

**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-Verlag GmbH		02/03/2010	LIMITED LIABILITY COMPANY: GERMANY

**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: 97**

Property Type	Number	Word Mark
Registration Number:	3105529	ACTA NEUROCHIRURGICA
Registration Number:	3134641	ACTA NEUROCHIRURGICA
Registration Number:	3105533	ANALYTICAL AND BIOANALYTICAL CHEMISTRY
Registration Number:	3105532	ANALYTICAL AND BIOANALYTICAL CHEMISTRY
Registration Number:	3216713	APPLIED MICROBIOLOGY AND BIOTECHNOLOGY
Registration Number:	3235530	APPLIED MICROBIOLOGY AND BIOTECHNOLGY
Registration Number:	3143877	ARCHIVES OF VIROLOGY
Registration Number:	3097052	ARCHIVES OF VIROLOGY
Registration Number:	3633414	AUTHORMAPPER
Registration Number:	3131561	CELL & TISSUE RESEARCH
Registration Number:	3097042	CELL & TISSUE RESEARCH
Registration Number:	3097047	CMLS CELLULAR AND MOLECULAR LIFE SCIENCES
Registration Number:	3105528	CMLS CELLULAR AND MOLECULAR LIFE SCIENCES
Registration Number:	3140844	COMMUNICATIONS IN MATHEMATICAL PHYSICS

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Registration Number:	3115635	COMMUNICATIONS IN MATHEMATICAL PHYSICS
Registration Number:	3105527	CONTRIBUTIONS TO MINERALOGY AND PETROLOGY
Registration Number:	3097049	CONTRIBUTIONS TO MINERALOGY AND PETROLOGY
Registration Number:	3105534	DER ANAESTHESIST
Registration Number:	3131564	DER ANAESTHESIST
Registration Number:	3137510	DER CHIRURG SPRINGER
Registration Number:	3140841	DER CHIRURG
Registration Number:	3105531	DER GYNAKOLOGE
Registration Number:	3105521	DER GYNÄKOLOGE
Registration Number:	3128328	DER UNFALLCHIRURG
Registration Number:	3131562	DER UNFALLCHIRURG
Registration Number:	3105523	DIABETOLOGIA
Registration Number:	3105522	DIABETOLOGIA
Registration Number:	3137509	EUROPEAN JOURNAL OF NUCLEAR MEDICINE AND MOLECULAR IMAGING
Registration Number:	3125335	EUROPEAN JOURNAL OF NUCLEAR MEDICINE AND MOLECULAR IMAGING
Registration Number:	3361154	EUROPEAN JOURNAL OF PEDIATRICS
Registration Number:	3416486	EUROPEAN JOURNAL OF PEDIATRICS
Registration Number:	3137511	EXPERIMENTAL BRAIN RESEARCH
Registration Number:	3097043	EXPERIMENTAL BRAIN RESEARCH
Registration Number:	3102603	HUMAN GENETICS
Registration Number:	3131563	HUMAN GENETICS
Registration Number:	3102604	INTENSIVE CARE MEDICINE
Registration Number:	3105537	INTENSIVE CARE MEDICINE
Registration Number:	3097048	INVENTIONES MATHEMATICAE
Registration Number:	3097040	INVENTIONES MATHEMATICAE
Registration Number:	3097044	JOURNAL OF MOLECULAR EVOLUTION
Registration Number:	3097045	JOURNAL OF MOLECULAR EVOLUTION
Registration Number:	3105524	MARINE BIOLOGY
Registration Number:	3134642	MARINE BIOLOGY
Registration Number:	3099647	MATHEMATISCHE ANNALEN
Registration Number:	3099646	MATHEMATISCHE ANNALEN
Registration Number:	3094630	MATHEMATISCHE ZEITSCHRIFT
Registration Number:	3094631	MATHEMATISCHE ZEITSCHRIFT

