1FORM PTQ-1594	03-05-2	THEET U.S. Department of Commerc Patent and Trademark Office Patent Pat
311107		1. 3.6
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
To the Honorable Commissio	ner of Patents and Trademarks:	040 Please record the attached original documents or copy thereof.
Name of conveying Party(ies):		Name and address of receiving Party(ies)
R.R. Bowker LLC		Name: MCG Capital Corporation
		Internal Address: Suite 3000
		Street Address: _1100 Wilson Boulevard
<ul><li>☐ Individual(s)</li><li>☐ General partnership</li></ul>	<ul><li>☐ Association</li><li>☑ Limited Partnership</li></ul>	City: Arlington State: VA ZIP: 22209
Corporation-State	_	☐ Individual(s) Citizenship
Other  Additional Name(s) of conveying party(ies) a	attached?  Yes No	☐ Association
3. Nature of conveyance:		- ☐ General Partnership ☐ Limited Partnership
		☑ Corporation-State DE
<ul><li>☐ Assignment</li><li>☒ Security Agreement</li></ul>	<ul><li>☐ Merger</li><li>☐ Change of Name</li></ul>	Other
Other		If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
Evenution Date: Assert 24, 000	1	(Designations must be a separate document from Assignment)
Execution Date: August 31, 200	<u> </u>	Additional name(s) & address(es) attached? Yes No
4. Application number(s) or regis	• •	
A. Trademark Application No.	(s)	B. Trademark Registration No's  910505 (AMERICAN BOOK PUBLISHING COMPANY)
		2608085 (BOOKS IN PRINT)
		1510084 (BOOKS IN PRINT) 2370830 (BOOKS IN PRINT)
		SEE ATTACHED SCHEDULE C(a) FOR COMPLETE LIST
Name and address of parts	Additional numbers atta v to whom correspondence	ached?
concerning document shou	uld be mailed:	registrations involved:
Name: MCG Capital Corpora Internal Address: Suite 3000		7. Total fee (37 CFR 3.41):\$ 490.00
		☐ Enclosed
Street Address:		Authorized to be charged to deposit account  8. Deposit Account number:
1100 Wilson Boulevard		Deposit Account Humber.
City: Arlington Sta	te: VA ZIP: 22209	(Attach) duplicate copy of this page if paying by deposit account)
		E THIS SPACE
9. State and signature		mation is thue and correct and any attached copy is a true copy of
the original document.	ge and belief, the foregoing infol	
Kara A. Parmelee Name of Person Signing	Sig	March 1, 2004 pature Date
		79
	l otal numbe	er of pages including this cover sheet and any attachments:
OMB No. 0651-0011 (exp. 4/94)		
	Do not deta	ach this portion
Mail documents to be rec	corded with required cover sheet	information to:
	Commissioner of Patents ar Box Assignments	nd Trademarks
	Washington, D.C. 20231	
including time for reviewi sheet. Send comments in Systems, PK2-1000C, Washington	ng the document and gathering regarding this burden estimate to /ashington, D.C. 20231, and to th	timated to average about 30 minutes per document to be recorded, the data needed, and completing and reviewing the sample cover to the U.S. Patent and Trademark Office, Office of Information the Office of Management and Budget, Paperwork Reduction Projec
C:8524 4( C:8524 45(	0_00/0P 0_00/0P	



