

09-22-1998



100835393

ARD 9/22/98

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



Name of conveying party:

Bridge Information Systems  
717 Office Parkway  
St. Louis, MO 63141

2. Name and address of receiving party:

Harris Trust and Savings Bank, as  
Administrative Agent  
111 West Monroe Street  
Chicago, IL 60603

3. Nature of conveyance:

Grant of Patent Security Interest

Execution Date: May 29, 1998

4. Application numbers and Registration numbers:

A. Patent Application Nos.

None.

B. Patent Registration Nos.

5,168,446  
5,220,219

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

Beth T. Scimemi  
Legal Assistant  
O'Melveny & Myers LLP  
153 E. 53rd Street  
New York, New York 10022

6. Total number of applications and registrations  
involved:

2

7. Total fee:

\$ 80.00 (Enclosed)

8. Deposit Account Number:

N/A

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.

Beth T. Scimemi  
Name of Person Signing

Beth T. Scimemi  
Signature

July 20, 1998  
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

NY1-618683

SEP 20 09  
09/18/1998 JUMKINS 0000068 516446  
01 FC:501

PATENT  
REEL: 9463 FRAME: 0541

## PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT, dated as of May 29, 1998 (this "**Agreement**"), among EACH OF THE UNDERSIGNED, whether as an original signatory hereto or as an Additional Debtor (as herein defined) (each, a "**Debtor**") and Harris Trust and Savings Bank, as agent (in such capacity, "**Secured Party**") for Lenders and Lender Counterparties (as each such term is herein defined) .

### W I T N E S S E T H :

WHEREAS, Bridge Information Systems, Inc., a Missouri corporation ("**Company**"), is a party to the Credit and Guaranty Agreement of even date herewith (as it may be from time to time amended, supplemented or otherwise modified, the "**Credit Agreement**") among Company, certain Subsidiaries of Company, Lenders, Goldman Sachs Credit Partners L.P., as Arranger and Syndication Agent, and Secured Party, as Administrative Agent, and The Bank of Nova Scotia, as Documentation Agent;

WHEREAS, subject to the terms and conditions of the Credit Agreement, Company may enter into one or more Interest Rate Agreements (collectively, the "**Hedge Agreements**") with one or more Lenders or Affiliates thereof (in such capacity, collectively, "**Lender Counterparties**");

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Hedge Agreements, respectively, each Debtor has agreed, subject to the terms and conditions hereof, each other Credit Document and each of the Hedge Agreements, to secure such Debtor's obligations under the Credit Documents and the Hedge Agreements thereto as set forth herein; and

WHEREAS, capitalized terms used herein (including the recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Debtor and Secured Party agree as follows:

### SECTION I. GRANT OF SECURITY

Each Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Debtor now has or hereafter acquires an interest and wherever the same may be located (collectively, the "**Collateral**"):

A. the "**Securities Collateral**", which term means:

1. the shares of stock (the "**Pledged Shares**") owned by such Debtor and described on Schedule 1.1(a), and the certificates representing such Pledged Shares and any interest of such Debtor in the entries on the books of any financial intermediary pertaining to such Pledged Shares, and all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Pledged Shares; provided, to the extent the issuer of any of such Pledged Shares is a controlled foreign corporation (used hereinafter as such term is defined in Section 957(a) or a successor provision of the Internal Revenue Code of 1986, as amended from time to time), such Debtor shall only be required to pledge Pledged Shares or, certificates representing Pledged Shares of, and such interests pertaining to Pledged Shares of such issuer possessing up to but not exceeding 65% of the voting power of all classes of capital stock entitled to vote of such issuer, and all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Pledged Shares;

2. all additional shares of, and all securities convertible into and warrants, options and other rights to purchase or otherwise acquire, stock of any issuer of the Pledged Shares from time to time acquired by such Debtor in any manner (which shares shall be deemed to be part of the Pledged Shares), the certificates or other instruments representing such additional shares, securities, warrants, options or other rights and any interest of such Debtor in the entries on the books of any financial intermediary pertaining to such additional shares (all such shares, securities, warrants, options, rights, certificates, instruments and interests collectively being "***Additional Pledged Shares***"), and all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Additional Pledged Shares; provided, to the extent that the issuer of any Additional Pledged Shares is a controlled foreign corporation, such Debtor shall only be required to pledge Additional Pledged Shares of such issuer possessing up to but not exceeding 65% of the voting power of all classes of capital stock entitled to vote of such issuer, and all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Additional Pledged Shares; and

3. all shares of, and all securities convertible into and warrants, options and other rights to purchase or otherwise acquire, stock of any Person that, after the date of this Agreement, becomes, as a result of any occurrence, a direct Subsidiary of such Debtor (which shares shall be deemed to be part of the Pledged Shares), the certificates or other instruments representing such shares, securities, warrants, options or other rights and any interest of such Debtor in the entries on the books of any financial intermediary pertaining to such shares, and all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares, securities, warrants, options or other rights; provided, to the extent that the issuer of any such capital stock is a controlled foreign corporation, such Debtor shall only be required to pledge such capital stock of such issuer possessing up to but not exceeding 65% of the voting power of all classes of capital stock entitled to vote of such issuer;

4. all of such Debtor's right, title and interest as a limited and/or general partner in the limited partnerships set forth on Schedule 1.1(d) (the "***Partnerships***"), whether now owned or hereafter acquired, including all of such Debtor's right, title and interest in, to and under the limited partnership agreements described on Schedule 1.1(d) (as such agreements have heretofore been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "***Partnership Agreements***") to which it is a party (including, if such Debtor is a general partner of any Partnership, the right to vote with respect to and to manage and administer the business of such Partnership) together with all other rights, interests, claims and other property of such Debtor in any manner arising out of or relating to its limited and/or general partnership interest in the Partnerships, whatever their respective kind or character, whether they are tangible or intangible property, and wheresoever they may exist or be located, and further including all of the rights of such Debtor as a limited and/or general partner: a. to (1) receive money due and to become due (including without limitation dividends, distributions, interest, income from partnership properties and operations, proceeds of sale of partnership assets and returns of capital) under or pursuant to the Partnership Agreements, (2) receive payments upon termination of the Partnership Agreements, and (3) receive any other payments or distributions, whether cash or noncash, in respect of such Debtor's limited and/or general partnership interest evidenced by the Partnership Agreements; b. in and with respect to claims and causes of action rising out of or relating to the Partnerships; and c. to have the access to the Partnerships' books and records and to other information concerning or affecting the Partnerships;

