

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
Springer Science + Business Media, LLC	FORMERLY Kluwer Boston, Inc.	02/03/2010	LIMITED LIABILITY COMPANY: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	5 The North Colonnade, Canary Wharf
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 4BB
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2968900	BREAST CANCER RESEARCH AND TREATMENT
Registration Number:	2836506	INTERNATIONAL JOURNAL OF COMPUTER VISION
Registration Number:	2834468	JOURNAL OF MATERIALS SCIENCE
Registration Number:	2797890	DIGESTIVE DISEASES AND SCIENCES
Registration Number:	2920622	CATALYSIS LETTERS
Registration Number:	2830026	JOURNAL OF LOW TEMPERATURE PHYSICS
Registration Number:	2797894	PUBLIC CHOICE
Registration Number:	2834471	JOURNAL OF AUTISM AND DEVELOPMENTAL DISORDERS
Registration Number:	2834470	JOURNAL OF OPTIMIZATION THEORY AND APPLICATIONS
Registration Number:	2797892	JOURNAL OF STATISTICAL PHYSICS
Registration Number:	2795033	PHARMACEUTICAL RESEARCH
Registration Number:	1563339	ADVANCES IN THERAPY
Registration Number:	3465884	METHODS IN BIOTECHNOLOGY
Registration Number:	3465882	METHODS IN MOLECULAR BIOLOGY

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**TRADEMARK
 REEL: 004143 FRAME: 0164**

Registration Number:	3465883	METHODS IN MOLECULAR MEDICINE
Registration Number:	3465885	METHODS IN PHARMACOLOGY AND TOXICOLOGY
Registration Number:	3465886	NEUROMETHODS
Registration Number:	1709987	BIRKHAUSER B
Registration Number:	1978943	COPERNICUS
Registration Number:	1870842	TELOS
Registration Number:	1800000	TELOS
Registration Number:	1839016	TELOS
Registration Number:	1905191	THE ELECTRONIC LIBRARY OF SCIENCE
Registration Number:	1905192	THE ELECTRONIC LIBRARY OF SCIENCE
Registration Number:	2077051	THE MATHEMATICAL INTELLIGENCER

CORRESPONDENCE DATA

Fax Number: (201)272-1832
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: Hendrik-Jan.Stoker@springer.com
 Correspondent Name: Springer Science + Business Media, LLC
 Address Line 1: 233 Spring Street
 Address Line 2: Attn: Dr. Ulrich Vest
 Address Line 4: New York, NEW YORK 10013

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:
 Address Line 4:

NAME OF SUBMITTER:	Edward F. Woods
Signature:	/Edward F. Woods/
Date:	02/03/2010

Total Attachments: 43

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SECURITY AGREEMENT

FEBRUARY 2, 2010

between

**SPRINGER SCIENCE+BUSINESS MEDIA, LLC
as Debtor**

and

**Barclays Bank PLC
as Security Trustee**

ALLEN & OVERY

Allen & Overy LLP

**TRADEMARK
REEL: 004143 FRAME: 0167**

SECURITY AGREEMENT

This Security Agreement, dated as of February 2, 2010, between Springer Science+Business Media, LLC, a limited liability company formed under the laws of Massachusetts (the "**Debtor**") and Barclays Bank PLC, as Security Trustee for the Finance Parties (as defined in the Intercreditor Agreement referred to below) (the "**Secured Party**").

WITNESSETH:

- (A) **WHEREAS**, Debtor and Barclays Bank PLC have entered into the €1,270,000,000 senior facility agreement dated December 19, 2009 (as amended and restated from time to time, the "**Senior Facility Agreement**") among, inter alia, Springer Science+Business Media S.A., the Original Borrowers named therein, the Original Guarantors named therein, Goldman Sachs International, Barclays Capital and Unicredit Bank AG as global co-ordinators, Goldman Sachs International, Barclays Capital, Unicredit Bank AG and Deutsche Bank AG, London Branch, as Mandated Lead Arrangers, the Original Lenders named therein, Barclays Bank PLC as the Senior Facility Agent, the Security Trustee and the Issuing Bank pursuant to which the Lenders have agreed to make available the certain Facilities (as defined therein) to the Borrowers (as defined therein);
- (B) **WHEREAS**, Debtor and Goldman Sachs Lending Partners LLC have entered into the €454,400,000 mezzanine facility agreement dated December 19, 2009 (as amended and restated from time to time, the "**Mezzanine Facility Agreement**") among, inter alia, Springer Science+Business Media S.A., Goldman Sachs International as Mandated Lead Arranger, Barclays Capital as the Security Trustee, the Original Lenders named therein and Goldman Sachs Lending Partners LLC as Mezzanine Facility Agent pursuant to which the Lenders (as defined therein) have agreed to make available the certain Facility (as defined therein) to the Borrower (as defined therein);
- (C) **WHEREAS**, pursuant to the terms of the Intercreditor Agreement dated January 13, 2010 among, inter alia, Springer Science+Business Media S.A., the Senior Lenders, the Mezzanine Lenders, the Investor, the Obligors, the Intra-Group Creditors (each as defined therein), Barclays Bank PLC as the Senior Facility Agent and the Security Trustee, and Goldman Sachs Lending Partners LLC as Mezzanine Facility Agent (the "**Intercreditor Agreement**"), the Finance Parties have reached certain agreements as to the disposition of security subject to the Security Documents (as defined therein) and Secured Party has been appointed Security Trustee for the benefit of the Finance Parties;
- (D) **WHEREAS**, as partial inducement to the Senior Lenders and the Mezzanine Lenders to enter into the Transaction Documents, Debtor has agreed to provide certain security and collateral for the payment and performance of the Liabilities (as defined herein); and
- (E) **WHEREAS**, pursuant to the Senior Facility Agreement and the Mezzanine Facility Agreement, Debtor is required to grant a security interest in the Collateral (as defined herein) to the Secured Party;

Now, Therefore, the parties hereto hereby agree as follows:

1 Definitions

Capitalized terms used but not defined herein shall have the meanings set forth in the Intercreditor Agreement, but if not defined therein, as set forth in Senior Facility Agreement before the Senior Discharge Date or the Mezzanine Facility Agreement thereafter. The terms "Accounts", "Certificated Security", "Chattel Paper", "Commercial Tort Claim", "Deposit Account", "Document", "Electronic Chattel Paper", "Equipment", "Fixture", "General Intangible", "Goods", "Instrument", "Inventory", "Investment Property", "Letter-of-Credit Right", "Payment Intangible", "Proceeds", "Security Accounts" and "Software" have the respective meanings ascribed thereto in the UCC.

