

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDC Publishing, LLC		04/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	RBS Citizens, National Association, as administrative agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4036522	RAIL PROJECT GUIDE	
Registration Number:	4082257	RPG RAILPROJECTGUIDE	
CORRESPONDENCE DATA			
Fax Number:	8004325298		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	401.276.6418		
Email:	jdavis@edwardswildman.com		
Correspondent Name:	Jessica Davis		
Address Line 1:	2800 Financial Plaza		
Address Line 2:	Edwards Wildman Palmer LLP		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	205268.0068		
NAME OF SUBMITTER:	Jessica Davis		

Signature:	/JDavis/
Date:	05/23/2012
Total Attachments: 5 source=CDC - Supplemental Trademark Sec Agmt (2012) pdf#page1.tif source=CDC - Supplemental Trademark Sec Agmt (2012) pdf#page2.tif source=CDC - Supplemental Trademark Sec Agmt (2012) pdf#page3.tif source=CDC - Supplemental Trademark Sec Agmt (2012) pdf#page4.tif source=CDC - Supplemental Trademark Sec Agmt (2012) pdf#page5.tif	

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 20, 2012, is by and between the undersigned (the "Grantor"), and RBS Citizens, National Association, as administrative agent on behalf of the Lenders (the "Agent").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of August 31, 2004 (as amended, and as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among CDC Publishing, LLC (the "Borrower"), the guarantors party thereto (the "Guarantors", and together with the Borrower, the "Credit Parties"), the lenders from time to time party thereto (the "Lenders"), and the Agent, the Lenders agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Credit Parties and the Agent are party to that certain Intellectual Property Security Agreement, dated as of August 31, 2004 (as amended and supplemented, and as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Credit Parties granted to the Agent a security interest in and continuing lien on, all of the Credit Parties' right, title and interest in, to and under all Pledged Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Secured Obligations, including the obligations of the Credit Parties under the Credit Agreement;

WHEREAS, the parties to the Security Agreement contemplate and intend that, the Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Security Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties agree as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Agent a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks to the extent included in the Pledged Collateral, including but not limited to the Trademarks listed in Schedule A, in each case, whether now

owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, pursuant to the Security Agreement. This Agreement supplements, rather than replaces, the Security Agreement and the schedules thereto. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTOR:

CDC PUBLISHING, LLC

By: 

Name: L. William Black

Title: President


[Signature page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 004785 FRAME: 0800

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

AGENT:

**RBS CITIZENS, NATIONAL
ASSOCIATION, as Administrative Agent**

By: 
Name: Frank J. Grueter, III
Title: Senior Vice President

**SCHEDULE A
TO
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

<u>Applicant/Registrant</u>	<u>Trademark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
CDC PUBLISHING, LLC	RAIL PROJECT GUIDE	4036522	10/4/12011
CDC PUBLISHING, LLC	RAIL PROJECT GUIDE logo	4082257	01/10/2012

BOS111 12692676.2

RECORDED: 05/23/2012

**TRADEMARK
REEL: 004785 FRAME: 0802**