## SCHEDULE C(a) U.S. TRADEMARK COLLATERAL

## I. Registered Trademarks

Trademark Description	Country	Class	Registration Number	Registration Date	Notes
American Book	United States	16	910505	3/23/71	,
Publishing Recod					
Books In Print	United States	16	1510084	10/25/88	
Books In Print	United States	41	2351773	5/23/2000	
Books In Print	United States	9	2370830	7/25/2000	
Doord Hillim	Cinica States		2010000	7,120,2000	
Books In Print	United States	16	1577739	1/16/90	10 yr renewal
Supplement	Cintou States		1077709	1,10,30	2000-2010
Supplement					2000 2010
Books Out Of Print	United States	42	2557713	4/9/2002	
Dooks Out Of Fine	Cinted States	72	2337713	4/3/2002	
Bookwire	United States	42	2543869	3/5/2002	
Bookwite	Office States	42	2343609	3/3/2002	
Bowker	United States	35	1641492	4/16/91	
Bowker	United States  United States	16	1644374	5/14/91	
Bowker					
	United States	9 (fr 21)	1670995	1/7/92	
Bowker	United States	9 (fr 38)	1674018	2/4/92	
	77 1 1 0	1.6	1504155	6/1/00	
Children's Books In	United States	16	1594157	5/1/90	
Print					
			2=11=00	1/20/200	
Click Open The World	United States	35	2711700	4/29/2003	
El-Hi Textbooks and	United States	16	1560298	10/10/89	
Serials In Print					
Global Books In Print	United States	9	2755506	8/26/2003	2005 decl of use
					2013 renewal
Globalbooksinprint.com	United States	41	2726098	6/10/2003	2005 decl of use
					2013 renewal
Ulrich's International	United States	16	2415333	12/26/2000	
Periodicals Directory					
Simba Lion Design	United States	16, 35,	2209952	12/15/98	
a		41, 42			
Simba	United States	16, 35	2191721	9/29/98	
		41, 42			

### II. Pending Trademark Applictions

Trademark Description	Country	Class	Application/Serial Number	Filing Date	Status
			,		

## III. <u>Trademark Licenses</u> None

Schedules to IP Security Agreement

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY A GREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of September 1, 2003, by R.R. BOWKER LLC (including any successor or permitted assignee, "Grantor"; collectively "Grantors"), in favor of MCG CAPITAL CORPORATION (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders. Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Credit Agreement referred to below unless the context clearly requires otherwise.

#### RECITALS

WHEREAS, each Grantor and each direct and indirect Subsidiary of each Grantor (each, a "Borrower"; collectively, the "Borrowers") have obtained from Administrative Agent and the Lenders a single advance term loan pursuant to which \$15,000,000 has been borrowed on a senior secured basis; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of August 31, 2001 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of August 31, 2001 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

WHEREAS, each Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantors and Administrative Agent hereby agree as follows:

1. Grant. Each Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to such Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

- (a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and
- (b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and
- (c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and
- (d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and
- (e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and
- (f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and
  - (g) Any and all products and proceeds of any of the foregoing.
- Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.
- 3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), each Grantor shall execute and deliver to Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Administrative Agent.
- 4. <u>Power of Attorney</u>. Subject to the termination of this IP Security Agreement pursuant to Section 5, each Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

IP Security Agreement

- (a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining either Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by either Grantor after the execution hereof or to delete any reference to any Collateral in which such Grantor no longer has or claims any right, title or interest; and
- (b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining either Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or either Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and
- (c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of either Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable until the termination of this IP Security Agreement pursuant to Section 5 hereof.

- 5. Release. This IP Security Agreement and the security interest granted herein will terminate (and all rights to the Collateral will revert to Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Administrative Agent (at either Grantor's request and sole expense) will execute and deliver to such Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as such Grantor may reasonably request and provide to Administrative Agent to evidence such termination.
- 6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantors and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

IP Security Agreement

Agreement, as an instrument under seal (whereto), through their duly authorized office	nether or not any such seals are physically attached rs, as of the date first written above.
WITNESS:  By: Dem Lyuu	R.R. BOWKER LLC (as Grantor) By:
By: Off Flue  Name: Olga Lewnes	Name: Michael Cairns Title: President
	Address: 630 Central Avenue New Providence, NJ 07974
	Facsimile: (908) 219-0187
STATE OF <u>New Jersey</u> COUNTY OF <u>Unin</u>	: : SS :
duly sworn, did say that he/she is theand that said instrument (i.e., the Intellectual	a Notary Public, on this <u>lam</u> day of <u>February</u> for me known personally, who, being by me of <b>R.R. BOWKER LLC</b> ,  I Property Security Agreement) was signed on behalf of its board of directors, and the said <u>Michael Carrollege</u> free act and deed.
	Notary Public Ann Marie Rugeryt  Print Name: Ann Marie Rugeryt  My Commission Expires: 1/22/08

IN WITNESS WHEREOF, the parties hereto have executed this IP Security

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:	MCG CAPITAL CORPORATION (as Administrative Agent)
By: Shani B. Heartley	Name: Kara Parmelee Title: Assistant General Counsel and Vice President  Address: 1100 Wilson Boulevard Suite 3000 Arlington, VA 22209
	Facsimile: (703) 247-7545
COMMONWEALTH OF <u>VIRGINIA</u> COUNTY OF ARLWGTON	: : SS :

Before me, the undersigned, a Notary Public, on this day of MARCH, 2004, personally appeared Kara Parmelee, to me known personally, who, being by me duly sworn, did say that she is Assistant General Counsel and Vice President of MCG CAPITAL CORPORATION, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Capital Corporation by authority of its Board of Directors, and the said Kara Parmelee acknowledged said instrument to be his/her free act and deed.

