

**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
Information Today, Inc.		02/07/2006	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

Name:	Citizens Bank of Massachusetts
Street Address:	28 State Street, 15th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	Chartered Bank: MASSACHUSETTS

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2480993	INTERNET LIBRARIAN
Registration Number:	2439612	INTRANET PROFESSIONAL
Registration Number:	2367809	MULTIMEDIA SCHOOLS
Registration Number:	2359570	SEARCHER THE MAGAZINE FOR DATABASE PROFESSIONALS
Registration Number:	2363977	COMPUTERS IN LIBRARIES
Registration Number:	2359408	LINK-UP
Registration Number:	2276173	INFORMATION TODAY
Registration Number:	1207217	ONLINE

**CORRESPONDENCE DATA**

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 703-415-1555  
 Email: specialpat@aol.com

CH \$215.00 2480993

Correspondent Name: Christopher E. Kondracki  
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007  
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	6020084
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	03/10/2006

**Total Attachments: 10**

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## TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT

This **TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT** (the "TM Security Agreement") made this 7<sup>th</sup> day of February, 2006, by **INFORMATION TODAY, INC.**, a New Jersey corporation, having an address 143 Old Marlton Pike, Medford, New Jersey 08055 (the "Borrower") in favor of **CITIZENS BANK OF MASSACHUSETTS**, a Massachusetts state chartered bank, with an address at 28 State Street, 15th Floor, Boston, Massachusetts 02109 (the "Bank").

### RECITALS

WHEREAS, pursuant to a certain loan arrangement by and between the Borrower and Bank, evidenced by, among other documents, a certain Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented, or restated from time to time, the "Loan Agreement"), the Bank agreed to make a certain Loan (as defined in the Loan Agreement) available to the Borrower;

WHEREAS, under the Loan Agreement, the Borrower has granted a security interest in the Borrower's assets to secure the Obligations of the Borrower to the Bank (as defined in the Loan Agreement);

WHEREAS, as a condition, among others, to the Bank entering into the Loan Agreement, and as to further secure the Obligations, the parties hereto shall execute this Agreement.

NOW THEREFORE, for value received, the receipt of which is hereby acknowledged, including, without limitation, enabling the Borrower to obtain credit or other financial accommodations from the Bank, the Borrower hereby agrees as follows:

1. Definitions. Capitalized terms used herein without definition shall have the respective meanings provided therefore in the Loan Agreement.
2. Grant of Security Interest. To secure the Obligations, Borrower hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Loan Agreement, does hereby irrevocably grant and create) a security interest in favor of the Bank, with power of sale to the extent permitted by law (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof :
  - a. All of the Borrower's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Exhibit A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks or service mark applications.
  - b. All renewals of any of the foregoing.

- c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- e. All of Borrower's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2.(a), together with the items respectively described in Subsections 2.(b) through and including 2.(e) are hereinafter individually and/or collectively referred to as the "Trademarks".

3. Protection of Trademarks By Borrower. Borrower shall undertake the following with respect to each Trademark:

- a. Pay all renewal fees and other fees and costs associated with maintaining the Trademarks and with the processing of the Trademarks.
- b. At Borrower's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the foregoing assignment and not abandon or delay any such efforts.
- c. At Borrower's sole cost, expense, and risk, take any and all action which Borrower deems desirable to protect the Trademarks, including, without limitation, but subject to Borrower's discretion, the prosecution and defense of infringement actions.
- d. At Borrower's sole cost, expense, and risk, register with the United States Trademark Office all unfiled trademarks created or purchased by the Borrower which the Borrower deems to be material.

4. Borrower's Representations and Warranties. Borrower represents and warrants that:

- a. The Trademarks listed on Exhibit A include all of the unregistered trademarks, registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Borrower.
- b. No liens, claims or security interests have been granted by the Borrower to any person or entity in such Trademarks other than to the Bank or as otherwise permitted pursuant to the Loan Agreement.
- c. Borrower shall give the Bank written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

- i. The Borrower obtains rights to any new trademarks, registered service marks or service mark applications, service marks, registered service marks or service mark applications (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business)
- ii. The Borrower becomes entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).
- iii. The Borrower enters into any new trademark license agreement or service mark license agreement.

5. Agreement Applies to Future Trademarks.

- a. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 4.(c), above, all of which shall be deemed to be and treated as "Trademarks" within the meaning of this TM Security Agreement.
- b. The Borrower hereby authorizes the Bank to modify this agreement by amending Exhibit A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, written notice of which shall be given, provided, however, the modification of said Exhibit A shall not be a condition to the creation or perfection of the security interest created hereby.