Registration Number:	3504514	METHODS IN BIOTECHNOLOGY
Registration Number:	3465884	METHODS IN BIOTECHNOLOGY
Registration Number:	3507824	METHODS IN MOLECULAR BIOLOGY
Registration Number:	3465882	METHODS IN MOLECULAR BIOLOGY
Registration Number:	3465883	METHODS IN MOLECULAR MEDICINE
Registration Number:	3504513	METHODS IN MOLECULAR MEDICINE
Registration Number:	3465885	METHODS IN PHARMACOLOGY AND TOXICOLOGY
Registration Number:	3504515	METHODS IN PHARMACOLOGY AND TOXICOLOGY
Registration Number:	3097051	MGG MOLECULAR GENETICS AND GENOMICS
Registration Number:	3115636	MGG MOLECULAR GENETICS AND GENOMICS
Registration Number:	3504517	NEUROMETHODS
Registration Number:	3465886	NEUROMETHODS
Registration Number:	3128331	NEURORADIOLOGY
Registration Number:	3118673	NEURORADIOLOGY
Registration Number:	3105535	NUMERISCHE MATHEMATIK
Registration Number:	3105536	NUMERISCHE MATHEMATIK
Registration Number:	3532846	PEDIATRIC RADIOLOGY
Registration Number:	3593529	PEDIATRIC RADIOLOGY
Registration Number:	3137508	PFLÜGERS ARCHIV EUROPEAN JOURNAL OF PHYSIOLOGY
Registration Number:	3102605	PFLUGERS ARCHIV EUROPEAN JOURNAL OF PHYSIOLOGY
Registration Number:	3105525	PLANTA
Registration Number:	3105526	PLANTA
Registration Number:	3105530	PSYCHO- PHARMACOLOGY
Registration Number:	3128330	PSYCHO-PHARMACOLOGY
Registration Number:	3371631	SPRINGER
Registration Number:	3118657	SPRINGER
Registration Number:	3668654	SPRINGER
Registration Number:	3707526	SPRINGER EBOOKS
Registration Number:	3625325	SPRINGER HEALTHCARE COMMUNICATIONS
Registration Number:	3711081	SPRINGER OPEN CHOICE
Registration Number:	3711037	SPRINGER REFERENCE
Registration Number:	3711012	SPRINGER WIKI
Registration Number:	3707506	SPRINGERIMAGES

Registration Number:	3113379	SPRINGERLINK
Registration Number:	3668653	SPRINGERLINK
Registration Number:	3322680	
Registration Number:	3333550	SPRINGER THE LANGUAGE OF SCIENCE
Registration Number:	3178877	SURGICAL ENDOSCOPY AND OTHER INTERVENTIONAL TECHNIQUES
Registration Number:	3178878	SURGICAL ENDOSCOPY AND OTHER INTERVENTIONAL TECHNIQUES
Registration Number:	3464858	TAG
Registration Number:	3443315	TAG
Registration Number:	3097046	THE EUROPEAN PHYSICAL JOURNAL A
Registration Number:	3140843	THE EUROPEAN PHYSICAL JOURNAL A
Registration Number:	3097041	THE EUROPEAN PHYSICAL JOURNAL B
Registration Number:	3140842	THE EUROPEAN PHYSICAL JOURNAL B
Registration Number:	3128329	THE EUROPEAN PHYSICAL JOURNAL C
Registration Number:	3128327	THE EUROPEAN PHYSICAL JOURNAL C
Registration Number:	3097050	THE JOURNAL OF MEMBRANE BIOLOGY
Registration Number:	3105520	ZENTRALBLATT MATH
Registration Number:	3105519	ZENTRALBLATT MATH

**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-Verlag GmbH  
Address Line 1: Heiderberger Platz 3  
Address Line 2: Attn: Dr. Ulrich Vest  
Address Line 4: Berlin, GERMANY 14197

**DOMESTIC REPRESENTATIVE**

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

NAME OF SUBMITTER:

Gregor Karolus

Signature:

/Gregor Karolus/

Date:

02/03/2010

**TRADEMARK**

**REEL: 004143 FRAME: 0221**

**Total Attachments: 36**

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EXECUTION VERSION

### 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-Verlag GmbH (the "**Grantor**") in favor of Barclays Bank plc, as Security Trustee (the "**Security Trustee**") for the Finance Parties (as defined in 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 Patents, 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.

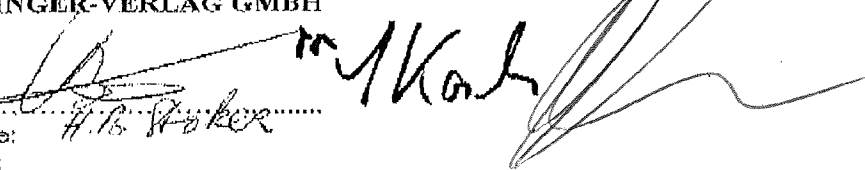
**5. Governing Law**

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-VERLAG GMBH

By  Name: H. B. Stober  
Title:

Address:  
Heidelberger Platz 23  
14197 Berlin  
Germany

Email Address: Heidelb.-jav.stober@springer.com

Signature Page to IP Security Agreement



## SCHEDULE A

TRADemarks

Trademark	Class	U.S. Registered Trademarks			Registration Number
		Country	Application Date	Application Number	
Acta Neurochirurgica	09	US	10/8/2003	76/550 142	3 105 529
Acta Neurochirurgica	16 41	US	10/8/2003	76/550 019	3 134 641
Analytical and Bioanalytical Chemistry	09	US	10/8/2003	76/550 213	3 105 533
Analytical and Bioanalytical Chemistry	16 41	US	10/8/2003	76/550 200	3 105 532
Applied Microbiology and Biotechnology	09	US	10/8/2003	76/550 098	3 216 713
Applied Microbiology and Biotechnology	16 41	US	10/8/2003	76/550 099	3 235 590
Archives of Virology	09	US	10/8/2003	76/550 073	3 143 877
Archives of Virology	16 41	US	10/8/2003	76/550 215	3 097 052
AuthorMapper	09 16 41 42	US	7/10/2008	77/518 911	3 633 414
Cell and Tissue Research	09	US	10/8/2003	76/550 096	3 131 561
Cell and Tissue Research	16 41	US	10/8/2003	76/550 097	3 097 042
Cellular and Molecular Life Sciences	09	US	10/8/2003	76/550 116	3 097 047
Cellular and Molecular Life Sciences	16 41	US	10/8/2003	76/550 124	3 105 528
Communications in Mathematical Physics	09	US	10/8/2003	76/550 114	3 140 844
Communications in Mathematical Physics	16 41	US	10/8/2003	76/550 115	3 115 635
Contributions to Mineralogy and Petrology	09	US	10/8/2003	76/550 123	3 105 527
Contributions to Mineralogy and Petrology	16 41	US	10/8/2003	76/550 122	3 097 049
Der Anaesthetist	09	US	10/8/2003	76/550 214	3 105 534
Der Anaesthetist	16 41	US	10/8/2003	76/550 210	3 131 564
Der Chirurg	09	US	10/8/2003	76/550 075	3 137 510
Der Chirurg	16 41	US	10/8/2003	76/550 076	3 140 841
Der Gynäkologe	09	US	10/8/2003	76/550 145	3 105 531
Der Gynäkologe	16 41	US	10/8/2003	76/550 101	3 105 521
Der Unfallchirurg	09	US	10/8/2003	76/550 204	3 128 328
Der Unfallchirurg	16 41	US	10/8/2003	76/550 206	3 131 562
Diabetologia	09	US	10/8/2003	76/550 106	3 105 523
Diabetologia	16 41	US	10/8/2003	76/550 105	3 105 522

European Journal of Nuclear Medicine	09	US	10/8/2003	76/550 074	3 137 509
European Journal of Nuclear Medicine	16 41	US	10/8/2003	76/550 075	3 125 395
European Journal of Pediatrics	16 41	US	10/8/2003	76/550 221	3 361 154
European Journal of Pediatrics	09	US	10/8/2003	76/550 211	3 416 486
Experimental Brain Research	16 41	US	10/8/2003	76/550 147	3 137 511
Experimental Brain Research	09	US	10/8/2003	76/550 100	3 097 043
Human Genetics	09	US	10/8/2003	76/550 207	3 102 603
Human Genetics	16 41	US	10/8/2003	76/550 209	3 331 563
Intensive Care Medicine	09	US	10/8/2003	76/550 223	3 102 604
Intensive Care Medicine	16 41	US	10/8/2003	76/550 222	3 105 537
Inventiones mathematicae	16 41	US	10/8/2003	76/550 117	3 097 048
Inventiones mathematicae	09	US	10/8/2003	76/549 887	3 097 040
Journal of Molecular Evolution	09	US	10/8/2003	76/550 103	3 097 044
Journal of Molecular Evolution	16 41	US	10/8/2003	76/550 104	3 097 045
Marine Biology	09	US	10/8/2003	76/550 118	3 105 524
Marine Biology	16 41	US	10/8/2003	76/550 119	3 334 642
Mathematische Annalen	09	US	10/8/2003	76/550 113	3 099 647
Mathematische Annalen	16 41	US	10/8/2003	76/549 890	3 099 646
Mathematische Zeitschrift	09	US	10/8/2003	76/550 111	3 094 630
Mathematische Zeitschrift	16 41	US	10/8/2003	76/550 112	3 094 631
METHODS IN BIOTECHNOLOGY	09 41	US	2/11/2008	77/394 114	3 504 514
METHODS IN BIOTECHNOLOGY	16	US	6/22/2007	77/212 716	3 465 884
METHODS IN MOLECULAR BIOLOGY	09 41	US	2/11/2008	77/394 035	3 507 824
METHODS IN MOLECULAR BIOLOGY	16	US	6/22/2007	77/212 710	3 465 882
METHODS IN MOLECULAR MEDICINE	16	US	6/22/2007	77/212 712	3 465 883
METHODS IN MOLECULAR MEDICINE	09 41	US	2/11/2008	77/394 091	3 504 513
METHODS IN PHARMACOLOGY AND TOXICOLOGY	16	US	6/22/2007	77/212 719	3 465 885
METHODS IN PHARMACOLOGY AND TOXICOLOGY	09 41	US	2/11/2008	77/394 130	3 504 515
MGG Molecular Genetics and Genomics	09	US	10/8/2003	76/550 201	3 097 051
MGG Molecular Genetics and Genomics	16 41	US	10/8/2003	76/550 202	3 115 636