"**Collateral**" shall have the meaning assigned to it in Article 2 hereof.

"**Enforcement Action**" shall have the meaning set forth in the Intercreditor Agreement.

"**Indemnitees**" shall have the meaning assigned to it in Article 9 hereof.

"**Indemnified Liability**" shall have the meaning assigned to it in Article 9 hereof.

"**Liabilities**" of the Debtor means all present and future moneys, debts and liabilities due, owing or incurred by it to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

"**Lien**" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement of any kind or nature whatsoever, including, without limitation, the filing of any financing statement or similar instrument under the UCC or comparable law of any jurisdiction, domestic or foreign.

"**Obligor**" means a Borrower or a Guarantor.

"**Person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust, fund or other entity or partnership (whether or not having separate legal personality) of two or more of the foregoing.

"**Proceeds**" shall mean "proceeds" as such term is defined in Section 9-102(a)(64) of the UCC.

"**UCC**" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York.

2 Grant of Security Interests

As security for the prompt and complete payment and performance in full of all the Liabilities, Debtor hereby grants to the Secured Party for the benefit of the Finance Parties a security interest in and continuing lien on all of Debtor's right, title and interest in, to and under all of Debtor's personal property, including, but not limited to, the following, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located (all of which being hereinafter collectively referred to as the "**Collateral**"):

2.1 all obligations and indebtedness owed by any Subsidiary of the Debtor which is organized under the laws of the United States and all Instruments, Chattel Paper,

contracts and any other documentation representing or evidencing the same and all rights related thereto set forth in Schedule 1 hereto;

- 2.2 all Accounts, including, but not limited to, all accounts receivable as set forth in Schedule 2 hereto;
- 2.3 all Chattel Paper, both tangible and intangible;
- 2.4 all Inventory as set forth in Schedule 3 hereto;
- 2.5 all Equipment as set forth in Schedule 3 hereto;
- 2.6 all Fixtures;
- 2.7 all other Goods (not included in Sections 2.3 through 2.5 above);
- 2.8 all Instruments, including promissory notes;
- 2.9 all Investment Property as set forth in Schedule 4 hereto;
- 2.10 all Documents;
- 2.11 all Deposit Accounts as set forth in Schedule 5 hereto;
- 2.12 the Commercial Tort Claims set forth in Schedule 6 hereto;
- 2.13 all Letter-of-Credit Rights;
- 2.14 any and all rights, title and interests in any partnership, including, but not limited to, those partnership interests set forth on Schedule 7 hereto;
- 2.15 the following intellectual property (collectively, the **"Intellectual Property"**):
 - (i) all United States, international and foreign patents, patent applications and statutory invention registrations, including, without limitation, the patents and patent applications set forth in Schedule 8 hereto (as such Schedule 8 may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, all inventions therein, all rights therein provided by international treaties or conventions and all improvements thereto, and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto (the **"Patents"**);
 - (ii) all trademarks (including, without limitation, service marks), certification marks, collective marks—and all goodwill residing in and identified by said marks—trade dress, logos, domain names, product configurations, trade names, business names, corporate names and other source identifiers, whether or not registered, whether currently in use or not, including, without limitation, all common law rights and registrations and applications for registration thereof, including, without limitation, the trademark registrations and trademark applications set forth in Schedule 9 hereto (as such Schedule 9 may be supplemented from time to time), and all other marks registered in the U.S. Patent and Trademark Office or in any office or agency of any State or Territory of the United States or any foreign country and all rights therein provided by

international treaties or conventions, all reissues, extensions and renewals of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto (the "**Trademarks**");

- (iii) all copyrights, copyright applications, copyright registrations and like protections in each work of authorship, whether statutory or common law, whether published or unpublished, any renewals or extensions thereof, all copyrights of works based on, incorporated in, derived from, or relating to works covered by such copyrights, including, without limitation, the copyright registrations and copyright applications set forth in Schedule 10 hereto (as such Schedule 10 may be supplemented from time to time), together with all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (the "**Copyrights**");
- (iv) all of Debtor's confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (the "**Trade Secrets**");
- (v) all of Debtor's computer software programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware, and documentation and materials relating thereto, and all rights with respect to the foregoing, together with any and all options, warranties, service contracts, program services, test rights, maintenance rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing (the "**Computer Software**");
- (vi) all of Debtor's license agreements, permits, authorizations and franchises, whether with respect to the Patents, Trademarks, Copyrights, Trade Secrets or Computer Software, or with respect to the patents, trademarks, copyrights, trade secrets, computer software or other proprietary right of any other Person set forth in Schedule 11 hereto (as such Schedule 11 may be supplemented from time to time), and all income, royalties and other payments now or hereafter due and/or payable with respect thereto, subject, in each case, to the terms of such license agreements, permits, authorizations and franchises, (the "**Licenses**");
- (vii) any and all of Debtor's claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks, Copyrights, Trade Secrets, Computer Software or Licenses, including, but not limited to, those claims set forth in Schedule 12 hereto (as such Schedule 12 may be supplemented from time to time), with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

2.16 any and all other General Intangibles, including Payment Intangibles;

2.17 all other rights appurtenant to the property described above; and

2.18 all cash and noncash Proceeds of any and all of the foregoing.

This Agreement is enforceable against the Debtor to the maximum extent permitted by any applicable U.S. Bankruptcy Law or state fraudulent transfer or conveyance statute, and the related case law.

3 Authorization to File Financing Statements

Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any applicable jurisdiction in which the Uniform Commercial Code has been enacted (a "**UCC Jurisdiction**") any initial financing statements and amendments thereto, identifying Debtor as the "debtor" thereon and the Collateral or all assets and property of the Debtor as the collateral, which the Secured Party in its sole discretion may deem necessary or appropriate. Debtor agrees to furnish any such information to the Secured Party promptly upon request. Debtor also hereby ratifies its authorization for the Secured Party to have filed in any applicable UCC Jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

4 Representations and Warranties

Debtor hereby represents and warrants to the Secured Party, which representations and warranties shall survive execution and delivery of this Security Agreement, as follows:

4.1 Title and Priority Debtor is the sole holder of record and beneficial owner of the Collateral, free and clear of any Lien thereon or affecting the title thereto, except as permitted under the Finance Documents.

4.2 Name and Organization

4.2.1 The full and correct legal name, type of organization, jurisdiction of organization, organizational ID number (if applicable) and mailing address of Debtor as of the date hereof are correctly set forth in Annex A hereto opposite Debtor's name.