6. Borrower's Rights To Enforce Trademarks. Prior to the Bank's giving of notice to Borrower following the occurrence of an Event of Default, Borrower shall have the exclusive right to sue for past, present and future infringement of the Trademarks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Trademark against encroachment by third parties, *provided, however:*

- a. Borrower first provides the Bank with written notice of Borrower's intention to so sue for enforcement of any Trademark.
- b. Any money damages awarded or received by Borrower on account of such suit (or the threat of such suit) shall constitute Trademarks.
- c. Following the occurrence of any Event of Default, the Bank, by notice to Borrower may terminate or limit Borrower's rights under this Section 6.

7. Bank's Actions To Protect Trademarks. In the event of

- a. Borrower's failure to cure any failure by Borrower to perform any of Borrower's obligations hereunder; and/or
- b. the occurrence of any other Event of Default,

the Bank, acting in its own name or in that of Borrower, may (but shall not be required to) act in Borrower's place and stead and/or in the Bank's own right in connection therewith.

8. Rights Upon Default. Upon the occurrence of and during the continuation of any Event of Default, the Bank may exercise all rights and remedies of a secured party under the UCC, with respect to the Trademarks, in addition to which the Bank, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Trademarks together with the goodwill with which it is associated. Any Person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and is continuing and that the Bank is authorized to exercise such rights and remedies.

9. Bank As Attorney In Fact.

- a. Borrower hereby irrevocably constitutes and designates the Bank as and for Borrower attorney in fact, exercisable after the occurrence of any Event of Default:
  - i. To exercise any of the Borrower's rights and powers referenced herein.
  - ii. To execute all such instruments, documents, and papers as the Bank determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Trademarks.
- b. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Bank.
- c. The Bank shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Bank elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Borrower for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Bank has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. Bank's Rights.

- a. Any use by the Bank of the Trademarks, as authorized hereunder in connection with the exercise of the Bank's rights and remedies under this Agreement and

under the Loan Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

- b. None of this Agreement or any other Loan Document, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Bank any rights in and to the Trademarks, which rights are only effective following the occurrence of any Event of Default.

11. Intent. This TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Trademarks and the Bank shall have the same rights with respect to any and all Trademarks granted the Bank to secure the Obligations hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Trademarks, and the Loan Agreement shall control with respect to all other collateral.

12. Choice of Laws. It is intended that this TM Security Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

13. Miscellaneous.

- a. Following the payment and satisfaction of all Obligations, and the termination of any obligation of the Bank to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Bank shall execute and deliver to Borrower all such instruments as the Borrower reasonably may request to re-vest in Borrower full title to the Trademarks and the associated goodwill, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to the Loan Agreement.
- b. The Borrower shall, at the request of the Bank, do any and all acts and execute any and all documents required by the Bank in connection with the protection, preservation, and enforcement of the Bank's rights hereunder.
- c. The Borrower shall, upon demand, reimburse the Bank for all reasonable costs and expenses incurred by the Bank in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).

[Remainder of page left intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the Borrower and the Bank respectively have caused this Trademark and Trademark Applications Security Agreement to be executed by officers duly authorized so to do on the date first above written.

BORROWER:

INFORMATION TODAY, INC.

By: 

Name: Thomas H. Hogan

Title: President

BANK:

CITIZENS BANK OF MASSACHUSETTS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



IN WITNESS WHEREOF, the Borrower and the Bank respectively have caused this Trademark and Trademark Applications Security Agreement to be executed by officers duly authorized so to do on the date first above written.

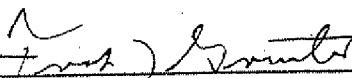
BORROWER:

INFORMATION TODAY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

CITIZENS BANK OF MASSACHUSETTS

By:  \_\_\_\_\_  
Name: Frank J. Grueter, III  
Title: Senior Vice President

STATE OF NEW JERSEY

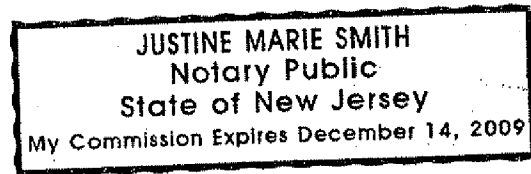
COUNTY OF BURLINGTON

On the 7<sup>th</sup> day of February, 2006, before me, the undersigned, a notary public in and for said state, personally appeared Thomas H. Hogan, the President of Information Today, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the President of Information Today, Inc. and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Justine M. Smith*

Notary Public

My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

\_\_\_\_\_, 2006

On the \_\_\_\_ day of February, 2006, before me, the undersigned, a notary public in and for said state, personally appeared Frank J. Grueter III, a Senior Vice President of Citizens Bank of Massachusetts, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as a Senior Vice President of Citizens Bank of Massachusetts and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

EXHIBIT A

Trademark	Registration Number	Serial Number
Internet Librarian	2480993	75596203
Intranet Professional	2439612	75596201
Multimedia Schools	2367809	75596204
Searcher:The Magazine For Database Professionals	2359570	75596202
Computers in Libraries	2363977	75596200
Link-Up	2359408	75562167
Information Today	2276173	75562166
Online	1207217	73330058

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