

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
DTN Market Access, LLC		03/10/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P., as Second Lien Collateral Agent
Street Address:	30 Hudson Street, 17th Floor
Internal Address:	Attention: SBD Operations/ Pedro Ramirez
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	LIMITED PARTNERSHIP: BERMUDA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2624416	BULLSEYE
Registration Number:	2134405	DTN CHAMELEON
Registration Number:	2125733	DTN REAL TIME
Registration Number:	1625236	DTN WALL STREET
Registration Number:	1976959	DTN WEATHER CENTER
Registration Number:	2331920	DTNIQ
Registration Number:	2381156	EXPERTFOLIO

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins LLP
 Address Line 1: 650 Town Center Drive

OP \$190.00 2624416

Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0407
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	04/18/2006

Total Attachments: 12

source=DTNSecondLien#page1.tif
source=DTNSecondLien#page2.tif
source=DTNSecondLien#page3.tif
source=DTNSecondLien#page4.tif
source=DTNSecondLien#page5.tif
source=DTNSecondLien#page6.tif
source=DTNSecondLien#page7.tif
source=DTNSecondLien#page8.tif
source=DTNSecondLien#page9.tif
source=DTNSecondLien#page10.tif
source=DTNSecondLien#page11.tif
source=DTNSecondLien#page12.tif

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 10, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP"), as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, DATA TRANSMISSION NETWORK CORPORATION, a Delaware corporation ("Company"), DTN HOLDING COMPANY, LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings, the banks and other financial institutions and entities from time to time party thereto, GSCP, as Lead Arranger, Sole Bookrunner, Syndication Agent, Administrative Agent and Collateral Agent have entered into that certain Second Lien Credit and Guaranty Agreement, dated as of March 10, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Company under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of March 10, 2006, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Intellectual Property Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of March 10, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Company, General Electric Capital Corporation, as First Lien Collateral Agent (as defined in the Intercreditor Agreement), and the Collateral Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Intellectual Property Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


DATA TRANSMISSION NETWORK CORPORATION

By: 
Name: Richard G. Hallé
Title: Chief Financial Officer

DTN HOLDING COMPANY, LLC

By: 
Name: Richard G. Hallé
Title: Chief Financial Officer

DTN CORPORATION

By: 
Name: Richard G. Hallé
Title: Chief Financial Officer

DTN, LLC

By: 
Name: Richard G. Hallé
Title: Chief Financial Officer

DTN INFORMATION SERVICES LLC

By: 
Name: Richard G. Hallé
Title: Chief Financial Officer

KAVOURAS, INC.

By: 
Name: Richard G. Hallé
Title: Chief Financial Officer

DTN MARKET ACCESS, LLC

By: 
Name: Richard G. Hallé
Title: Chief Financial Officer

METEORLOGIX, LLC

By: 
Name: Richard G. Hallé
Title: Chief Financial Officer

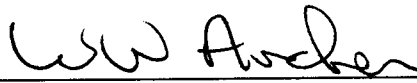
DTN ENERGY SERVICES, LLC

By: 
Name: Richard G. Hallé
Title: Chief Financial Officer

**FINANCIAL INFORMATION MANAGEMENT,
INC.**

By: 
Name: Richard G. Hallé
Title: Chief Financial Officer

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: 
Authorized Signatory

COPYRIGHTS

<u>Grantor</u>	<u>Copyright</u>	<u>Filing Date</u>	<u>Status/ Registration No.</u>
Data Transmission Network Corporation	Profit Friendly Fred	02/26/01	VA-1-057-131

PATENTS

<u>Grantor</u>	<u>Patent</u>	<u>Application No. Filing Date</u>	<u>Status/ Patent No. Issue Date</u>
Meteorlogix, LLC	GIS-based automated weather alert notification system	819349 03/28/01	6,753,784 06/22/04
Kavouras, Inc.	System for preparing aircraft driftdown plans	474149 03/10/83	4,538,229 08/27/85
Meteorlogix, LLC	Method of forecasting precipitation for specific geographic locations	814937 03/31/04	6,980,908 12/27/05

TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Application No. Filing Date</u>	<u>Status/ Registration No. Registration Date</u>
Data Transmission Network Corporation	DTN	74/073,057 06/27/90	1,659,521 10/08/91
Data Transmission Network Corporation	DTN AGDAILY	78/175,057 06/11/91	1,724,276 10/13/92
Data Transmission Network Corporation	DTN AGDAYTA	75/400,796 12/05/97	2,346,375 05/02/00
Data Transmission Network Corporation	DTN AGHOST	76/611,015 09/07/04	Notice of Allowance Issued
Data Transmission Network Corporation	DTN ADVISOR	78/678,888 07/26/05	3,063,779 02/28/06
Data Transmission Network Corporation	DTN DAIRY	76/608,075 08/20/04	Notice of Allowance Issued
Data Transmission Network Corporation	DTN DATA TRANSMISSION NETWORK CORPORATION	73/668,196 06/23/87	1,515,187 12/06/88