MyCopy	16	US	10/7/2008	77/587 357	
NEUROMETHODS	09 41	US	7/11/2008	77/394 150	3 504 517
NEUROMETHODS	16	US	6/22/2007	77/212 720	3 465 886
Neuroradiology	09	US	10/8/2003	76/550 212	3 128 331
Neuroradiology	16 41	US	10/8/2008	76/550 220	3 118 673
Numerische Mathematik	09	US	10/8/2003	76/550 218	3 105 535
Numerische Mathematik	16 41	US	10/8/2008	76/550 218	3 105 536
Pediatric Radiology	09	US	12/8/2003	76/550 077	3 532 846
Pediatric Radiology	16 41	US	10/8/2003	76/550 108	3 593 529
Pflügers Archiv	09	US	10/8/2003	76/550 072	3 137 508
Pflügers Archiv	16 41	US	10/8/2003	76/550 224	3 102 605
Pflügers Archiv	09 16 41	DE	5/26/2003	303 26 822.0/41	303 26 822
Planta	09	US	10/8/2003	76/550 120	3 105 525
Planta	16 41	US	10/8/2003	76/550 121	3 105 526
Psychopharmacology	09	US	10/8/2003	76/550 143	3 105 530
Psychopharmacology	16 41	US	10/8/2003	76/550 209	3 128 330
Springer	09 16 35 39 41	US	1/19/2007	77/086 973	3 971 631
Springer	09 16 41	US	5/8/2003	76/512 679	3 118 657
Springer	42	US	9/24/2008	77/578 148	3 668 654
Springer eBooks	09 16 41 42	US	8/1/2008	77/538 408	3 707 526
Springer Healthcare Communications	09 16 41	US	12/13/2007	77/351 539	3 625 325
Springer Open Choice	09 16 41 42	US	9/8/2008	77/563 386	3 711 081
Springer Open Choice	16 41	US	4/15/2004	79/003 513	3 032 449
(Springer) Open Choice	16 41	US	8/16/2004	79/008 083	3 051 186
Springer Reference	09 16 41 42	US	3/11/2008	77/543 861	3 711 087
Springer Wild	41 42	US	7/14/2006	77/231 305	3 711 012
SpringerImages	09 16 41 42	US	7/10/2006	77/518 900	3 707 506
springerlink	09 16 41	US	4/25/2003	76/509 654	3 113 379
springerlink	42	US	9/24/2008	77/578 126	3 668 653
Springerferd	09 16 35 39 41	US	12/28/2006	77/072 997	3 322 680
Springerferd	09 16 41	US	5/17/2005	79/015 479	3 233 543
Springerferd	42	US	9/24/2008	77/578 101	
Springer—the language of science	09 16 35 39 41	US	12/18/2006	77/056 722	3 333 550
Surgical Endoscopy	09	US	10/8/2003	76/550 109	3 170 977
Surgical Endoscopy	16 41	US	10/8/2003	76/550 110	3 178 878
TAG	09	US	10/8/2003	76/542 875	3 464 858

TAG	16 41	US	10/8/2003	76/550 093	3 443 315
The European Physical Journal A	09	US	10/8/2003	76/550 107	3 097 046
The European Physical Journal A	16 41	US	10/8/2003	76/550 102	3 140 843
The European Physical Journal B	09	US	10/8/2003	76/550 094	3 097 041
The European Physical Journal B	16 41	US	10/8/2003	76/550 095	3 140 842
The European Physical Journal C	09	US	10/8/2003	76/550 205	3 128 329
The European Physical Journal C	16 41	US	10/8/2003	76/550 203	3 128 327
The Journal of Membrane Biology	16 41	US	10/8/2003	76/550 144	3 097 050
The Journal of Membrane Biology	09	US	10/8/2003	76/550 146	3 118 672
Zentralblatt MATH	09	US	10/8/2003	74/549 880	3 105 520
Zentralblatt MATH	16 41	US	10/8/2003	76/549 888	3 105 519

