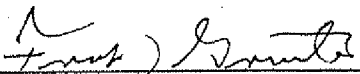
CRM:

CRM MEDIA, LLC

By: _____
Name: _____
Title: _____

BANK:

CITIZENS BANK OF MASSACHUSETTS

By:  _____
Name: Frank J. Grueter, III
Title: Senior Vice President

STATE OF NEW JERSEY

COUNTY OF BURLINGTON

On the 7th day of February, 2006, before me, the undersigned, a notary public in and for said state, personally appeared Thomas H. Hogan, the Manager of CRM Media, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Manager of CRM Media, LLC and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Justine M. Smith

Notary Public

My Commission Expires:

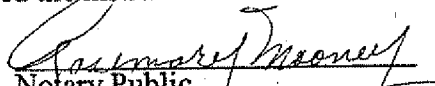
JUSTINE MARIE SMITH
Notary Public
State of New Jersey
My Commission Expires December 14, 2009

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

February 7, 2006

On the 7th day of February, 2006, before me, the undersigned, a notary public in and for said state, personally appeared Frank J. Grueter III, a Senior Vice President of Citizens Bank of Massachusetts, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as a Senior Vice President of Citizens Bank of Massachusetts and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public
My Commission Expires:

ROSEMARY MOONEY
Notary Public
My Commission Expires:
August 25, 2006

EXHIBIT A

Trademark/Service Mark

Ser. No./Reg. No.

CRM

75/625,493

DESTINATIONCRM.COM

2,602,152

ECRM

75/698,423

Common Law trademarks/service marks:

CRM MAGAZINE

933650.1