

## 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 GROUP LLC		07/31/2008	LIMITED LIABILITY COMPANY:

## RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC, as Collateral Agent
Street Address:	Two Greenwich Plaza, 1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY:

## PROPERTY NUMBERS Total: 7

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

## CORRESPONDENCE DATA

Fax Number: (212)355-3333

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

Email: jrothstein@goodwinprocter.com

Correspondent Name: Jessica L. Rothstein

Address Line 1: Goodwin Procter LLP

Address Line 2: The New York Times Bldg., 620 Eighth Ave.

CH \$190.00 2598708

900113616

TRADEMARK  
REEL: 003833 FRAME: 0628

Address Line 4: NY, NEW YORK 10018

ATTORNEY DOCKET NUMBER:

121697/183949

NAME OF SUBMITTER:

Jessica L. Rothstein

Signature:

/Jessica L. Rothstein/

Date:

08/12/2008

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 31, 2008 (as amended, restated or otherwise modified, the “Trademark Security Agreement”), between each of EX LIBRIS GLOBAL HOLDINGS, INC., a Delaware corporation, EX LIBRIS GROUP HOLDINGS CORP, a Delaware corporation, EX LIBRIS GROUP LLC, a Delaware limited liability company, EX LIBRIS (USA) INC., a New York corporation, and ENDEAVOR INFORMATION SYSTEMS, INC., a California corporation (collectively, “Grantors”), and SILVER POINT FINANCE, LLC, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of July 31, 2008 (the “Pledge and Security Agreement”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the following Material Intellectual Property (as defined in the Pledge and Security Agreement), whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, “Trademarks”); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

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 for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**EX LIBRIS (USA) INC.,  
EX LIBRIS GROUP HOLDINGS CORP ,  
EX LIBRIS GROUP LLC,  
ENDEAVOR INFORMATION SYSTEMS,  
INC.,**

By:   
Name: Matti Shem Tov  
Title: Authorized Officer

**EX LIBRIS GLOBAL HOLDINGS, INC.,**

By: \_\_\_\_\_  
Name: Bradley Whitman  
Title: President and Secretary

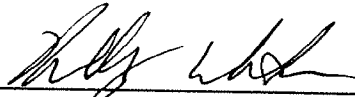
[Signature Page to Trademark Security Agreement]

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

**EX LIBRIS (USA) INC.,  
EX LIBRIS GROUP HOLDINGS CORP ,  
EX LIBRIS GROUP LLC,  
ENDEAVOR INFORMATION SYSTEMS,  
INC.,**

By: \_\_\_\_\_  
Name: Matti Shem Tov  
Title: Authorized Officer

**EX LIBRIS GLOBAL HOLDINGS, INC.,**

By:  \_\_\_\_\_  
Name: Bradley Whitman  
Title: President and Secretary

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**SILVER POINT FINANCE, LLC**

as Collateral Agent

By: 

Name: Frederick H. Fogel

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

Grantor	Description of Trademark	Registration Number	Issue Date
Ex Libris Group LLC	Metalib	2598708	July 23, 2002
Ex Libris Group LLC	Metasearch	2847792	June 1, 2004
Ex Libris Group LLC	Metaindex	2900100	November 2, 2004
Ex Libris Group LLC	SFXIT	2847793	June 1, 2004
Ex Libris Group LLC	Ex Libris (Stylized)	2766527	September 23, 2003
Ex Libris Group LLC	SFX (and Design)	2804535	January 13, 2004
Ex Libris Group LLC	Scholarsfx (Block Letters)	3100504	June 6, 2006
Endeavor Information Systems, Inc.	Endeavor Information Systems Incorporated (and design)	2153835	April 28, 1998

Trademark Licenses

Grantor	Description of Trademark License	Registration Number of underlying Trademark	Name of Licensor
None.			