5. any "certificate of interest" or "certificates of interest" (or other certificates or instruments however designated or titled) issued by the Partnerships and evidencing such Debtor's interest as a limited and/or general partner in the Partnerships (collectively, the "***Certificates***") and any interest of such Debtor in the entries on the books of any financial intermediary pertaining to such Debtor's interest as a limited and/or general partner in the Partnership;

6. all right, title and interest of such Debtor as a member of each Person that is organized as a limited liability company (collectively, the "**LLCs**"), whether now owned or hereafter acquired, including all of such Debtor's right, title and interest in, to and under the limited liability company interests as set forth on Schedule 1.1(f), whether such right, title and interest arises under the limited liability company agreement (each an "**LLC Agreement**") of such Person or otherwise, as the same may be amended from time to time, including a. all rights of such Debtor to receive distributions of any kind, in cash or otherwise, due or to become due under or pursuant to each such LLC Agreement or otherwise in respect of such Person, b. all rights of such Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to each such Person, c. all claims of such Debtor for damages arising out of, or for the breach of, or for a default under, each such LLC Agreement, d. any certificated or uncertificated security evidencing any of the foregoing issued by such Person to such Debtor and e. to the extent not included in the foregoing, all proceeds of any and all of the foregoing (all of the foregoing being referred to herein collectively as the "**LLC Interests**");

B. the restricted deposit account established and maintained by Secured Party pursuant to Section 5.3 (the "**Collateral Account**"), together with 1. all amounts on deposit from time to time in such deposit accounts; and 2. all interest, cash, instruments, securities and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing;

C. the "**Intellectual Property Collateral**", which term means:

1. all trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned or used by such Debtor in its business, or hereafter adopted and used (including, without limitation, the Trademarks specifically identified in Schedule 1.3(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 certain foreign countries (including, without limitation, the registrations specifically identified in Schedule 1.3(a), as the same may be amended pursuant hereto from time to time) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in certain foreign countries (the "**Trademark Rights**"), and all goodwill of such Debtor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**");

2. all patents and patent applications and rights and interests in patents and patent applications under any domestic law that are presently, or in the future may be, owned by such Debtor and all patents and patent applications and rights and interests in patents and patent applications under any domestic law that are presently, or in the future may be, held or used by such Debtor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule 1.3(b), as the same may be amended pursuant hereto from time to time), all rights (but not obligations) corresponding thereto (including, without limitation, the right (but not the obligation, and exercisable only upon the occurrence and continuation of an Event of Default) to sue for past, present and future infringements in the name of such Debtor or in the name of Secured Party or Lenders), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "**Patents**"); it being understood that the rights and interest included herein hereby shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of such Debtor pertaining to patent applications and patents presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of Assignor, 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

3. various published and unpublished works of authorship including, without limitation, computer programs, computer data bases, other computer software (including without limitation object code and source code), mask works, semiconductor chips, masks, cell libraries, layouts, trade secrets, trade secret

rights, trade dress rights, ideas, drawings, designs, schematics, algorithms, writings, techniques, processes and formulas (including, without limitation, the works listed on Schedule 1.3(c), as the same may be amended pursuant hereto from time to time) (collectively, the "**Copyrights**"), all copyright registrations issued to such Debtor and applications for copyright registration that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in certain foreign countries (including, without limitation, the registrations listed on Schedule 1.3(c), as the same may be amended pursuant hereto from time to time) (collectively, the "**Copyright Registrations**"), all common law and other rights in and to the Copyrights in the United States and any state thereof and in certain foreign countries including all copyright licenses (but with respect to such copyright licenses, only to the extent permitted by such licensing arrangements) (the "**Copyright Rights**"), including, without limitation, each of the Copyrights, rights, titles and interests in and to the Copyrights and works protectable by copyright, which are presently, or in the future may be, owned, created (as a work for hire for the benefit of such Debtor), authored (as a work for hire for the benefit of such Debtor), acquired or used (whether pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) by such Debtor, in whole or in part, and all Copyright Rights with respect thereto and all Copyright Registrations therefor, heretofore or hereafter granted or applied for, and all renewals and extensions thereof, throughout the world, including all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits), the right (but not the obligation) to renew and extend such Copyrights, Registrations and Copyright Rights and to register works protectable by copyright and the right (but not the obligation and exercisable only upon the occurrence and continuation of an Event of Default) to sue or bring opposition or cancellation proceedings in the name of such Debtor or in the name of Secured Party or Lenders for past, present and future infringements of the Copyrights and Copyright Rights;

D. all of Company's right, title and interest in the Capital Contribution Agreement.;

E. to the extent not otherwise included in any other paragraph of this Section 1, all other general intangibles, including tax refunds, rights to payment or performance, *choses in action* and judgments taken on any rights or claims included in the Collateral;

F. all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

G. to the extent not covered by Sections 1.1 through 1.5, all proceeds, products, rents and profits of or from any and all of the foregoing 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 Collateral. For purposes of this Agreement, the term "**proceeds**" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