Notary Public

Print Name PUTH A THOWAS

My Commission Expires: My Commission Expires January 31, 200

## SCHEDULE A COPYRIGHT COLLATERAL

## I. Registered Copyrights

See the schedules to the Credit Facility Agreement.

Add	Subseq	uent	editions	of the	follo	wing	titles:

Bowker Publications
American Book Publishing Record Cumulative
American Book Publishing Record Monthly
Books In Print
Books In Print Supplement
Books In Series 1985-1989
Bowker's Complete Video Directory
Children's Books in Print
Complete Directory of Large Print Books and Serials In Print
El-Hi Textbooks and Serials In Print
Forthcoming Books
Law Books and Serials In Print
Magazines for Libraries
Medical and Healthcare Books and Serials In Print
Publishers Distributors & Wholesalers of the United States
Publishers Trade List Annual
Software Encyclopedia
Subject Guide To Books In Print
Subject Guide To Children's Books in Print
Ulrich's Periodicals Directory
Books Out Loud (formerly Words on Cassette)
Bowker's News Media Directory (formerly Working Press of the Nation)
Thorpe-Bowker Publications
Australian Books in Print
Australian Bookseller & Publisher
Australian Literary Awards and Fellowships
Directory of Australian Booksellers
Guide to New Australian Books
New Zealand Books in Print
Subject Guide to Australian Children's Books In Print
The Whole Story
WBN Media Extra
Weekly Book Newsletter

Schedules to IP Security Agreement

I. Registered Copyrights (cont'd)
See the schedules to the Credit Facility Agreement.
Add Subsequent editions of the following titles:

Bowker CD-ROM Products
Books In Print on Disc
Books In Print on Disc - Canadian Edition
Books In Print with Reviews on Disc
Books In Print with Reviews on Disc - Canadian Edition
Bowker's Audio and Video Database
Ulrich's on Disc
Simba Databooks
Book Publishing White Paper
Business Information Markets
Business of Consumer Book Publishing
Corporate Training Market
Electronic Media for The School Market
Future of Technology Advertising & Marketing Report
Global STM Market Analysis & Forecast
Print Publishing for The School Market
Publishing for Professional Markets
Worldwide Yellow Pages Markets
Yellow Pages Market forecast
Simba Newsletters
Book Publishing Report
Educational Marketer
Electronic Education Report
Electronic Information Report
Interactive Advertising & Branding News
Lifelong Learning Market Report
Professional Publishing Report
Technology Advertising & Branding Report
Yellow Pages & Directory Report

## II. Pending Copyright Applictions

Bowker's Buyers Guide Bowker's Guide to Characters in Fiction

Schedules to IP Security Agreement

## III. Unregistered Copyrights

### **Bowker Online Products**

Booksinprint.com Bookwire.com Globalbooksinprint.com Ulrichsweb.com

## IV. Copyright Licenses

None

Schedules to IP Security Agreement

## **SCHEDULE B**

## PATENT COLLATERAL

None.