# **SECURITY AGREEMENT**

**FEBRUARY 2, 2010**

**between**

**SPRINGER-VERLAG GMBH  
as Debtor**

**and**

**Barclays Bank PLC  
as Security Trustee**

**ALLEN & OVERY**

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**Allen & Overy LLP**

**TRADEMARK  
REEL: 004143 FRAME: 0230**

## SECURITY AGREEMENT

**This Security Agreement**, dated as of February 2, 2010, between Springer-Verlag GmbH, a private company with limited liability organized under the laws of Germany (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 any Obligor 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;

**2.2** 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 2.2(i) hereto (as such Schedule 2.2(i) 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 2.2(ii) hereto (as such Schedule 2.2(ii) 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 2.2(iii) hereto (as such Schedule 2.2(iii) 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 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 2.2(vii) hereto (as such Schedule 2.2(vii) may be supplemented from time to time), with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

**2.3** all other rights appurtenant to the property described above; and

**2.4** all cash and noncash Proceeds of any and all of the foregoing.

### **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 such Debtor as the "debtor" thereon. Debtor agrees to furnish any such information to the Secured Party promptly upon request. Debtor also ratifies its authorization for the Secured Party to have filed in any 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 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.
- 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 4.3 hereto, heretofore changed its name, or (iii) except as specified in Schedule 4.3, 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 2.2(i), 2.2(ii) and 2.2(iii) set forth a complete and correct list of all Copyrights, 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 2.2(i), 2.2(ii) and 2.2(iii), and to Debtor's knowledge all registrations listed in Schedules 2.2(i), 2.2(ii) and 2.2(iii), are valid and in full force and effect; and except as may be set forth in Schedule 4.4.1, 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 2.2.(vii), there is no violation by others of any right of Debtor with respect to any Copyright, Patent or Trademark listed in Schedules 2.2(i), 2.2 (ii) and 2.2(iii) 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 2.2(vii) 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 naming Debtor as "debtor" and the Secured Party as "secured party" in the filing offices set forth on Annex B hereto, or

(ii) 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 2.2 (iii) 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 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:

**5.1.1** 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,

**5.1.2** 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,

- 5.1.3 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,
- 5.1.4 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,
- 5.1.5 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
- 5.1.6 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 2.2(iii) 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 2.2 (iii) 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 General Intangible 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 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 General Intangibles 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 Limitation on Security Interest by Debtor**

**9.1** To the extent the Debtor is securing debt other than its own debt or debt of its Subsidiaries, the Security Trustee, as the case may be, shall not enforce any security interest created under this Agreement if and only to the extent the Debtor demonstrates that the enforcement of the security interest created under this Agreement has the effect of (i) reducing its net assets (*Nettovermögen*) to an amount less than its stated share capital (*Stammkapital*) or (if its net assets are already an amount less than its stated share capital) causing such amount to be further reduced, and thereby affects its assets required for the obligatory preservation of its share capital according to sections 30 and

31 of the German Act for Limited Liability Companies (*GmbH-Gesetz*) and/or (ii) reducing the Debtor's liquidity in a way that the Debtor will not be able to meet its other payment obligations.

- 9.2** If, at any time, the Debtor demonstrates to the reasonable satisfaction of the Security Trustee that enforcement in full of the security interest created hereunder would lead to one of the effects referred to in paragraph 9.1 above, then the amount to be enforced at that time hereunder by the Debtor will be reduced to the extent necessary to ensure compliance by the Debtor with the restrictions set out in paragraph 9.1 above.
- 9.3** Where the Debtor does not have sufficient assets to maintain its stated share capital, the Debtor shall (to the extent legally permitted in respect of its business) realise any and all of its assets that are shown in its balance sheet with a book value (*Buchwert*) that is significantly lower than the market value of the asset(s) if such asset(s) is/are not necessary for the Debtor's business (*betriebsnotwendig*).
- 9.4** The Debtor shall procure that none of its shareholders shall increase the stated share capital (Stammkapital) by way of capital increase (Kapitalerhöhung) but pay any such funds to be paid to the Debtor into the reserves (Rücklagen) of such Debtor.
- 9.5** Notwithstanding the above provisions of this Clause 9 the provisions of Clauses 9.1 to 9.4 (inclusive) above shall not apply to the extent any amounts due and payable under this Agreement relate to funds which have been on-lent to the Debtor to the extent that any amounts so on-lent are still outstanding at the time of enforcement.
- 9.6** The limitations provided for in this Clause 9 shall cease to apply on the earlier of:
- (i) a profit and loss sharing agreement (*Gewinnabführungsvertrag*) and/or a domination agreement (*Beherrschungsvertrag*) is entered into between the Debtor on one side and any other Affiliate the obligations of which are guaranteed and of which the Debtor is a direct or indirect subsidiary, unless the Debtor has provided evidence in form and substance satisfactory to the Facility Agent that the Debtor is not able to recover the annual loss (*Jahresfehlbetrag*) which the dominating entity (*herrschendes Unternehmen*) is required to pay pursuant to § 302 of the German Stock Corporation Act (*AktG*) due to the fact that the dominating entity is unable to fulfill its obligations pursuant to § 302 of the German Stock Corporation Act because the dominating entity is illiquid (*zahlungsunfähig*) or over-indebted (*überschuldet*) (the **Annual Loss Non-Recovery Amount**) where the limitations provided for in this Clause 9 shall cease to apply only to the extent the Annual Loss Non-Recovery Amount would be covered; and
  - (ii) the security granted under this Agreement being covered by a valuable consideration or recourse claim (*vollwertiger Gegenleistungs- oder Rückgewähranspruch*).

