

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Notice of Assignment of Security Interest in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		03/10/2011	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative 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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		

CH \$165.00 85061947

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

NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF ASSIGNMENT OF SECURITY INTEREST (this "Assignment") is executed as of March 10, 2011 by BANK OF AMERICA, N.A., as Collateral Agent under the below-described Master Security Agreement (in such capacity, "Assignor"), in favor of BANK OF AMERICA, N.A., as Administrative Agent under the below-described Note Purchase Agreement (in such capacity, "Assignee").

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, the Managing Agents from time to time party thereto and Assignee;

WHEREAS, BLOOMBERG FINANCE ONE L.P., a Delaware limited partnership (the "Grantor"), certain affiliates thereof, the Assignor and the Assignee 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 "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office, and has granted a security interest in all of its right, title and interest in and to the Trademarks to Collateral Agent as set forth in the Master Security Agreement;

WHEREAS, pursuant to the Master Security Agreement, all security interests granted by the Grantor to the Assignor (on behalf of and for the benefit of the Issuer) have been assigned by the Assignor to the Assignee for the benefit of the Secured Parties; and

WHEREAS, the Assignee has requested that the Assignor execute this Assignment for the purpose of giving notice of the assignment of the Assignor's security interest in the Trademarks to the Assignee pursuant to the Master Security Agreement.

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. Definitions. 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. Assignment.

(a) This Assignment is made to secure the satisfactory performance and payment of the Obligations. Upon the occurrence of the Collection Date, the Assignee shall promptly

execute, acknowledge, and deliver to the Assignor all reasonably requested instruments in writing releasing the assignment made under this Assignment. 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 Assignor hereby assigns to the Assignee the security interest granted to Assignee 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 Assignor, together with (2) all proceeds and products of the Trademarks, (3) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, and (4) all goodwill associated with such Trademarks.

3. Termination. 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. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. 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 Assignor has caused this Assignment of Security Interest to be duly executed by its duly authorized officer or representative as of the day and year first above written.

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

By: Brendan Fee
Name: **Brendan Feeney**
Title: **Vice President**

STATE OF North Carolina)
Mecklenburg COUNTY)

Brendan Feeney, known to me to be the V.P. of Bank of America, N.A., personally came before me this 10th day of March, 2011, and executed or acknowledged to me that he executed the foregoing Notice of Assignment of Security Interest in United States Trademarks on behalf of Bank of America, N.A., in its capacity as Collateral Agent, and pursuant to authority duly received.

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

TJP
Notary Public, State of NC
My Commission Expires: 11.1.14

IN WITNESS WHEREOF, the Assignee has caused this Assignment of Security Interest to be duly executed by its duly authorized officer or representative as of the day and year first above written.

BANK OF AMERICA, N.A. as Administrative Agent and as Assignee

By: Brendan Feeney
Name: **Brendan Feeney**
Title: **Vice President**

STATE OF North Carolina
Mecklenburg COUNTY)

Brendan Feeney, known to me to be the V.P. of Bank of America, N.A., personally came before me this 10th day of March, 2011, and executed or acknowledged to me that he executed the foregoing Notice of Assignment of Security Interest in United States Trademarks on behalf of Bank of America, N.A., in its capacity as Administrative Agent, and pursuant to authority duly received.

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

TJR
Notary Public, State of NC
My Commission Expires: 11.1.14

Schedule A to Notice of Assignment of Security Interest in 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 MAKER	(85/109,556)	(8/17/2010)
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 GOVERNMENT ACTION	(85/199,283)	(12/16/2010)