## **SECTION II. SECURITY FOR OBLIGATIONS; DEBTORS REMAIN LIABLE**

This Agreement secures, and the Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)), of all Obligations with respect to each Debtor (the "**Secured Obligations**"). Anything contained herein to the contrary notwithstanding, 1. each Debtor shall remain liable under any Partnership Agreement, LLC Agreement or any other contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed; 2. the exercise by Secured Party of any of its rights hereunder shall not release any Debtor from any of its duties or

obligations under the contracts and agreements included in the Collateral; and 3. Secured Party shall not have any obligation or liability under any Partnership Agreement, LLC Agreement or any other contracts and agreements included in the Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of any Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Notwithstanding any of the foregoing, this Agreement shall not in any way be deemed to obligate Secured Party, any Lender or any purchaser at a foreclosure sale under this Agreement to assume any of any Debtor's obligations, duties, expenses or liabilities under any LLC Agreement or Partnership Agreement (including any Debtor's obligations as a general partner for the debts and obligations of a Partnership) and to manage the business and affairs of any Partnership or any of such Debtor's obligations for the debts and obligations of an LLC, or under any and all other agreements now existing or hereafter drafted or executed (collectively, the "*Debtor Obligations*") unless Secured Party, any Lender or any such purchaser otherwise expressly agrees in writing to assume any or all of said Debtor Obligations. In the event of foreclosure by Secured Party, each Debtor shall remain bound and obligated to perform its Debtor Obligations arising during or otherwise related to its ownership of the Collateral, and neither Secured Party nor any Lender shall be deemed to have assumed any of such Debtor Obligations except as provided in the preceding sentence. Without limiting the generality of the foregoing, neither the grant of the security interest in the Collateral in favor of Secured Party as provided herein nor the exercise by Secured Party of any of its rights hereunder nor any action by the Secured party in connection with a foreclosure on the Collateral shall be deemed to constitute Secured Party or any Lender a partner of any Partnership or a member of any LLC; provided, in the event Secured Party or any purchaser of Collateral at a foreclosure sale elects to become a substituted general partner of any Partnership or manager of any LLC in place of any Debtor, Secured Party or such purchaser, as the case may, shall adopt in writing the applicable Partnership Agreement or LLC Agreement, as the case may be, and agree to be bound by the terms and provisions thereof.

### SECTION III. REPRESENTATIONS AND WARRANTIES

**A. Generally.** In addition to any other representation made thereby in any other Credit Document, each Debtor represents and warrants that 1. except for the security interest created by this Agreement, each Debtor owns, or with respect to the Intellectual Property Collateral, reasonably believes in good faith that it owns, the Collateral owned by such Debtor free and clear of any Lien other than Permitted Lien; 2. this Agreement, together with the filing of a financing statement describing the Collateral with the filing offices listed on Schedule 3.1, and the recording of this Agreement or a memorandum hereof with the governmental offices with respect to that portion of the Collateral for which such filing is required or is deemed necessary, in the reasonable judgment of Secured Party, creates a valid, perfected and first priority security interest in the Collateral in the United States, securing the payment of the Secured Obligations, and, upon said filing of said financing statement and said recording of this Agreement or a memorandum thereof, all filings and other actions necessary or desirable to perfect and protect such security interest in the United States shall have been duly made or taken; 3. except such as may have been filed in favor of Secured Party relating to this Agreement or for which termination statements applicable thereto shall have been delivered to Secured Party on the Closing Date, no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office in the United States; and 4. all notes and other instruments (excluding checks) comprising any and all items of Collateral have been delivered to Secured Party duly endorsed and accompanied by duly executed instruments of transfer or assignment in blank.

**B. Securities Collateral.** In addition to any other representation made thereby in any other Credit Document, each Debtor represents and warrants that 1. all of the Pledged Shares have been duly authorized and validly issued and are fully paid and non-assessable; 2. the Pledged Shares constitute all of the issued and outstanding shares of stock of each issuer thereof, and there are no outstanding warrants, options or other rights to purchase, or other agreements outstanding with respect to, or property that is now or hereafter convertible into, or that requires the issuance or sale of, any Pledged Shares; 3. the security interest of

Secured Party hereunder has been registered on the books and records of any issuer of "uncertificated securities" (as such term is defined in the UCC) included in the Collateral; and 4. no consent of any Person, including any other limited or general partner of the Partnerships, any other member of any LLC, or any creditor of Debtors, and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either a. the grant by Debtors of the security interests granted hereby, b. the execution, delivery or performance of this Agreement by Debtors, or c. the perfection of or the exercise by Secured Party of its rights and remedies hereunder (except as may have been taken by or at the direction of Debtors).

**C. Intellectual Property Collateral.** In addition to any other representation made thereby in any other Credit Document, but in each case subject to any such exceptions to any such representation as expressly set forth in any other Credit Document, each Debtor represents and warrants that 1. a true and complete list of all Trademark Registrations and Trademark applications owned, held (whether pursuant to a license or otherwise) or used by such Debtor, in whole or in part, as of the date of this Agreement is set forth in Schedule 1.3(a); 2. a true and complete list of all Patents owned, held (whether pursuant to a license or otherwise) or used by such Debtor, in whole or in part, as of the date of this Agreement is set forth in Schedule 1.3(b); 3. a true and complete list of all Copyright Registrations and applications for Copyright Registrations held (whether pursuant to a license or otherwise) or used by such Debtor, in whole or in part, as of the date of this Agreement is set forth in Schedule 1.3(c); 4. after inquiry, Debtor is not aware of any pending or threatened claim by any third party that any of the Intellectual Property owned, held or used by such Debtor is invalid or unenforceable; and 5. except as set forth on Schedule 3.1, no effective security interest or other Lien covering all or any part of the Intellectual Property Collateral is on file in the United States Patent and Trademark Office or the United States Copyright Office.

#### SECTION IV. FURTHER ASSURANCES; ADDITIONAL DEBTORS

**A. Generally.** Each Debtor agrees that from time to time, at the expense of Debtor, each Debtor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Debtor will 1. execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary, or as Secured Party may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby; 2. at any reasonable time, upon request by Secured Party, exhibit the Collateral to and allow inspection of the Collateral by Secured Party, or persons designated by Secured Party; and 3. at Secured Party's request, appear in and defend any action or proceeding that may affect Debtor's title to or Secured Party's security interest in all or any part of the Collateral. Each Debtor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Debtor. Each Debtor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by Debtor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions. Each Debtor will furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail.