## 10 Miscellaneous

- 10.1 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.



- 10.2 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.
- 10.3 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.**
- 10.4 Agent for Service of Process** 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. Debtor hereby irrevocably designates and appoints CT Corporation, 111 Eighth Avenue, New York, NY 10011, Phone (212) 590-9200, Fax (212) 590-9290 as the agent of Debtor to receive on its behalf service of all process brought against it with respect to any such proceeding in any such court in the State of New York, such service being hereby acknowledged by Debtor to be effective and binding on it in every respect. If for any reason such agent shall cease to be available to act as such, then Debtor shall promptly designate a new agent in the Borough of Manhattan in The City of New York.

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

- 10.5 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-Verlag GmbH  
Heidelberger Platz 3  
Berlin, 14197  
Germany  
Fax: +49 827872005  
Attn: Dr. Ulrich Vest

Any communication required to be addressed to Springer-Verlag GmbH shall 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

**10.6 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.

**10.7 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.

- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 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.
- 10.12 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.

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-VERLAG GMBH**

By:

Name: *Markus Mos*

Title: *Director*



*Gregor Karolus*

*Proxy holder*

## **Annex A**

### **Debtor Corporate Information and Location of Chief Executive Offices and Goods**

Mailing Address and Chief Executive Office:

Springer-Verlag GmbH  
Heidelberger Platz 3  
Berlin, 14197  
Germany  
Fax: +49 827872005  
Attn: Dr. Ulrich Vest

Any communication required to be addressed to Springer-Verlag GmbH shall 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**

Office of the Recorder of Deeds of the District of Columbia, USA

**Schedule 2.13**

**Partnership Interests**

None.

**Schedule 2.2(i)**

**Intellectual Property: Patents**

None.



## Schedule 2.2(ii)

### Intellectual Property: Trademarks

#### Trademarks

#### U.S. Registered Trademarks

Trademark	Class	Country	Application Date	Application Number	Registration Number
Acta Neurochirurgica	09	US	10/8/2003	76/550 142	3 105 529
Acta Neurochirurgica	16 41	US	10/8/2003	76/550 019	3 134 641
Analytical and Bioanalytical Chemistry	09	US	10/8/2003	76/550 213	3 105 533
Analytical and Bioanalytical Chemistry	16 41	US	10/8/2003	76/550 200	3 105 532
Applied Microbiology and Biotechnology	09	US	10/8/2003	76/550 098	3 216 713
Applied Microbiology and Biotechnology	16 41	US	10/8/2003	76/550 099	3 235 530
Archives of Virology	09	US	10/8/2003	76/550 071	3 143 877
Archives of Virology	16 41	US	10/8/2003	76/550 215	3 097 052
AuthorMapper	09 16 41 42	US	7/10/2008	77/518 911	3 633 414
Cell and Tissue Research	09	US	10/8/2003	76/550 096	3 131 561
Cell and Tissue Research	16 41	US	10/8/2003	76/550 097	3 097 042
Cellular and Molecular Life Sciences	09	US	10/8/2003	76/550 116	3 097 047
Cellular and Molecular Life Sciences	16 41	US	10/8/2003	76/550 124	3 105 528
Communications in Mathematical Physics	09	US	10/8/2003	76/550 114	3 140 844
Communications in Mathematical Physics	16 41	US	10/8/2003	76/550 115	3 115 635
Contributions to Mineralogy and Petrology	09	US	10/8/2003	76/550 123	3 105 527
Contributions to Mineralogy and Petrology	16 41	US	10/8/2003	76/550 122	3 097 049
Der Anaesthesist	09	US	10/8/2003	76/550 214	3 105 534
Der Anaesthesist	16 41	US	10/8/2003	76/550 210	3 131 564
Der Chirurg	09	US	10/8/2003	76/550 075	3 137 510
Der Chirurg	16 41	US	10/8/2003	76/550 076	3 140 841
Der Gynäkologe	09	US	10/8/2003	76/550 145	3 105 531
Der Gynäkologe	16 41	US	10/8/2003	76/550 101	3 105 521
Der Unfallchirurg	09	US	10/8/2003	76/550 204	3 128 328

