

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Assignment of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A. as Collateral Agent		11/14/2007	National Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A. as Administrative Agent
<b>Street Address:</b>	214 North Tryon Street
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 57**

Property Type	Number	Word Mark
Serial Number:	77295571	BLOOMBERG
Registration Number:	2736744	BLOOMBERG
Registration Number:	2400800	BLOOMBERG BONDTRADER
Registration Number:	1595013	BLOOMBERG FINANCIAL MARKETS
Registration Number:	1786725	BLOOMBERG GRADUATED RISK ASSESSMENT FOR DERIVATIVE MBS EVALUATION
Registration Number:	2399880	BLOOMBERG GRADUATED RISK ASSESSMENT FOR DERIVATIVE MBS EVALUATION
Registration Number:	2855187	BLOOMBERG LAW REPORTS
Serial Number:	77106685	BLOOMBERG LAWNOTES
Registration Number:	2660228	BLOOMBERG MARKETS
Registration Number:	2591609	BLOOMBERG MARKETS
Registration Number:	2266559	BLOOMBERG NEWS
Registration Number:	2090040	BLOOMBERG PERSONAL BOOKSHELF

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Registration Number:	2732048	BLOOMBERG PERSONAL FINANCE
Registration Number:	2732046	BLOOMBERG PERSONAL FINANCE
Registration Number:	2329249	BLOOMBERG POWERMATCH
Registration Number:	2090041	BLOOMBERG PRESS
Registration Number:	2592230	BLOOMBERG PROFESSIONAL
Registration Number:	2753176	BLOOMBERG PROFESSIONAL
Registration Number:	2095966	BLOOMBERG PROFESSIONAL LIBRARY
Registration Number:	2224708	BLOOMBERG SMALL BUSINESS
Registration Number:	2224707	BLOOMBERG SMALL BUSINESS
Registration Number:	2136045	BLOOMBERG TELEVISION
Registration Number:	2964028	BLOOMBERG TERMINAL
Registration Number:	2114653	BLOOMBERG TRADEBOOK
Registration Number:	2661385	BLOOMBERG UNIVERSITY
Registration Number:	2529981	BLOOMBERG VOICE
Registration Number:	2769201	BLOOMBERG.COM
Registration Number:	2700517	BLOOMBERGAFFILIATE.COM
Registration Number:	3225479	BLOOMBERG-FON
Registration Number:	3177119	B-PIPE
Registration Number:	2974698	BSAT
Registration Number:	3182302	B-UNIT
Registration Number:	3274053	B-VAL
Registration Number:	2115172	COMPANY CONNECTION
Registration Number:	2860438	
Registration Number:	2724308	
Registration Number:	2925738	
Registration Number:	2953766	
Registration Number:	3147448	EXPLORE. WHEREVER YOU ARE.
Registration Number:	1788113	GRADE
Registration Number:	2456819	GRADE
Registration Number:	2973101	INSTANT BLOOMBERG
Registration Number:	2874956	LISTEN. WHEREVER YOU ARE.
Registration Number:	3170538	MEDIA. WHEREVER YOU ARE.
Registration Number:	2495433	NEGOCIOS BLOOMBERG
Registration Number:	2845188	NEWS THAT MOVES MARKETS
Registration Number:	2129786	OPEN BLOOMBERG

Registration Number:	3026480	READ. WHEREVER YOU ARE.
Registration Number:	2709510	STOCK SYMBOL SHOWDOWN
Registration Number:	2561095	THE POWER OF INFORMATION
Registration Number:	2649599	THE VOICE OF MONEY
Registration Number:	2649546	THIS IS BUSINESS
Registration Number:	2874955	WATCH. WHEREVER YOU ARE.
Registration Number:	2628444	YOUR NEWS IS OUR BUSINESS
Serial Number:	77088375	12.5% ACCOMMODATION PROGRAM
Serial Number:	77088396	20K ACCOMMODATION PROGRAM
Serial Number:	77088424	ACCOMMODATION POLICY

**CORRESPONDENCE DATA**

Fax Number: (214)981-3400

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

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	718-30590
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	11/14/2007

**Total Attachments: 7**

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## NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF ASSIGNMENT OF SECURITY INTEREST (this "Assignment") is executed as of November 14, 2007 by BANK OF AMERICA, N.A., as Collateral Agent under the below-described Master Security Agreement (in such capacity, "Assignor"), in favor of BANK OF AMERICA, N.A., as Administrative Agent under the below-described Note Purchase Agreement (in such capacity, "Assignee").

