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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Wicks Business Information, LLC 363 Reef Road Fairfield, CT 06430

2. Name and address of receiving party(ies) Name: Bank of Montreal, Chicago Branch, Internal as Administrative Agent

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Security Agreement

Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

Execution Date: October 12, 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE A

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and registrations involved: 30

Name: Richard Roel Internal Address: c/o O'Melveny & Myers LLP

7. Total fee (37 CFR 3.41) \$ 765.00 Enclosed Authorized to be charged to deposit account

Street Address: 153 East 53rd Street

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

City: New York State: NY Zip: 10036

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard Roel Name of Person Signing

Richard Roel Signature

10/12/01 Date

Total number of pages including cover sheet, attachments, and document: 6

10/23/2001 6TON11 00000180 1822422

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002387 FRAME: 0829

Schedule A

Wicks Business Information, LLC

Communication Briefings

reg. no. 1,822,422

Managers Edge

reg. no. 2,231,138

Team Management Briefings

reg. no. 1,832,536

The Competitive Advantage

reg. no. 1,400,147

Changing Workplace Alert

reg. no. 2,064,147

Treasury and Risk Management

reg. no. 1,770,014

Treasury

reg. no. 1,778,351

Treasury (stylized)

reg. no. 1,751,260

Corporate Cashflow

reg. no. 1,528,225

Corporate Cashflow (stylized)

reg. no. 1,605,485

Leaders in Finance

Serial no. 75-638,534

Portfolio Insights

Serial no. 75-638,532

American Speaker

reg. no. 1993099

Leadership Strategies

reg. no. 2202399

The Organized Executive

reg. no. 2190962

Trend Letter

reg. no. 2045442

Office Hours

reg. no. 23852917

Office Hours

reg. no. 1727532

Better Supervision

reg. no. 1774199

Asset Alternatives

Serial no. 76207540

Asset Alternatives Advisor

Serial no. 76207541

Defining the Future of Finance

Reg no. 2494352

Galante's Venture Capital &

Private Equity Directory

Serial no. 76207543

The Advisor to the Advisors

Serial no. 76045043

The Corporate Venturing Directory & Yearbook

Seial no. 76208253

Technology Advisor

Serial no. 76207545

Investment Advisor

Serial no. 76207544

Women's Advisor

Serial no. 76207539

The Private Equity Analyst

Serial no. 76207538

The Directory of Alternative investment Programs

Serial no. 76207537

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TRADEMARK

REEL: 002387 FRAME: 0831

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, WICKS BUSINESS INFORMATION, LLC, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor and VOC Acquisition Corp., a Delaware corporation ("**Borrowing Subsidiary**"; Grantor and Borrowing Subsidiary are each individually referred to herein as a "**Borrower**" and collectively as "**Borrowers**"), have entered into that certain Third Amended and Restated Credit Agreement dated as of October 12, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and Bank of Montreal, Chicago Branch, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, any Borrower may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of October 12, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) of Grantor in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in

Schedule A, as the same may be amended pursuant hereto from time to time) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A, as the same may be amended pursuant hereto from time to time) (the “**Trademark Registrations**”), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); it being understood that the rights and interests included in the Trademark Collateral hereby shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of Grantor pertaining to Trademark Registrations and Trademarks presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes: (i) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Trademark Collateral; (ii) whatever is collected on, or distributed on account of, the Trademark Collateral; (iii) rights arising out of Trademark Collateral; (iv) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (v) to the extent of the value of Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Secured Party is the loss payee thereof); and whatever is receivable or received when the Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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 WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 12th day of ~~October~~, 2001.

WICKS BUSINESS INFORMATION, LLC

By: _____

Name: Jamie Weston

Title: Vice President