**B. Securities Collateral.** Each Debtor agrees that it will, upon obtaining any additional shares of stock or other securities required to be pledged hereunder, promptly (and in any event within five Business Days) deliver to Secured Party a Pledge Supplement, duly executed by Debtor, in substantially the form of Exhibit A (a "*Pledge Supplement*"), in respect of the additional Pledged Shares to be pledged pursuant to this Agreement. Each Debtor hereby authorizes Secured Party to attach each Pledge Supplement to this Agreement and agrees that all Pledged Shares of Debtor listed on any Pledge Supplement shall for all

purposes hereunder be considered Collateral of Debtor; provided, the failure of any Debtor to execute a Pledge Supplement with respect to any additional Pledged Shares pledged pursuant to this Agreement shall not impair the security interest of Secured Party therein or otherwise adversely affect the rights and remedies of Secured Party hereunder with respect thereto. Each Debtor agrees that upon request by Secured Party, each Debtor, at its own expense, shall deliver to the applicable Partnership or LLC, as the case may be, an order, satisfactory in form and substance to Secured Party, requesting that the pledge of such Debtor's interest as a partner in such Partnership or as a member of such LLC, as applicable, which is included in the Collateral be registered on the books of such Partnership or LLC, as applicable.

**C. Intellectual Property Collateral.** If any Debtor shall hereafter obtain rights to any new Intellectual Property Collateral or become entitled to the benefit of **1.** any patent application or patent or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement of any Patent; or **2.** any Copyright Registration, application for Registration or renewals or extension of any Copyright, then in any such case, the provisions of this Agreement shall automatically apply thereto. Each Debtor shall promptly notify Secured Party in writing of any of the foregoing rights acquired by Debtor after the date hereof and of **a.** any Trademark Registrations issued or applications for Trademark Registration or applications for Patents made, and **b.** any Copyright Registrations issued or applications for Copyright Registration made, in any such case, after the date hereof. Promptly after the filing of an application for any **(1)** Trademark Registration; **(2)** Patent; and **(3)** Copyright Registration, each Debtor shall execute and deliver to Secured Party and record in all places where this Agreement is recorded a Pledge Supplement, pursuant to which Debtor shall grant to Secured Party a security interest to the extent of its interest in such Intellectual Property Collateral; provided, if, in the reasonable judgment of Debtor, after due inquiry, granting such interest would result in the grant of a Trademark Registration or Copyright Registration in the name of Secured Party, in which event Debtor shall give written notice to Secured Party as soon as reasonably practicable and the filing shall instead be undertaken as soon as practicable but in no case later than immediately following the grant of the applicable Trademark Registration or Copyright Registration, as the case may be. In addition to the foregoing, each Debtor hereby authorizes Secured Party to modify this Agreement without obtaining Debtor's approval of or signature to such modification by amending Schedules 1.3(a), 1.3(b), and 1.3(c), as applicable, to include reference to any right, title or interest in any existing Intellectual Property Collateral or any Intellectual Property Collateral acquired or developed by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which Debtor no longer has or claims any right, title or interest.

**D. Additional Debtors.** From time to time subsequent to the date hereof, additional Persons may become parties hereto as additional Debtors (each, an "*Additional Debtor*"), by executing a Counterpart Agreement pursuant to Section 5.9 of the Credit Agreement. Upon delivery of any such Counterpart Agreement to Secured Party, notice of which is hereby waived by Debtors, each Additional Debtor shall be a Debtor and shall be as fully a party hereto as if Additional Debtor were an original signatory hereto. Each Debtor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Debtor hereunder, nor by any election of Administrative Agent not to cause any Subsidiary of Company to become an Additional Debtor hereunder. This Agreement shall be fully effective as to any Debtor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Debtor hereunder.

## SECTION V. COVENANTS OF DEBTORS

**A. Generally.** Each Debtor shall **1.** except for the security interest created by this Agreement, not create or suffer to exist any Lien upon or with respect to any of the Collateral, except Permitted Liens; **2.** not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral; **3.** notify Secured Party of any change in Debtor's name, identity or corporate structure within 15 days of such change; **4.** diligently keep reasonable records respecting the Intellectual Property Collateral and at all times keep at



least one complete set of its records concerning such Collateral at its chief executive office or principal place of business; 5. if Secured Party gives value to enable Debtor to acquire rights in or the use of any Collateral, use such value for such purposes; 6. pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith; provided, Debtor shall in any event pay such taxes, assessments, charges, levies or claims not later than five days prior to the date of any proposed sale under any judgement, writ or warrant of attachment entered or filed against Debtor or any of the Collateral as a result of the failure to make such payment; and 7. upon any officer of such Debtor obtaining knowledge thereof, promptly notify Secured Party in writing of any event that may materially and adversely affect the value of the Collateral or any portion thereof, the ability of Debtor or Secured Party to dispose of the Collateral or any portion thereof, or the rights and remedies of Secured Party in relation thereto, including, without limitation, the levy of any legal process against the Collateral or any portion thereof. No Debtor shall sell, transfer or assign (by operation of law or otherwise) any Collateral except as permitted by Section 6 of the Credit Agreement (a "Permitted Sale"). So long as a. no Event of Default shall have occurred and is then continuing or would occur after giving effect to a Permitted Sale, and b. the Net Asset Sale Proceeds with respect to such Permitted Sale are delivered to Secured Party contemporaneously with such Permitted Sale, Secured Party shall release the Lien hereof encumbering the Collateral that is the subject of such Permitted Sale. Secured Party shall execute each and every appropriate filing statement and/or recording document reasonably requested by any Debtor in connection with the foregoing. Any reasonable expense or cost incurred by Secured Party in connection with any such release shall be for the account of the applicable Debtor.

