

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
Knovel Corporation		07/25/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	80 Elm Street		
City:	New Haven		
State/Country:	CONNECTICUT		
Postal Code:	06510		
Entity Type:	COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2646271	KNOVEL	
CORRESPONDENCE DATA			
Fax Number:	(203)786-8307		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	860-786-8313		
Email:	sgervais@uks.com		
Correspondent Name:	Gregg J. Lallier, Esq.		
Address Line 1:	265 Church Street		
Address Line 4:	New Haven, CONNECTICUT 06510		
ATTORNEY DOCKET NUMBER:	84917-85		
NAME OF SUBMITTER:	Gregg J. Lallier		
Signature:	/Gregg J. Lallier/		
Date:	08/04/2008		

OP \$40.00 2646271

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** dated as of July 25, 2008 (this "**Agreement**"), is entered into by and between **WEBSTER BANK, NATIONAL ASSOCIATION**, with a business address at 80 Elm Street, New Haven, Connecticut 06510 (Attention: Emerging Growth and Technologies Group) (the "**Bank**" or "**Secured Party**"), and **KNOVEL CORPORATION**, a Delaware corporation, with the office of its Chief Executive Officer 489 Fifth Avenue, New York, NY, 10017 (the "**Debtor**").

WITNESSETH

WHEREAS, the Debtor has entered into a Loan Agreement dated as of the date hereof (as amended and in effect from time to time, the "**Loan Agreement**") with the Secured Party, pursuant to which the Secured Party, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit or provide financial accommodations to the Debtor; and

WHEREAS, pursuant to that certain Security Agreement by and between the Secured Party and the Debtor dated as of the date hereof (as amended and in effect from time to time, the "**Security Agreement**") the Debtor has granted to the Secured Party a security interest in the Collateral (as defined by the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined in the Security Agreement), listed on **Schedule A** attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement) under the Loan Agreement; and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement; and

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **DEFINITIONS.**

Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

"**ICANN**" means the Internet Corporation for Assigned Names and Numbers.

“Registry” means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

2. SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations, the Debtor hereby unconditionally grants to the Secured Party, a continuing security interest in and first priority lien on the Domain Names, Trademarks, Patents and Copyrights.

2.2. Supplemental Security Agreement. Pursuant to the Security Agreement, the Debtor has granted to the Secured Party a continuing security interest in and lien on the Collateral (including the Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of the Secured Party in and to the Collateral (including the Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Code (including the security interest in the Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Code. Any and all rights and interests of the Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights (and any and all Obligations of the Debtor with respect to the Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the Obligations of the Debtor) in, to or with respect to the Collateral (including the Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. THE SECURED PARTY DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. AFTER-ACQUIRED DOMAIN NAMES, ETC.

3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents. If, before the Obligations shall have been finally paid and satisfied in full, the Debtor shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents, or become entitled to the benefit of any Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of the Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and the Debtor shall promptly give to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the Secured Party's interests therein.

3.2. Amendment to Schedule. The Debtor authorizes the Secured Party to modify this Agreement, without the necessity of the Debtor's further approval or signature, by amending **Schedule A** hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Debtor pursuant to the Security Agreement.

4. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTY DOES NOT ASSUME ANY LIABILITIES OF THE DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE DEBTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE DEBTOR, AND THE DEBTOR SHALL INDEMNIFY THE SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

5. RIGHTS AND REMEDIES CUMULATIVE.

The Secured Party's rights and remedies with respect to the Domain Names, Copyrights, Trademarks and Patents, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Secured Party, under the Security Agreement.

6. **AMENDMENT AND WAIVER.**

This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

7. **COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

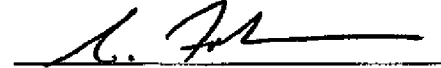
[Intentionally Left Blank - Signature Page to Follow]

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been executed as of the day and year first above written.

KNOVEL CORPORATION

By: _____



Its *PRESIDENT & CEO*

**WEBSTER BANK, NATIONAL
ASSOCIATION**

By: _____

Its

[Signature Page to Intellectual Property Security Agreement]

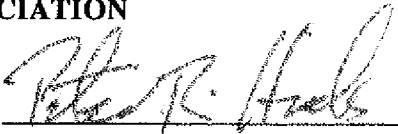
IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been executed as of the day and year first above written.

KNOVEL CORPORATION

By: _____

Its

**WEBSTER BANK, NATIONAL
ASSOCIATION**

By: 

Its V.P.

SCHEDULE A

Trademarks

Marks	Brief Description	Mark Type	Serial Class Number	Filing Date	Registration Date	Registration Number
Knovel		Business	9 75/791864	3/6/00	11/5/02	264 6271

Domain Names

Domain Name	Date First Registered	Date Last Registered	Expires	Purpose
knovel.com	8/3/99	8/3/99	8/3/13	Company Website
engineeringvillage.com	8/27/99	8/27/99	8/27/09	Back up Website

Copyrights

Copyrights	Original Publisher	Notes
Aluminum Alloy Database	Knovel	Copyright claimed but not registered
International Critical Tables of Numerical Data, Physics, Chemistry and Technology	Knovel	Copyright claimed but not registered
Petroleum Products Handbook	Knovel	Copyright claimed but not registered
Knovel Steam Tables (Interactive)	Knovel	Copyright claimed but not registered
Plastic Applications Database (Interactive)	Knovel	Copyright claimed but not registered
Quick Reference Guide	Knovel	Copyright claimed but not registered
Smithsonian Physical Tables (9th Revised Edition)		Copyright claimed but not registered
Soluble Silicates - Their Properties and Uses, Volumes 1-2		Copyright claimed but not registered
United States Air Force Dictionary		Copyright claimed but not registered
Knovel Critical Tables	Knovel	Copyright claimed but not registered
Knovel Sample Book	Knovel	Copyright claimed but not registered
Yaws' Handbook of Thermodynamic and Physical Properties of Chemical Compounds	Knovel	Copyright claimed but not registered