4.2.2 Annex A correctly specifies (i) the place of business of Debtor or, if Debtor has more than one place of business, the location of the chief executive office of Debtor, and (ii) each location where Inventory, Equipment, Goods and Fixtures of Debtor are located.

4.2.3 Debtor is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization.

4.2.4 Debtor has the power and authority to execute, deliver and carry out the terms and provisions of this Security Agreement and has taken all necessary action to authorize the execution, delivery and performance by it of this Security Agreement. Debtor has duly executed and delivered this Security Agreement, and this Security Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable

bankruptcy, insolvency and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

4.3 Changes in Circumstances Debtor has not (i) within the period of four months prior to the date hereof, changed its "location" (as defined in Section 9-307 of the UCC), (ii) except as specified in Schedule 13 hereto, heretofore changed its name, or (iii) except as specified in Schedule 13, heretofore become a "new debtor" (as defined in Section 9-102(a)(56) of the UCC) with respect to a currently effective security agreement previously entered into by any other Person.

4.4 Intellectual Property

4.4.1 Schedules 8 and 9 set forth a complete and correct list of all Patents and Trademarks owned by Debtor on the date hereof; except pursuant to licenses and other user agreements entered into by Debtor in the ordinary course of business, Debtor owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, any Copyright, Patent or Trademark listed in Schedules 8, 9 and 10, and to Debtor's knowledge all registrations listed in Schedules 8, 9 and 10, are valid and in full force and effect; and except as may be set forth in Schedule 14, Debtor owns and possesses the right to use all Copyrights, Patents and Trademarks.

4.4.2 To Debtor's knowledge, (i) except as set forth in Schedule 12, there is no violation by others of any right of Debtor with respect to any Copyright, Patent or Trademark listed in Schedules 8, 9 and 10 and (ii) Debtor is not, to the best of its knowledge, infringing in any respect upon any Copyright, Patent or Trademark of any other Person; and no proceedings have been instituted or are pending against Debtor or, to Debtor's knowledge, threatened, and no claim against Debtor has been received by Debtor, alleging any such violation, except (x) as may be set forth in Schedule 12 or (y) which would reasonably be expected to have a Material Adverse Effect.

4.5 Validity, Perfection and Priority

4.5.1 The security interests in the Collateral granted to the Secured Party by Debtor hereunder constitute valid and continuing security interests in the Collateral and Debtor has rights in or the power to transfer the Collateral, subject to applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity; and

4.5.2 (i) upon filing of properly prepared financing statements indicating the Collateral owned by Debtor (other than Chattel Paper, Instruments, Investment Property, Deposit Accounts and other Letter of Credit Rights) naming Debtor as "debtor" and the Secured Party as "secured party" in the filing offices set forth on Annex B hereto, or

(ii) upon delivery of Chattel Paper, Instruments, Certificated Securities to the Secured Party, and

(iii) upon execution of control agreements with respect to Deposit Accounts, Securities Accounts and Letter-of-Credit Rights, or

(iv) upon completion of the filings necessary to record the security interest in the Intellectual Property,

the security interests in the Collateral granted to the Secured Party hereunder will constitute perfected security interests therein superior and prior to all Liens other than as permitted under the Finance Documents, if any.

4.6 No Liens; Other Financing Statements

No financing statement or other evidence of any Lien covering or purporting to cover any of the Collateral is on file in any public office other than (i) financing statements filed or to be filed in connection with the security interests granted to the Secured Party hereunder, (ii) financing statements for which proper termination statements have been delivered to the Secured Party for filing, and (iii) such Liens as relate to the Copyrights identified in Schedule 10 hereto.

5 Covenants: Actions Concerning the Collateral

To further the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in the Collateral, Debtor agrees, in each case at the Debtor's own expense, to take the following actions with respect to the following Collateral:

5.1 Promissory Notes and Tangible Chattel Paper If Debtor shall at any time hold or acquire any promissory notes or tangible chattel paper, Debtor shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify; provided however Debtor shall not be required to endorse, assign or deliver any such promissory notes or chattel paper to the extent that such promissory notes or chattel paper represent debts of a *de minimus* amount.

5.2 Deposit Accounts For each Deposit Account that Debtor at any time opens or maintains, if an Enforcement Action has occurred and is continuing, Debtor shall, at the Secured Party's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Secured Party, either (a) cause the depository bank to agree to comply with instructions from the Secured Party to such depository bank directing the disposition of funds from time to time credited to such Deposit Account, without further consent of Debtor, or (b) arrange for the Secured Party to become the customer of the depository bank with respect to the Deposit Account, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw funds from such deposit account. The provisions of this paragraph shall not apply to (i) Deposit Accounts for which the Secured Party is the depository and (ii) deposit accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Debtor's salaried employees.

- 5.3 Investment Property** If Debtor hereafter acquires additional Investment Property, Debtor shall take all steps necessary, in accordance with any applicable law and consistent with the Senior Facility Agreement and the Mezzanine Facility Agreement, to deliver to the Secured Party a valid, perfected and first priority security interest, or its equivalent under applicable law, in such Investment Property, provided however Debtor shall not be required to deliver to the Secured Party a valid, perfected and first priority security interest, or its equivalent under applicable law, to the extent that such Investment Property is of a *de minimus* value.
- 5.4 Collateral in the Possession of a Bailee** If any goods are at any time in the possession of a bailee, Debtor shall promptly notify the Secured Party thereof and, if requested by the Secured Party, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to the Secured Party acting reasonably, that the bailee holds such Collateral for the benefit of the Secured Party and, following an Enforcement Action that is continuing, shall act upon the instructions of the Secured Party, without the further consent of Debtor.
- 5.5 Electronic Chattel Paper** If Debtor at any time holds or acquires an interest in any Electronic Chattel Paper, Debtor shall promptly notify the Secured Party thereof and, at the request of the Secured Party, shall take such action as the Secured Party may reasonably request to vest in the Secured Party control, under § 9-105 of the UCC.
- 5.6 Letter-of-credit Rights** If Debtor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of Debtor, Debtor shall promptly notify the Secured Party thereof and, at the request and option of the Secured Party, subsequent to Enforcement Action occurring and continuing, Debtor shall, pursuant to an agreement in form and substance satisfactory to the Secured Party acting reasonably, use all best efforts to either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment for security purposes to the Secured Party of the proceeds of any drawing under the letter of credit or (ii) arrange for the Secured Party to become the transferee beneficiary of the letter of credit, with the Secured Party agreeing, in each case, that the proceeds of any drawing under the letter to credit are to be applied as provided in the Senior Facility Agreement, the Mezzanine Facility Agreement and the Intercreditor Agreement.
- 5.7 Commercial Tort Claims** If Debtor shall at any time hold or acquire a commercial tort claim, Debtor shall promptly notify the Secured Party in a writing signed by Debtor of the details thereof and, subsequent to Enforcement Action occurring and continuing, grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance reasonably satisfactory to the Secured Party.
- 5.8 Post-Closing Copyright Perfection Requirements** Debtor further agrees that it shall within 90 days of the date of this Agreement:
- 5.8.1** deliver to the Secured Party (i) a true and complete supplement to Schedule 10 (the "**Copyrights Supplement**") listing all Copyrights then owned by the Debtor, which Copyrights Supplement shall set forth, without limitation, all relevant copyright registration and application information in sufficient detail to

