

## 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
EX LIBRIS (USA) INC.		12/21/2006	CORPORATION: NEW YORK
EL USA HoldCo, LLC		12/21/2006	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Collateral Agent
Street Address:	222 North LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION:

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3100504	SCHOLARSFX
Registration Number:	2804535	SFX
Registration Number:	2766527	EX LIBRIS
Registration Number:	2847792	METASEARCH
Registration Number:	2847793	SFXIT
Registration Number:	2900100	METAINDEX
Registration Number:	2598708	METALIB

## CORRESPONDENCE DATA

Fax Number: (312)863-7496

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3128637194

Email: sonya.szot@goldbergkohn.com

TRADEMARK

REEL: 003453 FRAME: 0001

900065708

OP \$190.00 3100504

Correspondent Name: Sonya Szot  
Address Line 1: 55 E. Monroe Street, Suite 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 5125.139

NAME OF SUBMITTER: Sonya Szot

Signature: /sonya szot/

Date: 12/29/2006

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of December 21, 2006, by EL USA HoldCo, LLC, a Delaware limited liability company ("Holdco"), EX LIBRIS (USA) INC., a New York corporation ("EL USA"; Holdco and EL USA are each a "Borrower" and collectively the "Borrowers") and each Guarantor listed on Schedule 1 hereto (collectively, the "Original Guarantors," together with the Borrowers, the "Pledgors"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Collateral Agent pursuant to the Credit Agreement of even date herewith (in such capacity, the "Collateral Agent").

### W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 2 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than unmatured indemnification obligations), upon written request of the Borrowers, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**EL USA HOLDCO, LLC,**  
as a Pledgor

By: A. B. [Signature]  
Name: Alfonso B. B. [Signature]  
Title: Treasurer

**EX LIBRIS (USA) INC.,**  
as a Pledgor

By: A. B. [Signature]  
Name: Alfonso B. B. [Signature]  
Title: Treasurer

**ENDEAVOR INFORMATION SYSTEMS, INC.,**  
as a Pledgor

By: A. B. [Signature]  
Name: Alfonso B. B. [Signature]  
Title: Treasurer

AGREED TO and ACCEPTED:

**MERRILL LYNCH CAPITAL, A DIVISION OF  
MERRILL LYNCH BUSINESS FINANCIAL  
SERVICES INC.,**  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**EL USA HOLDCO, LLC,**  
as a Pledgor


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EX LIBRIS (USA) INC.,**  
as a Pledgor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGREED TO and ACCEPTED:

**MERRILL LYNCH CAPITAL, A DIVISION OF  
MERRILL LYNCH BUSINESS FINANCIAL  
SERVICES INC.,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: **Christopher Herman** \_\_\_\_\_  
Title: **Vice President** \_\_\_\_\_

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**ORIGINAL GUARANTORS**

<b>NAME</b>	<b>ADDRESS</b>
Endeavor Information Systems, Inc.	1350 East Touhy Avenue, Suite 200 East Des Plaines, Illinois 60018

**SCHEDULE 2**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark Registrations:

<b>OWNER INFORMATION</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>	<b>MARK</b>
EX LIBRIS (USA) INC.	3100504	6/6/06	Scholarsfx
EX LIBRIS (USA) INC.	2804535	1/13/04	SFX
EX LIBRIS (USA) INC.	2766527	9/23/03	Ex Libris
EX LIBRIS (USA) INC.	2847792	6/1/04	Metasearch
EX LIBRIS (USA) INC.	2847793	6/1/04	Sfxit
EX LIBRIS (USA) INC.	2900100	11/2/04	Metaindex
EX LIBRIS (USA) INC.	2598708	7/23/02	Metalib

Trademark Applications:

**OWNER**  
None.

**MARK**