### 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
Bloomberg Finance One L.P.		03/10/2011	LIMITED PARTNERSHIP: DELAWARE

### **RECEIVING PARTY DATA**

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

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark	
Serial Number:	85061947	BLAW	
Serial Number:	85109556	BLOOMBERG SPORTS DECISION MAKER	
Serial Number:	85007736	FIRST WORD	
Registration Number:	3614827	FIRST WORD	
Registration Number:	3903685	MUSTRASH	
Serial Number:	85199283	THE BUSINESS IMPLICATIONS OF GOVERNMENT ACTION	

#### **CORRESPONDENCE DATA**

Fax Number: (214)981-3400

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

Phone: 214-981-3483 Email: dclark@sidley.com Correspondent Name: Dusan Clark, Esq. Address Line 1: Sidley Austin LLP

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

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	718-30590		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		
Date:	03/24/2011		
Total Attachments: 5 source=Executed 2011 CGSI (GO)#page1.tif source=Executed 2011 CGSI (GO)#page2.tif source=Executed 2011 CGSI (GO)#page3.tif source=Executed 2011 CGSI (GO)#page4.tif source=Executed 2011 CGSI (GO)#page5.tif			

# CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of March [1], 2011 by and from BLOOMBERG FINANCE ONE L.P., a Delaware limited partnership (the "Grantor"), to and in favor of BANK OF AMERICA, N.A., as Collateral Agent under the below-described Master Security Agreement (in such capacity, the "Grantee").

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

WHEREAS, the Grantor, certain affiliates thereof, the Administrative Agent and the Grantee have entered into that certain Master Security Agreement, dated as of November 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Master Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Master Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Master Security Agreement and the other Transaction Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Master Security Agreement, the provisions of the Master Security Agreement shall govern.

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

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

### 2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of the IS Obligations. As and when required under the Master Security Agreement and the Transaction Documents, Grantee shall execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant. Notwithstanding anything contained herein to the contrary, in no event shall Trademarks include Excluded Collateral such as any application for registration of a Trademark filed with the United States Patent and Trademark Office on an

intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such Trademark shall automatically cease to be Excluded Collateral and shall be subject to the security interest granted hereunder.

- (b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.
- 3. <u>Termination</u>. The Assignor and the Assignee hereby acknowledge and agree that the security interest in the Trademarks may be terminated only in accordance with the Transaction Documents.
- 4. <u>Choice of Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- 5. <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\*\*\*\*\*

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

BLOOMBERG FINANCE ONE L.P.
By: Bloomberg (GP) Finance LLC, its general
partner
Lalla VIII
By Clad LW WW
Name: Richard K. Descherer
Title: Secretary

STATE OF New York ) New York COUNTY )

Richard K. Descherer, known to me to be the Secretary of Bloomberg (GP) Finance LLC, personally came before me this day of March 2011, and executed or acknowledged to me that he executed the foregoing Confirmatory Grant of Security Interest in United States Trademarks on behalf of Bloomberg (GP) Finance LLC, in its capacity as general partner of Bloomberg Finance One L.P., and pursuant to authority duly received.

(SEAL)

Notary Public, State of New York
My Commission Expires: 9/2-0/,3

VERONICA L. BEEBE
Notary Public, State of New York
No. 01BE0219625
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Sept. 30, 2013

IN WITNESS WHEREOF, the Grantee has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

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

By: Surday Lecurity
Name: Brendan Feeney
Title: Vice President

STATE OF North Carolina )
Mccklenbury COUNTY )

Rendan Rendan, known to me to be the V.P. of Bank of America, N.A., personally came before me this V.D. day of March, 2011, and executed or acknowledged to me that he executed the foregoing Confirmatory Grant of Security Interest in United States Trademarks on behalf of Bank of America, N.A., pursuant to authority duly received.

Notary Public
Mecklenburg County, NC
My Commission Expires Nov. 1, 2014

Notary Public, State of NC My Commission Expires: 11.14+

# CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

## Exhibit A - SCHEDULE OF TRADEMARKS

Mark	(App. No.) / Reg. No.	(App. Date) / Reg. Date
BLAW	(85/061,947)	(6/14/2010)
BLOOMBERG SPORTS DECISION	(85/109,556)	(8/17/2010)
MAKER		
FIRST WORD	(85/007,736)	(4/6/2010)
FIRST WORD	3,614,827	5/5/2009
MUSTRASH	3,903,685	1/11/2011
THE BUSINESS IMPLICATIONS OF	(85/199,283)	(12/16/2010)
GOVERNMENT ACTION		

TRADEMARK REEL: 004504 FRAME: 0294

RECORDED: 03/24/2011