allow for registration of the Lien and assignment created by this Agreement with the U.S. Copyright Office or any other relevant filing office in any jurisdiction and (ii) original signatures of the Debtor to the Copyrights Supplement and any other record or security instrument specified by the Secured Party, in each case to the extent such originals may be necessary or desirable in connection with any registrations or filings (including, without limitation, with the U.S. Copyright Office) in furtherance of the Liens and assignments contemplated by this Agreement; and

5.8.2 make to the Secured Party, in connection with and as part of the Copyrights Supplement, and on and as of the date thereof, representations and warranties with respect to the Copyrights and related rights and assets identified in such Copyrights Supplement substantially similar to those set forth in Sections 4.1 and 4.3 above, *mutatis mutandis*, and otherwise in form and substance satisfactory to the Secured Party.

5.9 Post-Closing Accounts Requirements Debtor further agrees that it shall within 90 days of the date of this Agreement:

5.9.1 deliver to the Secured Party a true and complete supplement to Schedule 2 (the "**Accounts Supplement**") listing all Accounts then owned by the Debtor; and

5.9.2 make to the Secured Party, in connection with and as part of the Accounts Supplement, and on and as of the date thereof, representations and warranties with respect to the Accounts and related rights and assets identified in such Accounts Supplement substantially similar to those set forth in Sections 4.1 and 4.3 above, *mutatis mutandis*, and otherwise in form and substance satisfactory to the Secured Party.

5.10 Other Actions as to any and all Collateral Debtor further agrees to take any other action reasonably requested by the Secured Party to insure the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral including, without limitation:

5.10.1 furnishing to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail and in form reasonably satisfactory to the Secured Party,

5.10.2 executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC as in effect in any relevant UCC Jurisdiction, to the extent, if any, that the Debtor's signature thereon is required therefor,

5.10.3 causing the Secured Party's name to be noted as secured party on any certificate of title for a titled good, other than motor vehicles, if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral,

- 5.10.4 complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral,
- 5.10.5 obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor or other person obligated on Collateral, provided, that, such consents and approvals are conditions to attachment, perfection or priority, or the ability of the Secured Party to enforce, the Secured Party's interest in the Collateral, and
- 5.10.6 taking all actions required by other law, as applicable in any relevant UCC Jurisdiction, or by other law as applicable in any foreign jurisdiction.

6 Further Covenants

Debtor covenants and agrees with the Secured Party that from and after the date of this Security Agreement:

- 6.1 **Ownership of Collateral** Debtor will continue to own each item of the Collateral owned by it free and clear of any and all Liens (other than the Liens created hereby or permitted under the Senior Facility Agreement and the Mezzanine Facility Agreement and relating to the Copyrights identified in Schedule 10 and as may otherwise be permitted under the Finance Documents), rights or claims of all other Persons, and Debtor shall use reasonable efforts to defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to the Secured Party, including taking all reasonable steps to protect the Intellectual Property from third party infringement and misappropriation.
- 6.2 **Change of Name; Identity; Corporate Structure; Chief Executive Office; or Location of Inventory and Equipment** Debtor will not change its name, identity, corporate structure (including, without limitation, its jurisdiction of formation) or the location of its chief executive office or location of its Inventory or Equipment without (i) giving the Secured Party at least thirty (30) days' prior written notice clearly describing such new name, identity, corporate structure or new location and providing such other information in connection therewith as the Secured Party may reasonably request, and (ii) taking all action satisfactory to the Secured Party as the Secured Party may reasonably request to maintain the security interest of the Secured Party in the Collateral intended to be granted hereby at all times fully perfected with the same or better priority and in full force and effect.
- 6.3 **Maintain Records** Debtor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral.
- 6.4 **Right of Inspection** Debtor shall ensure that any one or more representatives, agents and advisers of Secured Party will, on reasonable grounds and with reasonable prior notice (but not more often than once during each financial year of Debtor unless Secured Party reasonably believes that an Event of Default has occurred), be allowed to

have access to the assets, books, records and premises of Debtor and to inspect the same during normal business hours (at the expense of Debtor or its agent).

- 6.5 Insurance** Debtor will maintain insurance in accordance with Section 25.18 of the Senior Facility Agreement and Section 21.18 of the Mezzanine Facility Agreement.
- 6.6 Payment of Obligations** Debtor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral, as well as all claims of any kind (including, without limitation, claims for labor, materials, supplies and services) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve, in the sole reasonable opinion of the Secured Party, any material danger for the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on the Debtor's books in accordance with generally accepted accounting principles.
- 6.7 Negative Pledge** Debtor will not create, incur or permit to exist, will use reasonable efforts to defend the Collateral against, and will take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Liens created hereby or permitted under the Senior Facility Agreement and the Mezzanine Facility Agreement and relating to the Copyrights identified in Schedule 10 and as may otherwise be permitted under the Finance Documents.
- 6.8 Limitations on Dispositions of Collateral** The Debtor will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as permitted in the Senior Facility Agreement and the Mezzanine Facility Agreement.
- 6.9 Performance by the Secured Party of the Debtor's Obligations; Reimbursement** If Debtor fails to perform or comply with any of its agreements contained herein, the Secured Party may, without notice to or consent by the Debtor, perform or comply or cause performance or compliance therewith and the reasonable expenses of the Secured Party incurred in connection with such performance or compliance, shall be payable by Debtor to the Secured Party within ten (10) Business Days of demand and such reimbursement obligation shall be secured hereby.