Schedules to IP Security Agreement

## SCHEDULE C TRADEMARK COLLATERAL

## I. Registered Trademarks

Trademark Description	Country	Class	Registration Number	Registration Date	Notes
American Book	United States	16	910505	3/23/71	
Publishing Recod	omica states		710202		
T dombining record					
Books In Print	Japan	11	2608085	12/24/93	renewed to 12/24/2003 10 yr renewal pending reclass pending
Books In Print	United States	16	1510084	10/25/88	
Books In Print	United States	41	2351773	5/23/2000	
Books In Print	United States	9	2370830	7/25/2000	
Books In Print Supplement	United States	16	1577739	1/16/90	10 yr renewal 2000-2010
Books Out Of Print	United States	42	2557713	4/9/2002	
Bookwire	United States	42	2543869	3/5/2002	
	_				1/0=/00
Bowker	Argentina	16	1575616	9/18/95	4/25/03 certificate Reed to Bowker
Bowker	Japan	26	2618401	1/31/94	renewed to 1/31/2004 10 year renewal pending
Bowker	United Kingdom	16	1170364	2/24/82	reclass pending 1/28/03 renewed to 2013
Bowker	United States	35	1641492	4/16/91	2013
Bowker	United States	16	1644374	5/14/91	
Bowker	United States	9 (fr 21)	1670995	1/7/92	
Bowker	United States	9 (fr 38)	1674018	2/4/92	
	0111100 010110				
Bowker Plus Series	Japan	11	2679093	6/29/94	renewed to 6/29/2004
Bowker Plus Series	Japan	26	2676924	6/29/94	will allow to lapse
Children's Books In Print	United States	16	1594157	5/1/90	
Click Open The World	United States	35	2711700	4/29/2003	
El-Hi Textbooks and Serials In Print	United States	16	1560298	10/10/89	
Bowker's Global Books In Print	United Kingdom	9, 41, 42	2311755	9/27/2002	renew 9/22/2012
Cl.11 D	A	0.42	022040	2/12/2022	
Global Books In Print	Australia	9, 42	922848	2/12/2003	renew 8/9/2012

Schedules to IP Security Agreement

Trademark Description	Country	Class	Registration Number	Registration Date	Notes
Global Books In Print	New Zealand	9	662226	5/12/2003 w/effect from 5/20/02	renew 2009
Global Books In Print	United States	9	2755506	8/26/2003	2005 decl of use 2013 renewal
Globalbooksinprint.com	Australia	9, 42	922849	2/12/2003	renew 8/9/2012
Globalbooksinprint.com	New Zealand	35	662225	5/12/2003 w/effect from 5/20/02	renew 2009
Globalbooksinprint.com	United States	41	2726098	6/10/2003	2005 decl of use 2013 renewal
Ulrich's	Japan	11	2608086	12/24/93	renewed to 12/24/2003 10 year renewal pending reclass pending
Ulrich's	Japan	26	2621521	2/28/94	renewed to 2/29/2004 10 year renewal pending reclass pending
Ulrich's International Periodicals Directory	United States	16	2415333	12/26/2000	
Simba Lion Design	United States	16, 35, 41, 42	2209952	12/15/98	
Simba	United States	16, 35 41, 42	2191721	9/29/98	

## II. Pending Trademark Applictions

Trademark Description	Country	Class	Application/Seria	Filing Date	Status
•			Number		
Books In Print	Brazil	9.40	822006260	9/13/99	Pending - rejected, appealed
Books In Print	Brazil	16.20	822006294	9/13/99	Pending - rejected, appealed
Books In Print	Brazil	38.10	822006286	9/13/99	Accepted - Certificate pending
Books In Print	Brazil	40.15	822006278	9/13/99	Accepted - Certificate pending
Global Books In Print	New Zealand	35	680953	6/13/2003	Pending
Global Books In Print	Canada		1148797	8/8/2002	Pending
Globalbooksinprint.com	Canada		1148798	8/8/2002	Pending

## III. Trademark Licenses

None

Schedules to IP Security Agreement

# SCHEDULE C(a) <u>U.S. TRADEMARK COLLATERAL</u>

## I. Registered Trademarks

Trademark Description	Country	Class	Registration Number	Registration Date	Notes
American Book Publishing Recod	United States	16	910505	3/23/71	
Books In Print	United States	16	1510084	10/25/88	
Books In Print	United States	41	2351773	5/23/2000	
Books In Print	United States	9	2370830	7/25/2000	
Books In Print Supplement	United States	16	1577739	1/16/90	10 yr renewal 2000-2010
Books Out Of Print	United States	42	2557713	4/9/2002	44-
Bookwire	United States	42	2543869	3/5/2002	
Bowker	United States	35	1641492	4/16/91	
Bowker	United States	16	1644374	5/14/91	
Bowker	United States	9 (fr 21)	1670995	1/7/92	
Bowker	United States	9 (fr 38)	1674018	2/4/92	
Children's Books In Print	United States	16	1594157	5/1/90	
Click Open The World	United States	35	2711700	4/29/2003	
El-Hi Textbooks and Serials In Print	United States	16	1560298	10/10/89	
Global Books In Print	United States	9	2755506	8/26/2003	2005 decl of use 2013 renewal
Globalbooksinprint.com	United States	41	2726098	6/10/2003	2005 decl of use 2013 renewal
Ulrich's International Periodicals Directory	United States	16	2415333	12/26/2000	
Simba Lion Design	United States	16, 35, 41, 42	2209952	12/15/98	
Simba	United States	16, 35 41, 42	2191721	9/29/98	