## **B. Securities Collateral.**

1. **Delivery.** a. All certificates or instruments representing or evidencing the Securities Collateral shall be delivered to and held by or on behalf of Secured Party pursuant hereto and shall be in suitable form for transfer by delivery or, as applicable, shall be accompanied by Debtor's endorsement, where necessary, or duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Secured Party. Upon the occurrence and during the continuation of an Event of Default, Secured Party shall have the right, without notice to any Debtor, to transfer to or to register in the name of Secured Party or any of its nominees any or all of the Securities Collateral, subject only to the revocable rights specified herein. In addition, Secured Party shall have the right at any time to exchange certificates or instruments representing or evidencing Securities Collateral for certificates or instruments of smaller or larger denominations.

b. Each Debtor hereby consents to the pledge of the Partnership Interests by each other Debtor in each Partnership pursuant to the terms hereof, and, subject to Section 7, to the transfer of such Partnership Interests to Secured Party or its nominee and to the substitution of Secured Party or its nominee as a substituted Partner or each such Partnership with all the rights, powers and duties of a general partner or a limited partners, as the case may be.

c. Each Debtor hereby consents to the pledge of the LLC Interests by each other Debtor in each LLC pursuant to the terms hereof, and, subject to Section 7, to the transfer of such LLC Interests to Secured Party or its nominee and to the substitution of Secured Party or its nominee as a substituted member of the LLC with all the rights, powers and duties of a member of the LLC in question.

2. **Covenants.** Each Debtor shall a. not permit any issuer of Pledged Shares to merge or consolidate unless all the outstanding capital stock of the surviving or resulting corporation is, upon such merger or consolidation, pledged hereunder and no cash, securities or other property is distributed in respect of the outstanding shares of any other constituent corporation; provided, if the surviving or resulting corporation upon any such merger or consolidation involving an issuer of Pledged Shares which is a controlled foreign corporation is a controlled foreign corporation, then such Debtor shall only be required to

pledge outstanding capital stock of such surviving or resulting corporation possessing up to but not exceeding 65% of the voting power of all classes of capital stock of such issuer entitled to vote; b. cause each issuer of Pledged Shares not to issue any stock or other securities in addition to or in substitution for the Pledged Shares issued by such issuer, except to Debtor; c. promptly deliver to Secured Party notice of the conversion of any partnership interests in a Partnership Agreement or any membership interests in a LLC to certificated form; d. not (1) cancel or terminate any of the Partnership Agreements or LLC Agreements or consent to or accept any cancellation or termination thereof, (2) sell, assign (by operation of law or otherwise) or otherwise dispose of any part of its limited or general partnership interest in any of the Partnerships or its membership interest in any of the LLCs, (3) amend, supplement or otherwise modify any of the Partnership Agreements or any of the LLC Agreements (as in effect on the date hereof), (4) waive any default under or breach of any of the Partnership Agreements or any of the LLC Agreements or waive, fail to enforce, forgive or release any right, interest or entitlement of any kind, howsoever arising, under or in respect of any of the Partnership Agreements or any of the LLC Agreements or vary or agree to the variation in any respect of any of the provisions of any of the Partnership Agreements or any of the LLC Agreements or the performance of any Other Person under any of the Partnership Agreements or any of the LLC Agreements, or (5) petition, request or take any other legal or administrative action which seeks, or may reasonably be expected, to rescind, to terminate or to suspend any of the Partnership Agreements or any of the LLC Agreements or to amend or modify any of the Partnership Agreements or any of the LLC Agreements; e. at its expense (1) perform and comply in all material respects with all terms and provisions of the Partnership Agreements and the LLC Agreements required to be performed or complied with by it, (2) maintain the Partnership Agreements and the LLC Agreements to which it is a party in full force and effect, and (3) enforce each of the Partnership Agreements and each of the LLC Agreements to which it is a party in accordance with its terms; f. not vote to permit the Partnerships or the LLCs to enter into any transaction of merger or consolidation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution); g. upon request by Secured Party, cause each Person which is an issuer of an uncertificated security included in the Collateral to execute and deliver all instruments and documents, and take all further action, that may be reasonably necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted in such uncertificated securities, to establish "control" (as such term is defined in the UCC) by Secured Party over such Collateral or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to such Collateral, including, and as applicable, (1) register the security interest granted hereby upon the books of such Person in accordance with Article 8 of the UCC, and (2) deliver to Secured Party Acknowledgment of Pledge, duly executed by such Debtor, in substantially the form of Exhibit B (an "*Acknowledgment of Pledge*"); h. pledge hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all additional shares of stock or other securities of each issuer of Pledged Shares; and i. pledge hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all shares of stock of any Person that, after the date of this Agreement, becomes, as a result of any occurrence, a direct Subsidiary of any Debtor; provided, notwithstanding anything contained in this clause (ix) to the contrary, such Debtor shall only be required to pledge the outstanding capital stock of a controlled foreign corporation possessing up to but not exceeding 65% of the voting power of all classes of capital stock of such controlled foreign corporation entitled to vote.

**3. Voting and Distributions.** a. So long as no Event of Default shall have occurred and be continuing, (1) each Debtor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Securities Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Credit Agreement; provided, no Debtor shall exercise or refrain from exercising any such right if Secured Party shall have notified Debtor that, in Secured Party's reasonable judgment, such action would have a material adverse effect on the value of the Securities Collateral or any part thereof; and provided further, Debtor shall give Secured Party at least two Business Days' prior written notice of the manner in which it intends to exercise, or the reasons for refraining from exercising, any such right. It is understood, however, that neither (a) the voting by Debtor of any Pledged Shares for or Debtor's consent to the election of directors at a regularly scheduled annual or other meeting of stockholders or with respect to incidental matters at any such meeting, nor (b) Debtor's consent to or approval of any action otherwise permitted under this Agreement and the Credit Agreement shall be deemed inconsistent with the terms of