7 Power of Attorney

- 7.1 Appointment** Debtor by way of security irrevocably appoints the Secured Party its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:
- 7.1.1** to do anything which Debtor is obliged to do (but has not done) under this Security Agreement (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Collateral); and
- 7.1.2** to, at any time after an Enforcement Action (which shall be continuing), exercise any of the rights conferred on the Secured Party in relation to the Finance Documents, Collateral, the UCC or US Bankruptcy Law or any other applicable law.

7.2 Ratification Debtor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Section 7.1 (*Appointment*).

8 Remedies; Rights Upon Default

8.1 Rights and Remedies Generally If an Enforcement Action shall occur and be continuing, then and in every such case, the Secured Party shall have all the rights of a secured party under the UCC, shall have all rights now or hereafter existing under all other applicable laws, and, subject to any mandatory requirements of applicable law then in effect, shall have all the rights set forth in the Senior Facility Agreement, the Mezzanine Facility Agreement and the Intercreditor Agreement and this Security Agreement and all the rights set forth with respect to the Collateral in any other security agreement between the parties.

8.2 Assembly of Collateral If an Enforcement Action shall occur and be continuing, upon reasonable notice to Debtor, Debtor shall, at its own expense, assemble the Collateral (or from time to time any portion thereof) and make the Collateral available to the Secured Party at any place or places designated by the Secured Party which is reasonably convenient to both parties.

8.3 Disposition of Collateral The Secured Party will give Debtor reasonable notice of the time and place of any public sale of the Collateral or any part thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Debtor agrees that the requirements of reasonable notice to it shall be met if such notice is mailed, postage prepaid to its address specified in Section 9 of this Security Agreement (or such other address that Debtor may provide to the Secured Party in writing) at least ten (10) days before the time of any public sale or after which any private sale may be made.

8.4 Notification to Account Debtors and Other Persons Obligated on Collateral If an Enforcement Action shall have occurred and be continuing, Debtor shall, at the request of the Secured Party, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any Account, Chattel Paper, General Intangible, Instrument or other Collateral and that payment thereof is to be made directly to the Secured Party or to any financial institution designated by the Secured Party as the Secured Party's agent therefor, and the Secured Party may itself, if an Enforcement Action shall have occurred and be continuing, without notice to or demand upon Debtor, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, Debtor shall hold any proceeds of collection of Accounts, Chattel Paper, General Intangibles, Instruments and other Collateral received by Debtor as trustee for the Secured Party without commingling the same with other funds of Debtor and shall turn the same over to the Secured Party in the identical form received, together with any necessary endorsements or assignments. The Secured Party shall apply the proceeds of collection of Accounts, Chattel Paper, General Intangibles, Instruments and other Collateral received by the Secured Party to the Liabilities.

Recourse Debtor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to satisfy the Liabilities. Debtor shall also be liable for all reasonable expenses of the Secured Party incurred in connection with collecting such deficiency, including, without limitation, the reasonable fees and disbursements of any outside attorneys employed by the Secured Party to collect such deficiency. The Secured Party shall promptly return to Debtor any proceeds of any sale or other disposition of the Collateral in excess of the Liabilities and any reimbursable expenses incurred in connection with the satisfaction thereof.

8.5 Expenses; Attorneys Fees Debtor shall reimburse the Secured Party for all its reasonable expenses in connection with the exercise of its rights hereunder, including, without limitation, all reasonable outside attorneys' fees and legal expenses incurred by the Secured Party. Expenses of retaking, holding, preparing for sale, selling or the like shall include the reasonable attorneys' fees and legal expenses of the Secured Party. All such expenses shall be secured hereby.

8.6 Limitation on Duties Regarding Preservation of Collateral

- (a) The Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as the Secured Party deals with similar property for its own account.
- (b) The Secured Party shall have no obligation to take any steps to preserve rights against prior parties to any Collateral.
- (c) Neither the Secured Party nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Debtor or otherwise.

9 Miscellaneous

9.1 Use of Agents Secured Party may perform any of its duties hereunder by or through agents or employees. Secured Party may consult with legal counsel.

9.2 Indemnity Debtor agrees to indemnify, reimburse and hold the Secured Party and its officers, directors, employees, representatives and agents ("**Indemnitees**") harmless from any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments or suits for whatsoever kind or nature which may be imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Security Agreement or the transactions contemplated hereby ("**Indemnified Liabilities**"); provided, however, that Debtor shall have no obligation to an Indemnitee hereunder for Indemnified Liabilities arising from the gross negligence, willful misconduct or actual fraud of such Indemnitee. The obligations of Debtor under this Section shall be secured hereby and shall survive payment and performance or discharge of the Liabilities and the termination of this Security Agreement.

9.3 Governing Law THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

9.4 Jurisdiction Debtor hereby irrevocably submits to the non-exclusive jurisdiction of any New York State or United States federal court sitting in the Borough of Manhattan in The City of New York in any action or proceeding arising out of or relating to this Security Agreement, and Debtor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State or United States federal court. Debtor hereby irrevocably waives, to the fullest extent it may legally do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Debtor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

To the extent permitted by law, Debtor waives trial by jury and waives any objection to venue of any action instituted hereunder.

9.5 Notices Except as otherwise provided herein, any notice required hereunder shall be in writing (including by fax transmission), and shall be deemed to have been validly served, given or delivered upon receipt after transmittal by hand or by courier or in the case of delivery by fax, when sent and receipt has been confirmed, or five business days after deposit in the United States mails, registered first class mail, with proper postage prepaid, and addressed to the party to be notified at the following addresses (or such other address as such party shall designate in a notice delivered to the other party hereunder):

If to Debtor:

Springer Science+Business Media, LLC
233 Spring Street
New York, NY 10013
Fax: +49 827872005
Attn: Dr. Ulrich Vest

Any communication required to be addressed to Springer Science+Business Media Finance Inc. shall also be addressed to it at:

Knightrider S.à.r.l.
23, Rue Aldringen,
L-1118 Luxembourg
Grand Duchy of Luxembourg

with a copy to:

Clifford Chance LLP
10 Upper Bank Street
London

E14 5JJ
United Kingdom
Attn: Therese Wentzel and Alan Inglis

If to the Secured Party:

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
Attn: Juana Huwaidi
Fax: +44 (0) 20 7773 4893