## II. Pending Trademark Applictions

Trademark Description	Country	Class	Application/Serial Number	Filing Date	Status

## III. <u>Trademark Licenses</u> None

Schedules to IP Security Agreement



#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY A GREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of September 1, 2003, by R.R. BOWKER LLC (including any successor or permitted assignee, "Grantor"; collectively "Grantors"), in favor of MCG CAPITAL CORPORATION (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders. Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Credit Agreement referred to below unless the context clearly requires otherwise.

#### RECITALS

WHEREAS, each Grantor and each direct and indirect Subsidiary of each Grantor (each, a "Borrower"; collectively, the "Borrowers") have obtained from Administrative Agent and the Lenders a single advance term loan pursuant to which \$15,000,000 has been borrowed on a senior secured basis; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of August 31, 2001 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of the Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of August 31, 2001 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to assign certain intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

WHEREAS, each Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantors and Administrative Agent hereby agree as follows:

1. Grant. Each Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to such Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

- (a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and
- (b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and
- (c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and
- (d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and
- (e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and
- (f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and
  - (g) Any and all products and proceeds of any of the foregoing.
- 2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.
- 3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), each Grantor shall execute and deliver to Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Administrative Agent.
- 4. <u>Power of Attorney</u>. Subject to the termination of this IP Security Agreement pursuant to Section 5, each Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

IP Security Agreement

- (a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining either Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by either Grantor after the execution hereof or to delete any reference to any Collateral in which such Grantor no longer has or claims any right, title or interest; and
- (b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining either Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or either Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and
- (c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of either Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable until the termination of this IP Security Agreement pursuant to Section 5 hereof.

- 5. Release. This IP Security Agreement and the security interest granted herein will terminate (and all rights to the Collateral will revert to Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Administrative Agent (at either Grantor's request and sole expense) will execute and deliver to such Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as such Grantor may reasonably request and provide to Administrative Agent to evidence such termination.
- 6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantors and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

IP Security Agreement

Agreement, as an instrument under seal (whereto), through their duly authorized office	nether or not any such seals are physically attached rs, as of the date first written above.
WITNESS:  By Olyn Lewnes  Name: Olga Lewnes	R.R. BOWKER LLC (as Grantor)  By: When Curry  Name: Michael Cairns Title: President
	Address: 630 Central Avenue New Providence, NJ 07974
	Facsimile: (908) 219-0187
STATE OF <u>New Tersey</u> COUNTY OF <u>Unin</u>	: : SS :
and that said instrument (i.e., the Intellectual	a Notary Public, on this day of Fbrung day of Fbrung to me known personally, who, being by me of R.R. BOWKER LLC,  Property Security Agreement) was signed on behalf of its board of directors, and the said Michael Carrofree act and deed.
_	Notary Public Ann Mane Rugery F  My Commission Expires: 1/20/08

IN WITNESS WHEREOF, the parties hereto have executed this IP Security

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:	MCG CAPITAL CORPORATION (as Administrative Agent)
By: Shani B. Heartley  Name: Shani B. Heartley	Name: Kara Parmelee Title: Assistant General Counsel and Vice President
	Address: 1100 Wilson Boulevard Suite 3000 Arlington, VA 22209
	Facsimile: (703) 247-7545
COMMONWEALTH OF <u>VIRGINIA</u> COUNTY OF <u>ARLWG TON</u>	: : :
Before me, the undersigned, a N 2003, personally appeared Kara Parmelee, to m sworn, did say that she is Assistant General Cou	

**CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Capital Corporation by authority of its Board of Directors, and the said Kara Parmelee acknowledged said instrument to be his/her free act and deed.