WHEREAS, BLOOMBERG FINANCE L.P., a Delaware limited partnership (the "Issuer"), is party to that certain Bloomberg Finance L.P. Private Note Purchase Agreement, dated as of November 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among the Issuer, the Guarantors party thereto, the Conduit Purchasers from time to time party thereto, the Committed Purchasers from time to time party thereto, the Managing Agents from time to time party thereto and Assignee;

WHEREAS, BLOOMBERG FINANCE ONE L.P., a Delaware limited partnership (the "Grantor"), certain affiliates thereof, the Assignor and the Assignee have entered into that certain Master Security Agreement, dated as of November 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Master Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office, and has granted a security interest in all of its right, title and interest in and to the Trademarks to Collateral Agent as set forth in the Master Security Agreement;

WHEREAS, pursuant to the Master Security Agreement, all security interests granted by the Grantor to the Assignor (on behalf of and for the benefit of the Issuer) have been assigned by the Assignor to the Assignee for the benefit of the Secured Parties; and

WHEREAS, the Assignee has requested that the Assignor execute this Assignment for the purpose of giving notice of the assignment of the Assignor's security interest in the Trademarks to the Assignee pursuant to the Master Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Master Security Agreement or incorporated therein by reference.

2. Assignment.

(a) This Assignment is made to secure the satisfactory performance and payment of the Obligations. Upon the occurrence of the Collection Date, the Assignee shall promptly execute, acknowledge, and deliver to the Assignor all reasonably requested instruments in writing releasing the assignment made under this Assignment. Notwithstanding anything

contained herein to the contrary, in no event shall Trademarks include Excluded Collateral such as any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such Trademark shall automatically cease to be Excluded Collateral and shall be subject to the security interest granted hereunder.

(b) The Assignor hereby assigns to the Assignee the security interest granted to Assignee in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Trademarks, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks.

3. Termination. The Assignor and the Assignee hereby acknowledge and agree that the security interest in the Trademarks may be terminated only in accordance with the Transaction Documents.

4. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment of Security Interest to be duly executed by its duly authorized officer or representative as of the day and year first above written.

BANK OF AMERICA, N.A. as Collateral Agent and as Assignor

By: [Signature]  
Name: Keith Lehr  
Title: Principal

STATE OF New York )  
New York COUNTY )

Keith Lehr, known to me to be the Principal of Bank of America, N.A., personally came before me this 14<sup>th</sup> day of Nov., 2007, and executed or acknowledged to me that he executed the foregoing Notice of Assignment of Security Interest in United States Trademarks on behalf of Bank of America, N.A., in its capacity as Collateral Agent, and pursuant to authority duly received.

(SEAL)  
**WILLIAM M. RIED**  
Notary Public, State of New York  
No. 02RI479576  
Qualified in New York County  
Commission Expires April 30, 2011

William M. Ried  
Notary Public, State of New York  
My Commission Expires: 4/30/11

IN WITNESS WHEREOF, the Assignee has caused this Assignment of Security Interest to be duly executed by its duly authorized officer or representative as of the day and year first above written.

BANK OF AMERICA, N.A. as Administrative Agent and as Assignee

By: [Signature]  
Name: Keith Lehr  
Title: Principal

STATE OF New York )  
New York COUNTY )

Keith Lehr, known to me to be the Principal of Bank of America, N.A., personally came before me this 14th day of NOV., 2007, and executed or acknowledged to me that he executed the foregoing Notice of Assignment of Security Interest in United States Trademarks on behalf of Bank of America, N.A., in its capacity as Administrative Agent, and pursuant to authority duly received.