- 9.6 Successors and Assigns** This Security Agreement shall be binding upon and inure to the benefit of Debtor, the Secured Party, all future holders of the Liabilities and their respective successors and permitted assigns, except that Debtor may not assign or transfer any of its rights or obligations under this Security Agreement without the prior written consent of the Secured Party. The Secured Party may only assign or transfer its rights and obligations under this Security Agreement in accordance with the transfer provisions of the Senior Facility Agreement, the Mezzanine Facility Agreement or the Intercreditor Agreement.
- 9.7 Waivers and Amendments** None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the party against whom enforcement is sought. In the case of any waiver, Debtor and the Secured Party shall be restored to their former position and rights hereunder and under the outstanding Liabilities, and any Default or Enforcement Action waived shall be deemed to be cured and not continuing, but no such waiver shall extend to any subsequent or other Default or Enforcement Action, or impair any right consequent thereon.
- 9.8 No Waiver; Remedies Cumulative** No failure or delay on the part of the Secured Party in exercising any right, power or privilege hereunder and no course of dealing between Debtor and the Secured Party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have on any future occasion. The rights and remedies herein expressly provided are cumulative and may be exercised singly or concurrently and as often and in such order as the Secured Party deems expedient and are not exclusive of any rights or remedies which the Secured Party would otherwise have whether by security agreement or now or hereafter existing under applicable law. No notice to or demand on Debtor in any case shall entitle Debtor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Secured Party to any other or future action in any circumstances without notice or demand.

- 9.9 Termination; Release** When the Liabilities have been paid and performed in full, this Security Agreement shall terminate, and the Secured Party, promptly upon the request and at the sole expense of Debtor, will execute and deliver to Debtor the proper instruments (including UCC termination statements) acknowledging the termination of this Security Agreement, and will duly assign, transfer and deliver to Debtor, without recourse, representation or warranty of any kind whatsoever, such of the Collateral as may be in possession of the Secured Party and has not theretofore been disposed of, applied or released.
- 9.10 Headings Descriptive** The headings of the several Sections and subsections of this Security Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.
- 9.11 Severability** In case any provision in or obligation under this Security Agreement or the Liabilities shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
- 9.12 Counterparts** This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. An executed counterpart of this instrument delivered by facsimile shall be as effective as a manually executed and delivered counterpart of this instrument.

EXECUTION VERSION

In Witness Whereof, Debtor and the Secured Party have caused this Security Agreement to be duly executed and delivered as of the date first above written

BARCLAYS BANK PLC

By:

Name:

Title:

SPRINGER SCIENCE + BUSINESS MEDIA, LLC

By: 

Name: Edward F. Woods

Title: Manager

Signature Page to Springer Science+Business Media, LLC Security Agreement

Annex A

Debtor Corporate Information and Location of Chief Executive Offices and Goods

Mailing Address and Chief Executive Office:

Springer Science+Business Media, LLC
233 Spring Street
New York, NY 10013
Attn: Dr. Ulrich Vest

Any communication required to be addressed to Springer Science+Business Media, LLC shall also be addressed to it at:

Knightrider S.à.r.l.
23, Rue Aldringen
L-1118 Luxembourg
Grand Duchy of Luxembourg

with a copy to:

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ
United Kingdom
Attn: Therese Wentzel and Alan Inglis

Location of Goods:

Annex B
Filing Offices

Secretary of State of the Commonwealth of Massachusetts, USA

Schedule 1

Pledged Debt

None.

Schedule 2

Assigned Agreements

Intentionally left blank.

Schedule 3

Locations of Equipment and Inventory

233 Spring St

New York, NY 10013

General Office Furniture and Office Equipment

333 Meadowlands Parkway

Secaucus, NJ 07094

General Office Furniture and Office Equipment

400 Market St

Suite 700

Philadelphia, PA 19106

General Office Furniture and Office Equipment

5 Marine View Plaza

Suite 218

Hoboken, NJ 07030

General Office Furniture and Office Equipment

Schedule 4

Investment Property

Springer Science + Business Media LLC has a defined benefit pension plan which holds plan assets at a custodial account with Bank of New York Mellon. The fair value of the pension assets at December 31, 2009 was \$ 11,242,477.

Schedule 5
Deposit Accounts

Bank	Currency	Account Number
JPMC (Payroll) (was BONY)	USD	6300500291
JPMC (Royalty) (was BONY)	USD	6106613816
JPMC (Flex)	USD	817145352
Deutsche Bank Trust Company	USD	00449246
Deutsche Bank Trust Company (Pension Acct)	USD	00464032
Deutsche Bank Berlin	USD	069284800
Deutsche Bank Berlin	GBP	069284800
Deutsche Bank Berlin	EUR	069284800
Raiffeisen Bank Moscow	USD	40807840900001301785
Raiffeisen Bank Moscow	RUB	40807840900001301785
Pennsylvania National Bank PNC	USD	8611405986
Deutsche Bank Trust Company	USD	00458310

Schedule 6

Commercial Tort Claims

None.

Schedule 7

Partnership Interests

None.

Schedule 8

Intellectual Property: Patents

None.

Schedule 9

Intellectual Property: Trademarks

Trademarks

Trademark	Status	Owner	Filing date	Registration No.	Registration date	Legal Representative	Type	International classes	Country
2 INTERNATIONAL JOURNAL OF COMPUTER VISION	Registered	SSBM LLC	Feb 10, 2003	3039351	July 14, 2004	Clifford Chance, Amsterdam	design mark	9, 16, 41	EU
3 JOURNAL OF MATERIALS SCIENCE (device mark)	Registered	SSBM LLC	Feb 10, 2003	3039336	July 14, 2004	Clifford Chance, Amsterdam	design mark	9, 16, 41	EU
4 PUBLIC CHOICE	Registered	SSBM LLC	Feb 10, 2003	3039278	July 14, 2004	Clifford Chance, Amsterdam	design mark	9, 16, 41	EU
5 CATALYSIS LETTERS (device mark)	Registered	SSBM LLC	Feb 10, 2003	3039229	July 14, 2004	Clifford Chance, Amsterdam	design mark	9, 16, 41	EU
6 DIGESTIVE DISEASES AND SCIENCES	Registered	SSBM LLC	Feb10, 2003	3039302	July 14, 2004	Clifford Chance, Amsterdam	design mark	9, 16, 41	EU
7 JOURNAL OF AUTISM AND DEVELOPMENTAL DISORDERS	Registered	SSBM LLC	February 10, 2003	3039252	July 14, 2004	Clifford Chance, Amsterdam	design mark	9, 16, 41	EU
8 JOURNAL OF LOW TEMPERATURE PHYSICS	Registered	SSBM LLC	February 10, 2003	3039195	July 14, 2004	Clifford Chance, Amsterdam	design mark	9, 16, 41	EU
9 JOURNAL OF OPTIMIZATION THEORY AND APPLICATIONS	Registered	SSBM LLC	February 10, 2003	3039211	July 14, 2004	Clifford Chance, Amsterdam	design mark	9, 16, 41	EU
10 JOURNAL OF STATISTICAL	Registered	SSBM LLC	February 10, 2003	3039328	July 14, 2004	Clifford Chance, Amsterdam	design	9, 16, 41	EU