this Agreement or the Credit Agreement within the meaning of this Section, and no notice of any such voting or consent need be given to Secured Party; (2) Debtor shall be entitled to receive and retain, and to utilize free and clear of the lien of this Agreement, any and all dividends and interest paid in respect of the Securities Collateral; provided, any and all (a) dividends and interest paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Securities Collateral, (b) dividends and other distributions paid or payable in cash in respect of any Securities Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and (c) cash paid, payable or otherwise distributed in respect of principal or in redemption of or in exchange for any Securities Collateral, shall be, and shall forthwith be delivered to Secured Party to hold as, Securities Collateral and shall, if received by Debtor, be received in trust for the benefit of Secured Party, be segregated from the other property or funds of Debtor and be forthwith delivered to Secured Party as Securities Collateral in the same form as so received (with all necessary endorsements); and (3) Secured Party shall promptly execute and deliver (or cause to be executed and delivered) to Debtor all such proxies, dividend payment orders and other instruments as Debtor may from time to time reasonably request for the purpose of enabling Debtor to exercise the voting and other consensual rights when and to the extent which it is entitled to exercise pursuant to clause (i) above and to receive the dividends, principal or interest payments which it is authorized to receive and retain pursuant to clause (2) above.

b. Upon the occurrence and during the continuation of an Event of Default, (1) upon written notice from Secured Party to any Debtor, all rights of Debtor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant hereto shall cease, and all such rights shall thereupon become vested in Secured Party who shall thereupon have the sole right to exercise such voting and other consensual rights; (2) all rights of Debtor to receive the dividends and interest payments which it would otherwise be authorized to receive and retain pursuant hereto shall cease, and all such rights shall thereupon become vested in Secured Party who shall thereupon have the sole right to receive and hold as Securities Collateral such dividends and interest payments; and (3) all payments which are received by Debtor contrary to the provisions of clause (2) above shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Debtor and shall forthwith be paid over to Secured Party as Securities Collateral in the same form as so received (with any necessary endorsements); and (4) all rights of such Debtor or receive any and all payments under or in connection with the Partnership Agreements and/or the LLC Agreements, including but not limited to the profits, dividends, and other distributions which it would otherwise be authorized to receive and retain pursuant hereto, shall cease, and all such rights shall thereupon become vested in Secured Party who shall thereupon have the sole right to receive and hold such payments as collateral.

c. **IRREVOCABLEPROXY. IN ORDER TO PERMIT SECURED PARTY TO EXERCISE THE VOTING AND OTHER CONSENSUAL RIGHTS WHICH IT MAY BE ENTITLED TO EXERCISE PURSUANT HERETO AND TO RECEIVE ALL DIVIDENDS AND OTHER DISTRIBUTIONS WHICH IT MAY BE ENTITLED TO RECEIVE HEREUNDER, (1) DEBTOR SHALL PROMPTLY EXECUTE AND DELIVER (OR CAUSE TO BE EXECUTED AND DELIVERED) TO SECURED PARTY ALL SUCH PROXIES, DIVIDEND PAYMENT ORDERS AND OTHER INSTRUMENTS AS SECURED PARTY MAY FROM TIME TO TIME REASONABLY REQUEST, AND (2) WITHOUT LIMITING THE EFFECT OF CLAUSE (1) ABOVE, DEBTOR HEREBY GRANTS TO SECURED PARTY AN IRREVOCABLE PROXY TO VOTE THE PLEDGED SHARES AND TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF THE PLEDGED SHARES WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS), WHICH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY PLEDGED SHARES ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY OTHER PERSON (INCLUDING THE ISSUER OF THE PLEDGED SHARES OR ANY OFFICER OR AGENT THEREOF), UPON THE OCCURRENCE AND DURING THE**

**CONTINUATION OF AN EVENT OF DEFAULT, AND WHICH PROXY SHALL ONLY TERMINATE UPON THE PAYMENT IN FULL OF THE SECURED OBLIGATIONS.**

**C. Collateral Account.** Secured Party is hereby authorized to establish and maintain at its office at Harris Trust and Savings Bank, as a blocked account in the name of Secured Party and under the sole dominion and control of Secured Party, a restricted deposit account designated as "Bridge Information Systems, Inc. Collateral Account". All amounts at any time held in the Collateral Account shall be beneficially owned by Debtor but shall be held in the name of Secured Party hereunder, for the benefit of Lenders, as collateral security for the Secured Obligations upon the terms and conditions set forth herein. Debtor shall have no right to withdraw, transfer or, except as expressly set forth herein, otherwise receive any funds deposited into the Collateral Account. Anything contained herein to the contrary notwithstanding, the Collateral Account shall be subject to such applicable laws, and such applicable regulations of the Board of Governors of the Federal Reserve System and of any other appropriate banking or governmental authority, as may now or hereafter be in effect. All deposits of funds in the Collateral Account shall be made by wire transfer (or, if applicable, by intra-bank transfer from another account of Debtor) of immediately available funds, in each case addressed as follows: Account No.: 195-882-6, ABA No.: 071000288, Reference: Bridge Information Systems, Inc., Attention: Emerging Majors West. Debtor shall, promptly after initiating a transfer of funds to the Collateral Account, give notice to Secured Party by telefacsimile of the date, amount and method of delivery of such deposit. To the extent permitted under Regulation Q of the Board of Governors of the Federal Reserve System, any cash held in the Collateral Account shall bear interest at the standard rate paid by Secured Party to its customers for deposits of like amounts and terms. Subject to Secured Party's rights hereunder, any interest earned on deposits of cash in the Collateral Account shall be deposited directly in, and held in the Collateral Account.

**D. Intellectual Property Collateral.**

1. **Covenants.** Each Debtor shall a. hereafter use commercially reasonable efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or might in any way materially impair or prevent the creation of a security interest in, or the assignment of, Debtor's rights and interests in any property included within the definitions of any Intellectual Property Collateral acquired under such contracts; b. take all steps reasonably necessary to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Intellectual Property Collateral, including, without limitation, entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents; c. use proper statutory notice in connection with its use of any of the Intellectual Property Collateral; d. use consistent standards of high quality (which may be consistent with Debtor's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Intellectual Property Collateral; and e. furnish to Secured Party from time to time statements and schedules further identifying and describing any Intellectual Property Collateral and such other reports in connection with such Collateral as Secured Party may reasonably request, all in reasonable detail.

