

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.		03/20/2013	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	214 NORTH TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85772788	BLOOMBERG POLARLAKE
Serial Number:	85788392	BLOOMBERGBLACK
Serial Number:	85836302	BLOOMBERG BUSINESSWEEK
Serial Number:	85762664	BLOOMBERG LOCAL VAULT
Serial Number:	85762647	BLOOMBERG VAULT
Serial Number:	85660856	EMSX
Serial Number:	85660828	EMSXNET

CORRESPONDENCE DATA

Fax Number: 2149813400  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 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

ATTORNEY DOCKET NUMBER:	718-30590
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	03/20/2013

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT  
(United States)**

**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 20, 2013 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 Administrative Agent under the below-described Note Purchase Agreement (in such capacity, the "Grantee").

WHEREAS, the Grantor is party to that certain Amended and Restated Bloomberg Finance L.P. Private Note Purchase Agreement, dated as of October 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among Bloomberg Finance L.P., a Delaware limited partnership, 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 the Grantee;

WHEREAS, the Grantor, certain affiliates thereof and the Grantee have entered into that certain Amended and Restated Master Security Agreement, dated as of October 30, 2012 (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

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Master Security Agreement. The rights and remedies of the 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. 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. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of the Obligations. Upon the occurrence of the Collection Date, the Grantee shall promptly execute, acknowledge, and deliver to the 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 the Grantee a security interest in (1) all of the 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. Termination. The Grantor and the Grantee 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 Confirmatory Grant shall be governed by and construed in accordance with the laws of the State of New York.

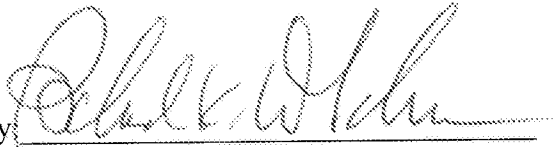
5. Counterparts. This Confirmatory Grant may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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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., as Grantor

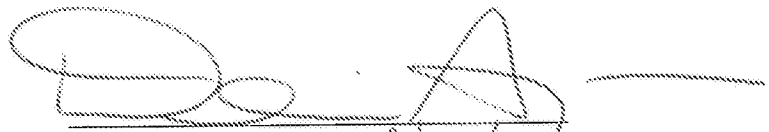
By: BLOOMBERG (GP) FINANCE, LLC, its General Partner

By:   
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, the General Partner of Bloomberg Finance One L.P., personally came before me this 13th day of March, 2013, 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: 10/29/2015

DENISE AMPARO  
Notary Public, State of New York  
No. 01AM6176164  
Qualified in New York County  
Commission Expires Oct. 29, ~~2014~~  
2015

*Signature Page to  
Confirmatory Grant of Security Interest (U.S. Trademarks)*

**TRADEMARK  
REEL: 004985 FRAME: 0870**

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

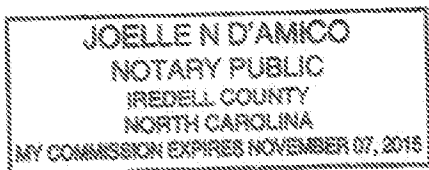
BANK OF AMERICA, N.A., as  
Administrative Agent

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

STATE OF North Carolina  
Mecklenburg COUNTY )

Brendan Feeney, known to me to be the Vice President of Bank of America, N.A., personally came before me this 14<sup>th</sup> day of March, 2013, 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.

(SEAL)



Joelle N D'Amico  
Notary Public, State of North Carolina  
My Commission Expires: November 7, 2015

*Signature Page to  
Confirmatory Grant of Security Interest (U.S. Trademarks)*

**TRADEMARK  
REEL: 004985 FRAME: 0871**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

<u>Jurisdiction</u>	<u>Owner</u>	<u>Mark</u>	<u>Appln No.</u>	<u>Appln Date</u>	<u>Status</u>
U.S.	Bloomberg Finance One L.P.	BLOOMBERG POLARLAKE	85/772,788	11/6/2012	Pending
U.S.	Bloomberg Finance One L.P.	BLOOMBERGBLACK	85/788,392	11/27/2012	Pending
U.S.	Bloomberg Finance One L.P.	BLOOMBERG BUSINESSWEEK	85/836,302	1/30/2013	Pending
U.S.	Bloomberg Finance One L.P.	BLOOMBERG LOCAL VAULT	85/762,664	10/24/2012	Pending
U.S.	Bloomberg Finance One L.P.	BLOOMBERG VAULT	85/762,647	10/24/2012	Pending
U.S.	Bloomberg Finance One L.P.	EMSX	85/660,856	6/25/2012	Pending
U.S.	Bloomberg Finance One L.P.	EMSXNET	85/660,828	6/25/2012	Pending