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<b>Der Unfallchirurg</b>	16 41	US	10/8/2003	76/550 206	3 131 562
<b>Diabetologia</b>	09	US	10/8/2003	76/550 106	3 105 523
<b>Diabetologia</b>	16 41	US	10/8/2003	76/550 105	3 105 522
<b>European Journal of Nuclear Medicine</b>	09	US	10/8/2003	76/550 074	3 137 509
<b>European Journal of Nuclear Medicine</b>	16 41	US	10/8/2003	76/550 073	3 125 335
<b>European Journal of Pediatrics</b>	16 41	US	10/8/2003	76/550 221	3 361 154
<b>European Journal of Pediatrics</b>	09	US	10/8/2003	76/550 211	3 416 486
<b>Experimental Brain Research</b>	16 41	US	10/8/2003	76/550 147	3 137 511
<b>Experimental Brain Research</b>	09	US	10/8/2003	76/550 100	3 097 043
<b>Human Genetics</b>	09	US	10/8/2003	76/550 207	3 102 603
<b>Human Genetics</b>	16 41	US	10/8/2003	76/550 208	3 131 563
<b>Intensive Care Medicine</b>	09	US	10/8/2003	76/550 223	3 102 604
<b>Intensive Care Medicine</b>	16 41	US	10/8/2003	76/550 222	3 105 537
<b>Inventiones mathematicae</b>	16 41	US	10/8/2003	76/550 117	3 097 048
<b>Inventiones mathematicae</b>	09	US	10/8/2003	76/549 887	3 097 040
<b>Journal of Molecular Evolution</b>	09	US	10/8/2003	76/550 103	3 097 044
<b>Journal of Molecular Evolution</b>	16 41	US	10/8/2003	76/550 104	3 097 045
<b>Marine Biology</b>	09	US	10/8/2003	76/550 118	3 105 524
<b>Marine Biology</b>	16 41	US	10/8/2003	76/550 119	3 134 642
<b>Mathematische Annalen</b>	09	US	10/8/2003	76/550 113	3 099 647
<b>Mathematische Annalen</b>	16 41	US	10/8/2003	76/549 890	3 099 646
<b>Mathematische Zeitschrift</b>	09	US	10/8/2003	76/550 111	3 094 630
<b>Mathematische Zeitschrift</b>	16 41	US	10/8/2003	76/550 112	3 094 631
<b>METHODS IN BIOTECHNOLOGY</b>	09 41	US	2/11/2008	77/394 114	3 504 514
<b>METHODS IN BIOTECHNOLOGY</b>	16	US	6/22/2007	77/212 716	3 465 884
<b>METHODS IN MOLECULAR BIOLOGY</b>	09 41	US	2/11/2008	77/394 035	3 507 824
<b>METHODS IN MOLECULAR BIOLOGY</b>	16	US	6/22/2007	77/212 710	3 465 882
<b>METHODS IN MOLECULAR MEDICINE</b>	16	US	6/22/2007	77/212 712	3 465 883
<b>METHODS IN MOLECULAR MEDICINE</b>	09 41	US	2/11/2008	77/394 091	3 504 513
<b>METHODS IN PHARMACOLOGY AND</b>	16	US	6/22/2007	77/212 719	3 465 885

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**TRADEMARK**  
**REEL: 004143 FRAME: 0251**