(SEAL)  
**WILLIAM M. RIED**  
Notary Public, State of New York  
No. 02RI4795576  
Qualified in New York County  
Commission Expires April 30, 2011

William M. Ried  
Notary Public, State of New York  
My Commission Expires: 4/30/11

Schedule A to Notice of Assignment of Security Interest in TrademarksExhibit A - SCHEDULE OF TRADEMARKS

United States	BLOOMBERG	(77/295,571)	(10/3/2007)	Pending	
United States	BLOOMBERG	2,736,744	7/15/2003	Registered	
United States	BLOOMBERG ANYWHERE	(78/281,009)	(7/30/2003)	Pending	**
United States	BLOOMBERG BONDTRADER	2,400,800	10/31/2000	Registered	
United States	BLOOMBERG CORPORATE LAW JOURNAL	(78/723,383)	(9/29/2005)	Pending	**
United States	BLOOMBERG FINANCIAL MARKETS	1,595,013	5/ 8/1990	Registered	*
United States	BLOOMBERG GRADUATED RISK ASSESSMENT FOR DERIVATIVE MBS EVALUATION (and Design)	1,786,725	8/10/1993	Registered	
United States	BLOOMBERG GRADUATED RISK ASSESSMENT FOR DERIVATIVE MBS EVALUATION (and Design)	2,399,880	10/31/2000	Registered	
United States	BLOOMBERG LAUNCHPAD	(78/657,354)	(6/23/05)	Pending	**
United States	BLOOMBERG LAW	(78/430,177)	(6/ 4/2004)	Pending	**
United States	BLOOMBERG LAW REPORTS	2,855,187	6/15/2004	Registered	
United States	BLOOMBERG LAWNOTES	(77/106,685)	(2/13/2007)	Pending	
United States	BLOOMBERG LEGAL PROFESSIONAL	(78/318,283)	(10/24/2003)	Pending	**
United States	BLOOMBERG MARKET ESSENTIALS	(77/228,254)	(7/12/07)	Pending	**
United States	BLOOMBERG MARKETS	2,660,228	12/10/2002	Registered	
United States	BLOOMBERG MARKETS	2,591,609	7/ 9/2002	Registered	
United States	BLOOMBERG NEWS	2,266,559	8/ 3/1999	Registered	
United States	BLOOMBERG PERSONAL BOOKSHELF	2,090,040	8/19/1997	Registered	
United States	BLOOMBERG PERSONAL FINANCE	2,732,048	7/ 1/2003	Registered	
United States	BLOOMBERG PERSONAL FINANCE	2,732,046	7/ 1/2003	Registered	
United States	BLOOMBERG POWERMATCH	2,329,249	3/14/2000	Registered	
United States	BLOOMBERG PRESS	2,090,041	8/19/1997	Registered	
United States	BLOOMBERG PROFESSIONAL	2,592,230	7/ 9/2002	Registered	