Trademark	Status	Owner	Filing date	Registration No.	Registration date	Legal Representative	Type	International classes	Country
PHYSICS						Amsterdam	mark		
11 PHARMACEUTICAL RESEARCH	Registered	SSBM LLC	February 10, 2003	3039203	July 14, 2004	Clifford Chance, Amsterdam	design mark	9, 16, 41	EU

Trademark	Status	Owner	Filing date	Registration No.	Registration date	Legal Representative	Type	International classes	Country
1 BREAST CANCER RESEARCH AND TREATMENT	Registered	SSBM LLC	Feb. 12, 2003	2968900	July 12, 2005	Clifford Chance, Amsterdam	word mark	16	US
2 INTERNATIONAL JOURNAL OF COMPUTER VISION	Registered	SSBM LLC	Feb. 12, 2003	2836506	April 27, 2004	Clifford Chance, Amsterdam	word mark	16	US
3 JOURNAL OF MATERIALS SCIENCE	Registered	SSBM LLC	Feb. 12, 2003	2834468	April 20, 2004	Clifford Chance, Amsterdam	word mark	16	US
4 PUBLIC CHOICE	Registered	SSBM LLC	Feb. 12, 2003	2797894	Dec. 23, 2003	Clifford Chance, Amsterdam	word mark	16	US
5 CATALYSIS LETTERS	Registered	SSBM LLC	Feb. 12, 2003	2920622	January 25, 2005	Clifford Chance, Amsterdam	word mark	16	US
6 DIGESTIVE DISEASES AND SCIENCES	Registered	SSBM LLC	Feb. 12, 2003	2797890	Dec. 23, 2003	Clifford Chance, Amsterdam	word mark	16	US
7 JOURNAL OF AUTISM AND DEVELOPMENTAL DISORDERS	Registered	SSBM LLC	Feb. 12, 2003	2834471	April 20, 2004	Clifford Chance, Amsterdam	word mark	16	US
8 JOURNAL OF LOW TEMPERATURE PHYSICS	Registered	SSBM LLC	Feb. 12, 2003	2830026	April 16, 2004	Clifford Chance, Amsterdam	word mark	16	US
9 JOURNAL OF OPTIMIZATION THEORY AND APPLICATIONS	Registered	SSBM LLC	Feb. 12, 2003	2834470	April 20, 2004	Clifford Chance, Amsterdam	word mark	16	US

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Trademark	Status	Owner	Filing date	Registration No.	Registration date	Legal Representative	Type	International classes	Country
10 JOURNAL OF STATISTICAL PHYSICS	Registered	SSBM LLC	Feb. 12, 2003	2797892	Dec. 23, 2003	Clifford Chance, Amsterdam	word mark	16	US
11 PHARMACEUTICAL RESEARCH	Registered	SSBM LLC	Feb. 12, 2003	2795033	Dec. 16, 2003	Clifford Chance, Amsterdam	word mark	16	US

Trademark	Status	Owner	Filing date	Registration No.	Registration date	Legal Representative	Type	International classes	Country
1 ADVANCES IN THERAPY	Registered	SSBM LLC		1563339	Oct 31, 1989	Sonnenschein Nath & Rosenthal	word mark	16	US

Trademark	Status	Owner	Filing date	Registration No.	Registration date	Legal Representative	Type	International classes	Country
1 METHODS IN BIOTECHNOLOGY	Registered	SSBM LLC	June 22, 2007	3 465 884	July 15, 2008	Reiner Prietsch, Germany	word mark	16	US
2 METHODS IN MOLECULAR BIOLOGY	Registered	SSBM LLC	June 22, 2007	3 465 882	July 15, 2008	Rainer Prietsch, Germany	word mark	16	US
3 METHODS IN MOLECULAR MEDICINE	Registered	SSBM LLC	June 22, 2007	3 465 883	July 15, 2008	Rainer Prietsch, Germany	word mark	16	US
4 METHODS IN PHARMACOLOGY AND TOXICOLOG	Registered	SSBM LLC	June 22, 2007	3 465 885	July 15, 2008	Rainer Prietsch, Germany	word mark	16	US
5 NEUROMETHODS	Registered	SSBM LLC	June 22, 2007	3 465 886	July 15, 2008	Rainer Prietsch, Germany	word mark	16	US

Trademark	Status	Owner	Filing date	Registration No.	Registration date	Legal Representative	Type	International classes	Country
1 Birkhauser	registered	SSBM LLC	July 7, 1991	1709987	Aug 25, 1992	Proskauer Rose	design	16	US

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Trademark	Status	Owner	Filing date	Registration No.	Registration date	Legal Representative	Type	International classes	Country
						LLP	mark		
2 Copernicus	registered	SSBM LLC	Oct 27, 1994	1978943	Apr 6, 1996	Proskauer Rose LLP	word mark	16	US
3 Telos	registered	SSBM LLC	Dec 20, 1991	1870842	Dec 27, 1994	Proskauer Rose LLP	design mark	42	US
4 Telos	registered	SSBM LLC	Dec 20, 1991	1800000	Oct 19, 1993	Proskauer Rose LLP	word mark	9	US
5 Telos	registered	SSBM LLC	Dec 20, 1990	1839016	June 7, 1994	Proskauer Rose LLP	word mark	16	US
6 The Electronic Library of Science	registered	SSBM LLC	April 2, 1993	1905191	July 11, 1995	Proskauer Rose LLP	word mark	9	US
7 The Electronic Library of Science	registered	SSBM LLC	April 2, 1993	1905192	July 11, 1995	Proskauer Rose LLP	word mark	16	US
8 The Mathematical Intelligencer	registered	SSBM LLC	Jan 24, 1996	2077051	July 8, 1997	Proskauer Rose LLP	word mark	16	US

0013427-0002734 NY:9409563.4

Domain Names

	registrar	Domain Name	Account Holder
1	Network Solutions	prokaryotes.com	SSBM LLC
2	Network Solutions	springer-ny.com	SSBM LLC
3	Network Solutions	springer-verlag.com	SSBM LLC
4	Network Solutions	springerscience.com	SSBM LLC
5	Network Solutions	plenum.com	SSBM LLC

Schedule 10

Intellectual Property: Copyrights

Intentionally left blank.