<b>TOXICOLOGY</b>					
<b>METHODS IN PHARMACOLOGY AND TOXICOLOGY</b>	09 41	US	2/11/2008	77/394 130	3 504 515
<b>MGG Molecular Genetics and Genomics</b>	09	US	10/8/2003	76/550 201	3 097 051
<b>MGG Molecular Genetics and Genomics</b>	16 41	US	10/8/2003	76/550 202	3 115 636
<b>MyCopy</b>	16	US	10/7/2008	77/587 357	
<b>NEUROMETHODS</b>	09 41	US	2/11/2008	77/394 150	3 504 517
<b>NEUROMETHODS</b>	16	US	6/22/2007	77/212 720	3 465 886
<b>Neuroradiology</b>	09	US	10/8/2003	76/550 212	3 128 331
<b>Neuroradiology</b>	16 41	US	10/8/2003	76/550 220	3 118 673
<b>Numerische Mathematik</b>	09	US	10/8/2003	76/550 218	3 105 535
<b>Numerische Mathematik</b>	16 41	US	10/8/2003	76/550 219	3 105 536
<b>Pediatric Radiology</b>	09	US	12/8/2003	76/550 077	3 532 846
<b>Pediatric Radiology</b>	16 41	US	10/8/2003	76/550 108	3 593 529
<b>Pflügers Archiv</b>	09	US	10/8/2003	76/550 072	3 137 508
<b>Pflügers Archiv</b>	16 41	US	10/8/2003	76/550 224	3 102 605
<b>Pflügers Archiv</b>	09 16 41	DE	5/26/2003	303 26 822.0/41	303 26 822
<b>Planta</b>	09	US	10/8/2003	76/550 120	3 105 525
<b>Planta</b>	16 41	US	10/8/2003	76/550 121	3 105 526
<b>Psychopharmacology</b>	09	US	10/8/2003	76/550 143	3 105 530
<b>Psychopharmacology</b>	16 41	US	10/8/2003	76/550 209	3 128 330
<b>Springer</b>	09 16 35 39 41	US	1/19/2007	77/086 973	3 371 631
<b>Springer</b>	09 16 41	US	5/8/2003	76/512 679	3 118 657
<b>Springer</b>	42	US	9/24/2008	77/578 148	3 668 654
<b>Springer eBooks</b>	09 16 41 42	US	8/4/2008	77/538 408	3 707 526
<b>Springer Healthcare Communications</b>	09 16 41	US	12/13/2007	77/351 539	3 625 325
<b>Springer Open Choice</b>	09 16 41 42	US	9/6/2008	77/563 986	3 711 081
<b>Springer Open Choice</b>	16 41	US	4/15/2004	79/003 513	3 032 449
<b>(Springer) Open Choice</b>	16 41	US	8/26/2004	79/008 083	3 051 186
<b>Springer Reference</b>	09 16 41 42	US	8/11/2008	77/543 861	3 711 037
<b>Springer Wiki</b>	41 42	US	7/14/2008	77/251 503	3 711 012
<b>SpringerImages</b>	09 16 41 42	US	7/10/2008	77/518 900	3 707 506

springerlink	09 16 41	US	4/25/2003	76/509 654	3 113 379
springerlink	42	US	9/24/2008	77/578 126	3 668 653
Springerpferd	09 16 35 39 41	US	12/28/2006	77/072 997	3 322 680
Springerpferd	09 16 41	US	5/17/2005	79/015 479	3 233 543
Springerpferd	42	US	9/24/2008	77/578 101	
Springer-the language of science	09 16 35 39 41	US	12/18/2006	77/066 722	3 333 550
Surgical Endoscopy	09	US	10/8/2003	76/550 109	3 178 877
Surgical Endoscopy	16 41	US	10/8/2003	76/550 110	3 178 878
TAG	09	US	10/8/2003	76/549 875	3 464 858
TAG	16 41	US	10/8/2003	76/550 093	3 443 315
The European Physical Journal A	09	US	10/8/2003	76/550 107	3 097 046
The European Physical Journal A	16 41	US	10/8/2003	76/550 102	3 140 843
The European Physical Journal B	09	US	10/8/2003	76/550 094	3 097 041
The European Physical Journal B	16 41	US	10/8/2003	76/550 095	3 140 842
The European Physical Journal C	09	US	10/8/2003	76/550 205	3 128 329
The European Physical Journal C	16 41	US	10/8/2003	76/550 203	3 128 327
The Journal of Membrane Biology	16 41	US	10/8/2003	76/550 144	3 097 050
The Journal of Membrane Biology	09	US	10/8/2003	76/550 146	3 118 672
Zentralblatt MATH	09	US	10/8/2003	74/549 889	3 105 520
Zentralblatt MATH	16 41	US	10/8/2003	76/549 888	3 105 519

**Internationally Registered Trademarks also Registered in the U.S.**

Trademark	Class	Application Date	Application Number	Registration Number	Country
Springerpferd	09 16 41	5/17/2005	862 582	862 582	CH CN HR HU JP KR MA RU US
(Springer) Open Choice	16 41	8/26/2004	840 879	841 879	AT AU BX CH CN ES FR GB IT JP KR US
Springer Open Choice	16 41	4/15/2004	827 884	828 884	AT AU BX CH CN ES FR GB IT JP KR US

**Domain Names**

None.

**Schedule 2.2(iii)**

**Intellectual Property: Copyrights**

None.

**Schedule 2.2(vii)**

**Intellectual Property: Claims**

None.

**Schedule 4.3**

**Changes in Circumstances**

None.



**Schedule 4.4.1**

**Limitations on Debtor's Ownership and Use of Intellectual Property**

None.