

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITN Operating Company, LLC		09/01/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation		
Street Address:	44 Whippany Road		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07090		
Entity Type:	Banking Corporation:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2536038	I	
Registration Number:	2824367	ITN	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-833-9848		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	80 State Street		
Address Line 2:	6th Floor		
Address Line 4:	Albany, NEW YORK 10036		
NAME OF SUBMITTER:	Christine Wilson		
Signature:	/CHRISTINE WILSON/		
Date:	09/21/2006		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2006, by ITN OPERATING COMPANY, LLC, a Delaware limited liability company ("Grantor"), in favor of CIT LENDING SERVICES CORPORATION, as agent for the Secured Parties (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of September 1, 2006, by and among Grantor, the other Persons signatory thereto as Credit Parties, Agent, The Bank of New York, as Syndication Agent, CIT Capital Securities LLC and BNY Capital Markets, Inc., as Co-Lead Arrangers and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have made the Loans to Borrower; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing First Priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its registered Trademarks (as defined in the Pledge and Security Agreement) and Trademark Licenses (as defined in the Pledge and Security Agreement) to which it is a party other than applications whose status is listed as "dead" or "abandoned" by the United States Patent and Trademark Office on the date hereof), including those referred to on Schedule I hereto, and all unregistered Trademarks;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii)

injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Credit Agreement and the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND LICENSES

A. Federal and State Registered Marks:

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>
<u>I</u>	<u>United States</u>	<u>76146729</u>	<u>2536038</u>
<u>ITN</u>	<u>United States</u>	<u>76282489</u>	<u>2824367</u>

B. Unregistered marks:

None