2. **Collections.** Except as otherwise provided in this Section 5.4, each Debtor shall continue to collect, at its own expense, all amounts due or to become due to Debtor in respect of the Intellectual property Collateral or any portion thereof. In connection with such collections, each Debtor may take (and, at Secured Party's reasonable direction, shall take) such action as Debtor or Secured Party may deem reasonably necessary or advisable to enforce collection of such amounts; provided, Secured Party shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to Debtor of its intention to do so, to notify the obligors with respect to any such amounts of the existence of the security interest created hereby and to direct such obligors to make payment of all such amounts directly to Secured Party, and, upon such notification and at the expense of Debtor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Debtor might have done. After receipt by any Debtor of the notice from Secured Party referred to in the proviso to the preceding sentence and during the continuation of any

Event of Default, (i) all amounts and proceeds (including checks and other instruments) received by Debtor in respect of amounts due to Debtor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of Secured Party hereunder, shall be segregated from other funds of Debtor and shall be forthwith paid over or delivered to Secured Party in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 7.3, and (ii) Debtor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

**3. Applications and Registrations.** Each Debtor shall have the duty diligently, through counsel reasonably acceptable to Secured Party, to prosecute, file and/or make, unless and until Debtor, in its commercially reasonable judgment, decides otherwise, (i) any application relating to any of the Intellectual Property Collateral owned, held or used by Debtor and identified on Schedules 1.3(a), 1.3(b) or 1.3(c), as applicable, that is pending as of the date of this Agreement, (ii) any Registration on any existing or future unregistered but copyrightable works (except for works of nominal commercial value or with respect to which Debtor has determined in the exercise of its commercially reasonable judgment that it shall not seek registration), (iii) application on any existing patent or future patentable but unpatented invention comprising Intellectual Property Collateral, and (iv) any Trademark opposition and cancellation proceedings, renew Trademark Registrations and Copyright Registrations and do any and all acts which are necessary or desirable, as determined in such Debtor's commercially reasonable judgment, to preserve and maintain all rights in all Intellectual Property Collateral. Any expenses incurred in connection therewith shall be borne solely by Debtor. Subject to the foregoing, Debtor shall give Secured Party prior written notice of any abandonment of any Intellectual Property Collateral or any right to file a patent application or any pending patent application or any Patent.

**4. Litigation.** Except as provided herein, each Debtor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution, misappropriation or other damage, or reexamination or reissue proceedings as are in its commercially reasonable judgment necessary to protect the Intellectual Property Collateral. Secured Party shall provide, at Debtor's expense, all reasonable and necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party. Each Debtor shall promptly, following its becoming aware thereof, notify Secured Party of the institution of, or of any adverse determination in, any proceeding (whether in the United States Patent and Trademark Office, the United States Copyright Office or any federal, state, local or foreign court) or regarding Debtor's ownership, right to use, or interest in any Intellectual Property Collateral. Debtor shall provide to Secured Party any information with respect thereto requested by Secured Party.

**5. Certain Rights of Secured Party.** In addition to, and not by way of limitation of, the granting of a security interest in the Collateral pursuant hereto, each Debtor, effective upon the occurrence and during the continuation of an Event of Default and upon written notice from Secured Party, shall grant, sell, convey, transfer, assign and set over to Secured Party, for its benefit and the ratable benefit of Lenders, all of Debtor's right, title and interest in and to the Intellectual Property Collateral to the extent necessary to enable Secured Party to use, possess and realize on the Collateral and to enable any successor or assign to enjoy the benefits of the Collateral. This right and license shall inure to the benefit of all successors, assigns and transferees of Secured Party and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and license shall be granted free of charge, without requirement that any monetary payment whatsoever be made to such Debtor. In addition, each Debtor hereby grants to Secured Party and its employees, representatives and agents the right to visit Debtor's and any of its Affiliate's or subcontractor's plants, facilities and other places of business that are utilized in connection with the manufacture, production, inspection, storage or sale of products and services sold or delivered under any of the Intellectual Property Collateral (or which were so utilized during the prior six month period), and to inspect the quality control and all other records relating thereto upon reasonable advance written notice to Debtor and at reasonable

dates and times and as often as may be reasonably requested. If and to the extent that any Debtor is permitted to license the Intellectual Property Collateral, Secured Party shall promptly enter into a non-disturbance agreement or other similar arrangement, at Debtor's request and expense, with Debtor and any licensee of any Intellectual Property Collateral permitted hereunder in form and substance reasonably satisfactory to Secured Party pursuant to which (i) Secured Party shall agree not to disturb or interfere with such licensee's rights under its license agreement with Debtor so long as such licensee is not in default thereunder, and (ii) such licensee shall acknowledge and agree that the Intellectual Property Collateral licensed to it is subject to the security interest created in favor of Secured Party and the other terms of this Agreement.

## SECTION VI. SECURED PARTY APPOINTED ATTORNEY-IN-FACT

Each Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, Secured Party or otherwise, from time to time in Secured Party's discretion to take any action and to execute any instrument that Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including 1. to obtain and adjust insurance required to be maintained by Debtor or paid to Secured Party pursuant to the Credit Agreement; 2. upon the occurrence and during the continuation of any Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; 3. upon the occurrence and during the continuation of any Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above; 4. to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral; 5. to pay or discharge taxes or Liens (other than Liens permitted under this Agreement or the Credit Agreement) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Secured Party in its sole discretion, any such payments made by Secured Party to become obligations of Debtor to Secured Party, due and payable immediately without demand; and 6. upon the occurrence and during the continuation of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Debtor's expense, at any time or from time to time, all acts and things that Secured Party deems reasonably necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as Debtor might do.