<u>Grantor</u>	<u>Trademark</u>	<u>Application No. Filing Date</u>	<u>Status/ Registration No. Registration Date</u>
Data Transmission Network Corporation	DTN DATACONNECT	78/574,633 02/24/05	3,063,197 02/28/06
Data Transmission Network Corporation	DTN DATAPLUS	78/574,626 02/24/05	3,063,196 02/28/06
Data Transmission Network Corporation	DTN DIAMONDCONTROL	78/793/243 01/17/06	Pending
Data Transmission Network Corporation	DTN EXCHANGE	78/574,622 02/24/05	3,063,195 02/28/06
Data Transmission Network Corporation	DTN FASTRACKS	78/574,619 02/24/05	Pending
Data Transmission Network Corporation	DTN FINWIN	78/795,784 01/20/06	Pending
Data Transmission Network Corporation	DTN FUELBUYER	78/795,794 01/20/06	Pending
Data Transmission Network Corporation	DTN GEM	78/624,985 05/06/05	Notice of Publication Received
Data Transmission Network Corporation	DTN GRAINS	76/608,275 08/20/04	Notice of Allowance Issued
Data Transmission Network Corporation	DTN INFOMAIL	75/400,795 12/05/97	2,225,611 02/23/99
Data Transmission Network Corporation	DTN INSTANT	76/608,077 08/20/04	Notice of Allowance Issued
Data Transmission Network Corporation	DTN LIVESTOCK	76/608,076 08/20/04	Notice of Allowance Issued
Data Transmission Network Corporation	DTN MARKETWIRE	78/574,631 02/24/05	Notice of Allowance Issued
Data Transmission Network Corporation	DTN MOBILE	78/793,250 01/17/06	Pending
Data Transmission Network Corporation	DTN NORTHERN GRAINS	78/797,387 01/23/06	Pending
Data Transmission Network Corporation	DTN NxCORE	78/797,411 01/23/06	Pending
Data Transmission Network Corporation	DTN PROPHETX	76/619,605 11/08/04	Notice of Allowance Issued
Data Transmission Network Corporation	DTN QUOTES ONLINE	78/795,946 01/20/06	Pending

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u> <u>Filing Date</u>	<u>Status/</u> <u>Registration No.</u> <u>Registration</u> <u>Date</u>
Data Transmission Network Corporation	FARMDAYTA	73/767,122 12/05/88	1,562,862 10/24/89
Data Transmission Network Corporation	DTN'S SIX FACTORS	78/654,602 06/20/05	Pending
Data Transmission Network Corporation	FARMDAYTA	74/367,727 03/15/93	1,793,302 09/14/93
Data Transmission Network Corporation	FARMDAYTA - Cancelled	74/478,246 01/10/94	1,934,689 11/14/95
Data Transmission Network Corporation	FARMDAYTA ELITE - Cancelled	74/405,899 06/21/93	1,934,582 11/14/95
Data Transmission Network Corporation	FARMDAYTA ELITE PLUS - Cancelled	74/482,120 01/24/94	1,936,413 11/21/95
Data Transmission Network Corporation	ICEPATH	78/796,120 01/20/06	Pending
Data Transmission Network Corporation	METVISION	76/261,326 05/22/01	2,547,209 03/12/02
Data Transmission Network Corporation	MxVISION WEATHERSENTRY MOBILE	78/797,380 01/23/06	Pending
Data Transmission Network Corporation	MxWEATHERSPAN X	76/492,418 01/03/04	2,870,306 08/03/04
Data Transmission Network Corporation	NEWS ... NOT HISTORY	74/123,129 12/13/90	1,781,720 07/13/93
Data Transmission Network Corporation	PRECIPATH	78/796,247 01/20/06	Pending
Data Transmission Network Corporation	PROFIT FRIENDLY	74/513,651 04/18/94	1,907,729 07/25/95
Data Transmission Network Corporation	ROADCAST	78/796,191 01/20/06	Pending
Data Transmission Network Corporation	ROVER	78/032,175 10/24/00	2,765,556 09/16/03
Data Transmission Network Corporation	WINDPATH	78/796,189 01/20/06	Pending
Data Transmission Network Corporation	STORM SENTRY	75/528,278 07/30/98	2,466,082 07/03/01
Data Transmission Network Corporation	DTN (Canadian)		TMA 436,955 12/09/94