Notary Public
Print Name: Durt A Thomas

Print Name: A. THOWAS

My Commission Expires: My Commission Expires January 31, 2008

Signature Page to IP Security Agreement

## SCHEDULE A COPYRIGHT COLLATERAL

## I. Registered Copyrights

See the schedules to the Credit Facility Agreement.

Add Subsequent editions of the following titles:
Bowker Publications
American Book Publishing Record Cumulative
American Book Publishing Record Monthly
Books In Print
Books In Print Supplement
Books In Series 1985-1989
Bowker's Complete Video Directory
Children's Books in Print
Complete Directory of Large Print Books and Serials In Print
El-Hi Textbooks and Serials In Print
Forthcoming Books
Law Books and Serials In Print
Magazines for Libraries
Medical and Healthcare Books and Serials In Print
Publishers Distributors & Wholesalers of the United States
Publishers Trade List Annual
Software Encyclopedia
Subject Guide To Books In Print
Subject Guide To Children's Books in Print
Ulrich's Periodicals Directory
Books Out Loud (formerly Words on Cassette)
Bowker's News Media Directory (formerly Working Press of the Nation)
Γhorpe-Bowker Publications
Australian Books in Print
Australian Bookseller & Publisher
Australian Literary Awards and Fellowships
Directory of Australian Booksellers
Guide to New Australian Books
New Zealand Books in Print
Subject Guide to Australian Children's Books In Print
The Whole Story
WBN Media Extra
Weekly Book Newsletter

Schedules to IP Security Agreement

I. Registered Copyrights (cont'd)
See the schedules to the Credit Facility Agreement.
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Books In Print with Reviews on Disc
Books In Print with Reviews on Disc - Canadian Edition
Bowker's Audio and Video Database
Ulrich's on Disc
Simba Databooks
Book Publishing White Paper
Business Information Markets
Business of Consumer Book Publishing
Corporate Training Market
Electronic Media for The School Market
Future of Technology Advertising & Marketing Report
Global STM Market Analysis & Forecast
Print Publishing for The School Market
Publishing for Professional Markets
Worldwide Yellow Pages Markets
Yellow Pages Market forecast
Simba Newsletters
Book Publishing Report
Educational Marketer
Electronic Education Report
Electronic Information Report
Interactive Advertising & Branding News
Lifelong Learning Market Report
Professional Publishing Report
Technology Advertising & Branding Report
Yellow Pages & Directory Report

## II. Pending Copyright Applictions

Bowker's Buyers Guide Bowker's Guide to Characters in Fiction

Schedules to IP Security Agreement

## III. Unregistered Copyrights

### **Bowker Online Products**

Booksinprint.com Bookwire.com Globalbooksinprint.com Ulrichsweb.com

## IV. Copyright Licenses

None

Schedules to IP Security Agreement

## **SCHEDULE B**

## PATENT COLLATERAL

None.

Schedules to IP Security Agreement

### SCHEDULE C TRADEMARK COLLATERAL

## I. Registered Trademarks

Trademark Description	Country	Class	Registration Number	Registration Date	Notes
American Book	United States	16	910505	3/23/71	
Publishing Recod					
Books In Print	Japan	11	2608085	12/24/93	renewed to 12/24/2003 10 yr renewal pending reclass pending
Books In Print	United States	16	1510084	10/25/88	
Books In Print	United States	41	2351773	5/23/2000	
Books In Print	United States	9	2370830	7/25/2000	
Books In Print Supplement	United States	16	1577739	1/16/90	10 yr renewal 2000-2010
Books Out Of Print	United States	42	2557713	4/9/2002	
Bookwire	United States	42	2543869	3/5/2002	
Bowker	Argentina	16	1575616	9/18/95	4/25/03 certificate Reed to Bowker
Bowker	Japan	26	2618401	1/31/94	renewed to 1/31/2004 10 year renewal pending reclass pending
Bowker	United Kingdom	16	1170364	2/24/82	1/28/03 renewed to 2013
Bowker	United States	35	1641492	4/16/91	
Bowker	United States	16	1644374	5/14/91	
Bowker	United States	9 (fr 21)	1670995	1/7/92	
Bowker	United States	9 (fr 38)	1674018	2/4/92	
Bowker Plus Series	Japan	11	2679093	6/29/94	renewed to 6/29/2004
Bowker Plus Series	Japan	26	2676924	6/29/94	will allow to lapse
Children's Books In Print	United States	16	1594157	5/1/90	
Click Open The World	United States	35	2711700	4/29/2003	
El-Hi Textbooks and Serials In Print	United States	16	1560298	10/10/89	
Bowker's Global Books In Print	United Kingdom	9, 41, 42	2311755	9/27/2002	renew 9/22/2012
Global Books In Print	Australia	9, 42	922848	2/12/2003	renew 8/9/2012