United States	BLOOMBERG PROFESSIONAL	2,753,176	8/19/2003	Registered	
United States	BLOOMBERG PROFESSIONAL LIBRARY	2,095,966	9/ 9/1997	Registered	
United States	BLOOMBERG RADIO	(78/867,200)	(4/21/2006)	Pending	**
United States	BLOOMBERG SMALL BUSINESS	2,224,708	2/16/1999	Registered	
United States	BLOOMBERG SMALL BUSINESS	2,224,707	2/16/1999	Registered	
United States	BLOOMBERG TELEVISION	2,136,045	2/10/1998	Registered	
United States	BLOOMBERG TELEVISION. A WEALTH OF INFORMATION.	(78/945,709)	(8/ 4/2006)	Pending	**
United States	BLOOMBERG TERMINAL	2,964,028	6/28/2005	Registered	
United States	BLOOMBERG TRADEBOOK	2,114,653	11/18/1997	Registered	
United States	BLOOMBERG UNIVERSITY	(78/932,275)	(7/18/2006)	Pending	**
United States	BLOOMBERG UNIVERSITY	2,661,385	12/17/2002	Registered	
United States	BLOOMBERG VOICE	2,529,981	1/15/2002	Registered	
United States	BLOOMBERG.COM	2,769,201	9/30/2003	Registered	
United States	BLOOMBERG: THE FIRST WORD	(78/762,074)	(11/28/2005)	Pending	**
United States	BLOOMBERGAFFILIATE.COM	2,700,517	3/25/2003	Registered	
United States	BLOOMBERG-FON	3,225,479	4/ 3/2007	Registered	
United States	B-PIPE	3,177,119	11/28/2006	Registered	
United States	BSAT	(78/241,359)	(4/23/2003)	Pending	**
United States	BSAT	2,974,698	7/19/2005	Registered	
United States	B-UNIT	3,182,302	12/12/2006	Registered	
United States	B-VAL	3,274,053	8/7/2007	Registered	
United States	COMPANY CONNECTION	2,115,172	11/25/1997	Registered	
United States	DESIGN ONLY (Bloomberg Icons)	2,860,438	7/ 6/2004	Registered	
United States	DESIGN ONLY (Overlapping Squares)	2,724,308	6/10/2003	Registered	
United States	DESIGN ONLY (Overlapping Squares)	2,925,738	2/ 8/2005	Registered	
United States	DESIGN ONLY (Squawk Logo)	2,953,766	5/17/2005	Registered	

United States	DESIGN ONLY (Terminal Icon)	(78/657,339)	(6/23/2005)	Pending	**
United States	EXPLORE. WHEREVER YOU ARE.	3,147,448	9/26/2006	Registered	
United States	GRADE	1,788,113	8/17/1993	Registered	
United States	GRADE	2,456,819	6/5/2001	Registered	
United States	INSTANT BLOOMBERG	2,973,101	7/19/2005	Registered	
United States	LISTEN. WHEREVER YOU ARE.	2,874,956	8/17/2004	Registered	
United States	MEDIA. WHEREVER YOU ARE.	3,170,538	11/14/2006	Registered	
United States	NEGOCIOS BLOOMBERG	2,495,433	10/ 9/2001	Registered	
United States	NEWS THAT MOVES MARKETS	2,845,188	5/25/2004	Registered	
United States	OPEN BLOOMBERG	2,129,786	1/20/1998	Registered	
United States	OUR AUDIENCE MEANS BUSINESS	(78/717,908)	(9/21/2005)	Pending	**
United States	READ. WHEREVER YOU ARE.	3,026,480	12/13/2005	Registered	
United States	SEARCH BLOOMBERG	(78/488,117)	(9/22/2004)	Pending	**
United States	STOCK SYMBOL SHOWDOWN	2,709,510	4/22/2003	Registered	
United States	THE BLOOMBERG CONNECTION	(78/762,071)	(11/28/2005)	Pending	**
United States	THE POWER OF INFORMATION	2,561,095	4/16/2002	Registered	
United States	THE VOICE OF MONEY	2,649,599	11/12/2002	Registered	
United States	THIS IS BUSINESS	2,649,546	11/12/2002	Registered	
United States	WATCH. WHEREVER YOU ARE.	2,874,955	8/17/2004	Registered	
United States	YOUR NEWS IS OUR BUSINESS	2,628,444	10/ 1/2002	Registered	
United States	12.5% ACCOMMODATION PROGRAM	(77/088375)	(1/22/2007)	Pending	*
United States	20K ACCOMMODATION PROGRAM	(77/088396)	(1/22/2007)	Pending	*
United States	ACCOMMODATION POLICY	(77/088424)	(1/22/2007)	Pending	*
* Instructed Abandoned					
** ITU Applications					