<u>Grantor</u>	<u>Trademark</u>	<u>Application No. Filing Date</u>	<u>Status/ Registration No. Registration Date</u>
Data Transmission Network Corporation	DTN DATA TRANSMISSION NETWORK CORPORATION (Canadian)		TMA 439,215 02/10/95
Data Transmission Network Corporation	FARMDAYTA ELITE (Canadian)		TMA 455,395 03/15/96
Data Transmission Network Corporation	FARMDAYTA ELISTE PLUS (Canadian)		TMA 455,396 03/15/96
Data Transmission Network Corporation	FARMDAYTA (Canadian)		TMA 455,941 03/22/96
Data Transmission Network Corporation	INFOBEAM (Canadian)		TMA 456,890 04/26/96
Data Transmission Network Corporation	SWIRL LOGO (Canadian)		TMA 468,456 01/09/97
DTN Energy Services, LLC	DTN ENERGY	76/467,702 11/15/02	2,788,498 12/02/03
DTN Energy Services, LLC	DTNERGY	74/101,495 09/28/90	1,705,952 08/04/92
DTN Market Access, LLC	BULLSEYE	76/288,872 07/24/01	2,624,416 09/24/02
DTN Market Access, LLC	DTN CHAMELEON	75/243,854 02/19/97	2,134,405 02/03/98
DTN Market Access, LLC	DTN REAL TIME	75/242,035 2/14/97	2,125,733 12/30/97
DTN Market Access, LLC	DTN WALL STREET	73/816,145 07/31/89	1,625,236 11/27/90
DTN Market Access, LLC	DTN WEATHER CENTER	74/719,864 08/24/95	1,976,959 05/28/96
DTN Market Access, LLC	DTNIQ	75/632,096 02/03/99	2,331,920 03/21/00
DTN Market Access, LLC	EXPERTFOLIO	75/753,641 07/19/99	2,381,156 08/29/00
Meteorlogix, LLC	CLIMATE TRENDS	76/245,295 04/23/01	2,584,089 06/18/02

<u>Grantor</u>	<u>Trademark</u>	<u>Application No. Filing Date</u>	<u>Status/ Registration No. Registration Date</u>
Meteorlogix, LLC	LIGHTNING MANAGER	76/401,855 04/30/02	2,815,879 02/17/04
Meteorlogix, LLC	METEORLOGIX	76/228,779 03/22/01	2,660,544 12/10/02
Meteorlogix, LLC	METWORK	75/575,535 10/20/98	2,432,104 02/27/01
Meteorlogix, LLC	MXANALYST	76/401,857 04/30/02	2,795,765 12/16/03
Meteorlogix, LLC	MXINSIGHT	76/348,541 12/12/01	2,748,388 08/05/03
Meteorlogix, LLC	MXINSIGHT FAST START	76/364,291 01/29/02	2,867,281 07/27/04
Meteorlogix, LLC	MXINSIGHT METROWATCH	76/355,339 01/04/02	2,778,416 10/28/03
Meteorlogix, LLC	MXINSIGHT METROWATCH	76/527,976 07/08/03	2,834,197 04/20/04
Meteorlogix, LLC	MXINSIGHT ROUTEWATCH	76/355,342 01/04/02	2,778,417 10/28/03
Meteorlogix, LLC	MXINSIGHT ROUTEWATCH	76/527,977 07/08/03	2,834,198 04/20/04
Meteorlogix, LLC	MXVISION	76/349,005 12/12/01	2,748,389 08/05/03
Meteorlogix, LLC	MXVISION AVIATIONSENTRY	76/364,096 01/29/02	2,813,703 02/10/04
Meteorlogix, LLC	MXVISION CLASSICSENTRY	76/364,099 01/29/02	2,780,348 11/04/03
Meteorlogix, LLC	MXVISION STORMGUARD	76/355,646 01/04/02	2,744,331 07/29/03
Meteorlogix, LLC	MXVISION STORMSENTRY	76/355,746 01/04/02	2,757,190 08/26/03
Meteorlogix, LLC	MXVISION WEATHER INFORMATIO NOTIFICATION SYSTEM	76/355,726 01/04/02	2,744,336 07/29/03
Meteorlogix, LLC	MXVISION WEATHERSENTRY	76/364,095 01/29/02	2,772,386 10/07/03
Meteorlogix, LLC	MXVISION WEATHERWEB	76/355,337 01/04/02	2,728,036 06/17/03

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u> <u>Filing Date</u>	<u>Status/</u> <u>Registration No.</u> <u>Registration</u> <u>Date</u>
Meteorlogix, LLC	MXVISION WEATHERWIRE	76/355,335 01/04/02	2,725,699 06/10/03
Meteorlogix, LLC	PRECIP TIMER	76/539,589 08/11/03	2,940,969 04/12/05
Meteorlogix, LLC	WHEN WEATHER MEANS BUSINESS	76/348,601 12/12/01	2,803,105 01/06/04
Data Transmission Network Corporation	DTN CANADA	78/797,384 01/23/06	Pending
Data Transmission Network Corporation	DTN INTEGRATED SERVICES	78/795,952 01/20/06	Pending
Data Transmission Network Corporation	DTN MARKETER	78/678,878 07/26/05	3,063,778 02/28/06
Data Transmission Network Corporation	DTN TABS	78/793,238 01/17/06	Pending

INTELLECTUAL PROPERTY LICENSES

None