Schedule 11

Intellectual Property: Licenses

None.

Schedule 12
Intellectual Property: Claims

None.

Schedule 13

Changes in Circumstances

None.

Schedule 14

Limitations on Debtor's Ownership and Use of Intellectual Property

None.

Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**"), dated as of February 2, 2010, is made by Springer Science + Business Media, LLC (the "**Grantor**") in favor of Barclays Bank plc, as Security Trustee (the "**Security Trustee**") for the Finance Parties (as defined the Security Agreement referred to below).

WHEREAS, the Grantor has entered into a Senior Facility Agreement dated December 19, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Senior Facility Agreement**") with, among others, Goldman Sachs International, Barclays Capital, UniCredit Bank AG, Deutsche Bank AG, London Branch, as mandated lead arrangers, Barclays Bank plc as senior facility agent (the "**Senior Facility Agent**") and the Security Trustee.

WHEREAS, the Grantor has entered into a Mezzanine Facility Agreement dated December 19, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Mezzanine Facility Agreement**") with, among others, Goldman Sachs International, as mandated lead arranger, Goldman Sachs Lending Partnership LLC as mezzanine facility agent (the "**Mezzanine Facility Agent**") and the Security Trustee

WHEREAS, the Grantor has entered into an Intercreditor Agreement dated January 13, 2010 (as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Intercreditor Agreement**") with, among others, the Senior Lenders (as defined therein), the Mezzanine Lenders (as defined therein), the Senior Facility Agent, the Mezzanine Facility and the Security Trustee.

WHEREAS, the Grantor has executed and delivered that certain Security Agreement dated February 2, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Security Trustee for the ratable benefit of the Finance Parties, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. **Grant of Security**

The Grantor hereby grants to the Security Trustee for the ratable benefit of the Finance Parties under the Security Agreement a security interest in and to all of the Grantor's right, title and interest in and to the following (the "**Collateral**");

- 1.1 all material United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time) (the "**Trademarks**");
- 1.2 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.3 any and all proceeds of the foregoing.

2. **Recordation**

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

3. **Execution in Counterparts**

This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. **Grants, Rights and Remedies**

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein

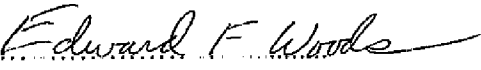
5. **Governing Law**

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written

SPRINGER SCIENCE + BUSINESS MEDIA, LLC

By 

Name: Edward F. Woods

Title: Manager

Address:

333 Meadowlands Parkway

NJ 07094

New Jersey

Email Address: ned woods@springer.com

Signature Page to IP Security Agreement

TRADEMARK
REEL: 004143 FRAME: 0207

SCHEDULE A

TRADMARKS

	Trademark	Status	Owner	Filing date	Registration No.	Registration date	Country
1	BREAST CANCER RESEARCH AND TREATMENT	Registered	SSBM LLC	Feb. 12, 2003	2968900	July 12, 2005	US
2	INTERNATIONAL JOURNAL OF COMPUTER VISION	Registered	SSBM LLC	Feb. 12, 2003	2836506	April 27, 2004	US
3	JOURNAL OF MATERIALS SCIENCE	Registered	SSBM LLC	Feb. 12, 2003	2834468	April 20, 2004	US
4	PUBLIC CHOICE	Registered	SSBM LLC	Feb. 12, 2003	2797894	Dec. 23, 2003	US
5	CATALYSIS LETTERS	Registered	SSBM LLC	Feb. 12, 2003	2920622	January 25, 2005	US
6	DIGESTIVE DISEASES AND SCIENCES	Registered	SSBM LLC	Feb. 12, 2003	2797890	Dec. 23, 2003	US
7	JOURNAL OF AUTISM AND DEVELOPMENTAL DISORDERS	Registered	SSBM LLC	Feb. 12, 2003	2834471	April 20, 2004	US
8	JOURNAL OF LOW TEMPERATURE PHYSICS	Registered	SSBM LLC	Feb. 12, 2003	2830026	April 16, 2004	US
9	JOURNAL OF OPTIMIZATION THEORY AND APPLICATIONS	Registered	SSBM LLC	Feb. 12, 2003	2834470	April 20, 2004	US
10	JOURNAL OF STATISTICAL PHYSICS	Registered	SSBM LLC	Feb. 12, 2003	2797892	Dec. 23, 2003	US
11	PHARMACEUTICAL	Registered	SSBM LLC	Feb. 12, 2003	2795033	Dec. 16, 2003	US

	Trademark	Status	Owner	Filing date	Registration No.	Registration date	Country
	RESEARCH						
12	ADVANCES IN THERAPY	Registered	SSBM LLC		1563339	Oct 31, 1989	US
13	METHODS IN BIOTECHNOLOGY	Registered	SSBM LLC	June 22, 2007	3 465 884	July 15, 2008	US
14	METHODS MOLECULAR BIOLOGY	Registered	SSBM LLC	June 22, 2007	3 465 882	July 15, 2008	US
15	METHODS MOLECULAR MEDICINE	Registered	SSBM LLC	June 22, 2007	3 465 883	July 15, 2008	US
16	METHODS IN PHARMACOLOGY AND TOXICOLOG	Registered	SSBM LLC	June 22, 2007	3 465 885	July 15, 2008	US
17	NEUROMETHODS	Registered	SSBM LLC	June 22, 2007	3 465 886	July 15, 2008	US
18	Birkhauser	registered	SSBM LLC	July 7, 1991	1709987	Aug 25, 1992	US
19	Copernicus	registered	SSBM LLC	Oct 27, 1994	1978943	Apr 6, 1996	US
20	Telos	registered	SSBM LLC	Dec 20, 1991	1870842	Dec 27, 1994	US
21	Telos	registered	SSBM LLC	Dec 20, 1991	1800000	Oct 19, 1993	US
22	Telos	registered	SSBM LLC	Dec 20, 1990	1839016	June 7, 1994	US
23	The Electronic Library of Science	registered	SSBM LLC	April 2, 1993	1905191	July 11, 1995	US
24	The Electronic Library of Science	registered	SSBM LLC	April 2, 1993	1905192	July 11, 1995	US
25	The Mathematical Intelligencer	registered	SSBM LLC	Jan 24, 1996	2077051	July 8, 1997	US