

03-21-2005



RECC

TRAVEL 102962770

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Alliant Cooperative Data Solutions, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Landmark Communications, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 150 W. Brambleton Ave.

City: Norfolk

State: VA

Country: USA Zip: 23510

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Virginia
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 14, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/580751

76/580735

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ALLIANT (Ser. No. 76/580751)  
TRANSACTIONBASE (Ser. No. 76/580735)

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

Name: Kevin W. Grierson

Internal Address: Willcox & Savage, PC

Street Address: One Commercial Place, Suite 1800

City: Norfolk

State: VA Zip: 23510

Phone Number: 757-628-5603

Fax Number: 757-628-5566

Email Address: IP@wilsav.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Signature  
Kevin W. Grierson  
Name of Person Signing

3/15/05

Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment/Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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01 FC:8521

02 FC: 8522

40.00 OP

25.00 CP

OPR/FINANCE  
MAR 17 PM 2:55

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN TRADEMARKS**

By Alliant Cooperative Data Solutions, LLC, a Delaware limited liability company ("Borrower"), successor in interest to Alliant, LLC, a New York limited liability company, with its principal place of business at 180 South Quaker Hill Road, Patterson, NY 12563, in favor of Landmark Communications, Inc., a Virginia corporation ("Lender"), with its principal place of business located at 150 W. Brambleton Ave., Norfolk, VA 23510, this 14<sup>th</sup> day of March, 2005.

WHEREAS, Lender has loaned certain funds to Borrower pursuant to a certain Loan and Security Agreement dated as of December 24, 2002 (the "Grant Date"), between Borrower and Lender, together with any and all amendments thereto, hereinafter referred to as the "Loan Agreement";

WHEREAS, as a condition to advancing funds under the Loan Agreement, Lender required that Borrower grant Lender a continuing security interest in all of the assets of the Borrower, including, inter alia, the general intangibles of the Borrower, as security for such loaned funds, and Borrower has granted Lender, and Lender has acquired from Borrower, a security interest in all such assets of Borrower pursuant to the terms of the Loan Agreement; and

WHEREAS, the general intangibles in which Lender acquired a security interest pursuant to the Loan Agreement include, inter alia, the certain trademarks and/or service marks which are registered in or the applications for which are pending with the United States Patent and Trademark Office, described in Exhibit A attached hereto and incorporated herein by reference, hereinafter referred to as the "Marks," all right, title, and interest in and to which is held by Borrower;

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

1. Borrower hereby confirms that it has granted to Lender, its successors and assigns, from and after the Grant Date a continuing security interest in and to the Marks and their accompanying goodwill, including, without limitation:
  - a. all renewals thereof;
  - b. all proceeds therefrom, including, without limitation, all income, royalties, damages, and payments now and hereafter due and/or payable under and with respect thereto, including (without limitation) damages and payments for past or future infringements thereof;
  - c. the right to sue and recover for past, present, and future infringements thereof; and
  - d. all rights corresponding thereto and throughout the world.

The Marks and accompanying goodwill serve as collateral to secure the complete and timely satisfaction of all obligations of Borrower to Lender under the Loan Agreement, hereinafter referred to as the "Obligations," and are subject to all of the terms and conditions thereof.

2. Such security interest is accompanied by a power of sale, to the extent permitted by law, upon the occurrence and during the continuation of any event of default as defined in the Loan Agreement.
3. Notwithstanding the foregoing, unless and until Lender exercises the rights and remedies accorded to it under the Loan Agreement, Borrower owns, and may use and enjoy, the Marks and accompanying goodwill in connection with its business operations, subject to the provisions of the Loan Agreement.
4. The security interest in the Marks granted to Lender under the Loan Agreement shall remain in full force and effect until the Obligations are satisfied in full and the Loan Agreement is terminated. At such time, Lender shall at Borrower's request and expense execute and deliver to Borrower, for filing with the United States Patent and Trademark Office, documentation in accordance with the rules and regulations of said office as may be necessary to release Lender's security interest in the Marks and accompanying goodwill.

Executed by Borrower, by its representative hereunto duly authorized, under seal as of the day and date first above written.

ALLIANT COOPERATIVE DATA SOLUTIONS, LLC


  
By: JAMES G. DUNN, MEMBER  
Title: CFO

EXHIBIT A  
TRADEMARKS

<b>MARKS</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>
ALLIANT	76/580751	March 12, 2004
TRANSACTIONBASE	76/580735	March 12, 2000