

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
Grove Holdings 2 S.A.R.L.		07/09/2007	COMPANY: LUXEMBOURG
Grove Holdings I S.A.R.L.		07/09/2007	COMPANY: LUXEMBOURG
The Capital Markets Company NV		07/09/2007	COMPANY: BELGIUM
The Capital Markets Company (Belgium) NV		07/09/2007	COMPANY: BELGIUM
The Capital Markets Company		07/09/2007	CORPORATION: DELAWARE
Capco Reference Data Services, Inc.		07/09/2007	CORPORATION: CALIFORNIA
The Capital Markets Company Limited		07/09/2007	COMPANY: ONTARIO
The Capital Markets Company (UK) Limited		07/09/2007	COMPANY: UNITED KINGDOM
Capco Reference Data Solutions Limited		07/09/2007	COMPANY: UNITED KINGDOM
The Capital Markets Company GMBH		07/09/2007	COMPANY: GERMANY

RECEIVING PARTY DATA

Name:	Styx Partners, L.P., as Collateral Agent
Street Address:	299 Park Avenue, 24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2699106	CAPCO

CORRESPONDENCE DATA

900084415

**TRADEMARK
 REEL: 003601 FRAME: 0480**

OP \$40.00 2699106

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-683-6339
Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45140.00186
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	08/14/2007

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of July, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and STYX PARTNERS, L.P., a Delaware limited partnership, in its capacity as collateral agent for the Lender Group (together with its successors, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of July 9, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Financing Agreement") by and among GROVE HOLDINGS 1 SàRL, a company organized under the laws of Luxembourg (the "Parent"), GROVE HOLDINGS 2 SàRL, a company organized under the laws of Luxembourg (the "Borrower"), each subsidiary of the Borrower listed as a "Guarantor" on the signature pages thereto (together with Parent, each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent, and WELLS FARGO FOOTHILL, INC., a California corporation, as the administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent"; together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated as of July 9, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, 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, each 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 Security Agreement or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such 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 United States Trademarks and United States Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(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 Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. To the extent so required under the Security Agreement, Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new United States Trademarks and Intellectual Property Licenses concerning one or more United States Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

GROVE HOLDINGS 2 S.A R.L.,
a company organized under the laws of Luxembourg

By: _____
Name: Mr. Rob Heyvaert
Title: Class 1 Manager

By: Karian S.à r.l.,
Its: Class 2 Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GROVE HOLDINGS 1 S.A R.L.,
a company organized under the laws of Luxembourg

By: _____
Name: Mr. Rob Heyvaert
Title: Class 1 Manager

By: Karian S.à r.l.,
Its: Class 2 Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

GROVE HOLDINGS 2 S.À R.L.,
a company organized under the laws of Luxembourg

By: _____
Name: Mr. Rob Heyvaert
Title: Class 1 Manager

By: Karian S.à r.l.,
Its: Class 2 Manager

By: _____
Name: **Francesco Biscarini**
Title: *Manager*

By: _____
Name: **Antonio Longo**
Title: *Manager*

GROVE HOLDINGS 1 S.À R.L.,
a company organized under the laws of Luxembourg

By: _____
Name: Mr. Rob Heyvaert
Title: Class 1 Manager

By: Karian S.à r.l.,
Its: Class 2 Manager

By: _____
Name: **Francesco Biscarini**
Title: *Manager*

By: _____
Name: **Antonio Longo**
Title: *Manager*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

GRANTORS:

THE CAPITAL MARKETS COMPANY NV,
a company organized under the laws of Belgium

By: _____
Name: ROB HEYVAERT
Title: DIRECTOR

**THE CAPITAL MARKETS COMPANY
(BELGIUM) NV,**
a company organized under the laws of Belgium

By: _____
Name: ROB HEYVAERT
Title: DIRECTOR

THE CAPITAL MARKETS COMPANY,
a Delaware corporation

By: _____
Name: ROB HEYVAERT
Title: DIRECTOR

CAPCO REFERENCE DATA SERVICES, INC.,
a California corporation

By: _____
Name: ROB HEYVAERT
Title: CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

GRANTORS:

THE CAPITAL MARKETS COMPANY
LIMITED,
a company incorporated under the laws of Ontario

By: 

Name: CHRISTOPHER A. CLOUSE

Title: CFO

Executed and delivered as a deed by
THE CAPITAL MARKETS COMPANY (UK)
LIMITED,
a company incorporated under the laws of England
and Wales with registered number 3638404

By: 

Name: ROB HEYVAERT

Title: Director

By: _____

Name: DAI BENFORD

Title: Director/Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

GRANTORS:

**THE CAPITAL MARKETS COMPANY
LIMITED,**
a company incorporated under the laws of Ontario

By: _____

Name: CHRISTOPHER A. CLOUSE

Title: CFO

Executed and delivered as a deed by
**THE CAPITAL MARKETS COMPANY (UK)
LIMITED,**
a company incorporated under the laws of England
and Wales with registered number 3638404

By: _____

Name: ROB HEYVAERT

Title: Director

By: _____

Name: DAI BEDFORD

Title: Director/Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

GRANTORS:

Executed and delivered as a deed
CAPCO REFERENCE DATA SOLUTIONS
LIMITED,
a company incorporated under the laws of England
and Wales with registered number 4210244

By: _____

Name: ROB HEYVAERT

Title: Director

By: _____

Name: DAI BEDFORD

Title: Director/Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

GRANTORS:

THE CAPITAL MARKETS COMPANY GMBH,
a company organized under the laws of Germany

By: _____

Name: ROB HEYVAERT

Title: DIRECTOR

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

COLLATERAL AGENT:

STYX PARTNERS, L.P.,
a Delaware limited partnership,
as Collateral Agent

By: Styx Associates LLC
Its: General Partner

By: _____

Name: Kevin Genda
Title: Senior managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003601 FRAME: 0491

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Class
The Capital Markets Company N.V.	United States	CAPCO	Appl.: 75831456 Reg.: 2699106	9, 36, 42

Trademark Licenses

None.

TRADEMARK SECURITY AGREEMENT

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