Schedules to IP Security Agreement

Trademark Description	Country	Class	Registration Number	Registration Date	Notes
Global Books In Print	New Zealand	9	662226	5/12/2003 w/effect from 5/20/02	renew 2009
Global Books In Print	United States	9	2755506	8/26/2003	2005 decl of use 2013 renewal
Globalbooksinprint.com	Australia	9, 42	922849	2/12/2003	renew 8/9/2012
Globalbooksinprint.com	New Zealand	35	662225	5/12/2003 w/effect from 5/20/02	renew 2009
Globalbooksinprint.com	United States	41	2726098	6/10/2003	2005 decl of use 2013 renewal
Ulrich's	Japan	11	2608086	12/24/93	renewed to 12/24/2003 10 year renewal pending reclass pending
Ulrich's	Japan	26	2621521	2/28/94	renewed to 2/29/2004 10 year renewal pending reclass pending
Ulrich's International Periodicals Directory	United States	16	2415333	12/26/2000	
Simba Lion Design	United States	16, 35, 41, 42	2209952	12/15/98	
Simba	United States	16, 35 41, 42	2191721	9/29/98	

## II. Pending Trademark Applictions

Trademark Description	Country	Class	Application/Seria l Number	Filing Date	Status
Books In Print	Brazil	9.40	822006260	9/13/99	Pending - rejected, appealed
Books In Print	Brazil	16.20	822006294	9/13/99	Pending - rejected, appealed
Books In Print	Brazil	38.10	822006286	9/13/99	Accepted - Certificate pending
Books In Print	Brazil	40.15	822006278	9/13/99	Accepted - Certificate pending
Global Books In Print	New Zealand	35	680953	6/13/2003	Pending
Global Books In Print	Canada		1148797	8/8/2002	Pending
Globalbooksinprint.com	Canada		1148798	8/8/2002	Pending

## III. Trademark Licenses

None

Schedules to IP Security Agreement

# SCHEDULE C(a) <u>U.S. TRADEMARK COLLATERAL</u>

## I. Registered Trademarks

Trademark Description	Country	Class	Registration Number	Registration Date	Notes
American Book Publishing Recod	United States	16	910505	3/23/71	
Books In Print	United States	16	1510084	10/25/88	
Books In Print	United States	41	2351773	5/23/2000	
Books In Print	United States	9	2370830	7/25/2000	
Books In Print Supplement	United States	16	1577739	1/16/90	10 yr renewal 2000-2010
Books Out Of Print	United States	42	2557713	4/9/2002	
Bookwire	United States	42	2543869	3/5/2002	
Bowker	United States	35	1641492	4/16/91	
Bowker	United States	16	1644374	5/14/91	
Bowker	United States	9 (fr 21)	1670995	1/7/92	
Bowker	United States	9 (fr 38)	1674018	2/4/92	
Children's Books In Print	United States	16	1594157	5/1/90	
Click Open The World	United States	35	2711700	4/29/2003	
El-Hi Textbooks and Serials In Print	United States	16	1560298	10/10/89	
Global Books In Print	United States	9	2755506	8/26/2003	2005 decl of use 2013 renewal
Globalbooksinprint.com	United States	41	2726098	6/10/2003	2005 decl of use 2013 renewal
Ulrich's International Periodicals Directory	United States	16	2415333	12/26/2000	
Simba Lion Design	United States	16, 35, 41, 42	2209952	12/15/98	
Simba	United States	16, 35 41, 42	2191721	9/29/98	

## II. Pending Trademark Applictions

Trademark Description	Country	Class	Application/Serial Number	Filing Date	Status

## III. Trademark Licenses

**RECORDED: 03/01/2004** 

None

Schedules to IP Security Agreement