## SECTION VII. REMEDIES

**A. Generally.** If any Event of Default shall have occurred and be continuing, Secured Party may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "*Code*") (whether or not the Code applies to the affected Collateral), and also may 1. require any Debtor to, and each Debtor hereby agrees that it will at its expense and upon request of Secured Party forthwith, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties; 2. enter onto the property where any Collateral is located and take possession thereof with or without judicial process; 3. prior to the disposition of the Collateral, store, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Secured Party deems appropriate; 4. without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and

upon such other terms as Secured Party may deem commercially reasonable; and 5. exercise dominion and control over, and refuse to permit further withdrawals (whether of money, securities, instruments or other property) from any deposit account maintained with Secured Party constituting part of the Collateral. Secured Party or any Lender or Lender Counterparty may be the purchaser of any or all of the Collateral at any such sale and Secured Party, as agent for and representative of Lenders and Lender Counterparties (but not any Lender or Lenders or Lender Counterparties in its or their respective individual capacities unless Requisite Obligees shall otherwise agree in writing), shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Secured Party at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Debtor, and each Debtor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Debtor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Debtor hereby waives any claims against Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Debtors shall be liable for the deficiency and the fees of any attorneys employed by Secured Party to collect such deficiency. Each Debtor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to Secured Party, that Secured Party has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against Debtor, and Debtor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section shall in any way alter the rights of Secured Party hereunder.

**B. Securities Collateral.** Each Debtor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, Secured Party may be compelled, with respect to any sale of all or any part of the Securities Collateral conducted without prior registration or qualification of such Securities Collateral under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Securities Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Debtor acknowledges that any such private sales may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances each Debtor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Secured Party shall have no obligation to engage in public sales and no obligation to delay the sale of any Securities Collateral for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If Secured Party determines to exercise its right to sell any or all of the Securities Collateral, upon written request, each Debtor shall and shall cause each issuer of any Pledged Shares to be sold hereunder, each Partnership and each LLC from time to time to furnish to Secured Party all such information as Secured Party may request in order to determine the number and nature of interest, shares or other instruments included in the Securities Collateral which may be sold by Secured Party in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

**C. Collateral Account.** If an Event of Default has occurred and is continuing and, in accordance with Section 8 of the Credit Agreement, Debtor is required to pay to Secured Party an amount (the “*Aggregate Available Amount*”) equal to the maximum amount that may at any time be drawn under all Letters of Credit then outstanding under the Credit Agreement, Debtor shall deliver funds in such an amount for deposit in the Collateral Account. If for any reason the aggregate amount delivered by Debtor for deposit in the Collateral Account as aforesaid is less than the Aggregate Available Amount, the aggregate amount so delivered by Debtor shall be apportioned among all outstanding Letters of Credit for purposes of this Section in accordance with the ratio of the maximum amount available for drawing under each such Letter of Credit (as to such Letter of Credit, the “*Maximum Available Amount*”) to the Aggregate Available Amount. Upon any drawing under any outstanding Letter of Credit in respect of which Debtor has deposited in the Collateral Account any amounts described above, Secured Party shall apply such amounts to reimburse the Issuing Lender for the amount of such drawing. In the event of cancellation or expiration of any Letter of Credit in respect of which Debtor has deposited in the Collateral Account any amounts described above, or in the event of any reduction in the Maximum Available Amount under such Letter of Credit, Secured Party shall apply the amount then on deposit in the Collateral Account in respect of such Letter of Credit (less, in the case of such a reduction, the Maximum Available Amount under such Letter of Credit immediately after such reduction) first, to the payment of any amounts payable to Secured Party pursuant to Section 9 of the Credit Agreement, second, to the extent of any excess, to the cash collateralization pursuant to the terms of this Agreement of any outstanding Letters of Credit in respect of which Debtor has failed to pay all or a portion of the amounts described above (such cash collateralization to be apportioned among all such Letters of Credit in the manner described above), third, to the extent of any further excess, to the payment of any other outstanding Secured Obligations in such order as Secured Party shall elect, and fourth, to the extent of any further excess, to the payment to whomsoever shall be lawfully entitled to receive such funds.

**D. Intellectual Property Collateral.** 1. Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, (i) Secured Party shall have the right (but not the obligation) to bring suit, in the name of any Debtor, Secured Party or otherwise, to enforce any Intellectual Property Collateral, in which event Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party as provided in Section 102 of the Credit Agreement in connection with the exercise of its rights under this Section, and, to the extent that Secured Party shall elect not to bring suit to enforce any Intellectual Property Collateral as provided in this Section, each Debtor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Intellectual Property Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement; (ii) upon written demand from Secured Party, each Debtor shall execute and deliver to Secured Party an assignment or assignments of the Intellectual Property Collateral and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; (iii) each Debtor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Secured Party (or any Lender) receives cash proceeds in respect of the sale of, or other realization upon, the Intellectual Property Collateral; and (iv) within five Business Days after written notice from Secured Party, Debtor shall make available to Secured Party, to the extent within Debtor’s power and authority, such personnel in Debtor’s employ on the date of such Event of Default as Secured Party may reasonably designate, by name, title or job responsibility, to permit Debtor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by Debtor under or in connection with the Trademarks, Trademark Registrations and Trademark Rights, such persons to be available to perform their prior functions on Secured Party’s behalf and to be compensated by Secured Party at Debtor’s expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default.

2. If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be



continuing, (iii) an assignment to Secured Party of any rights, title and interests in and to the Intellectual Property Collateral shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of Debtor, Secured Party shall promptly execute and deliver to Debtor such assignments as may be necessary to reassign to Debtor any such rights, title and interests as may have been assigned to Secured Party as aforesaid, subject to any disposition thereof that may have been made by Secured Party; provided, after giving effect to such reassignment, Secured Party's security interest granted pursuant hereto, as well as all other rights and remedies of Secured Party granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of all Liens other than Liens (if any) encumbering such rights, title and interest at the time of their assignment to Secured Party and Permitted Liens.

E. Application of Proceeds. Except as expressly provided elsewhere in this Agreement, all proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied as provided in Section 2.16 of the Credit Agreement.

## SECTION VIII. SECURED PARTY AS AGENT

Secured Party has been appointed to act as Secured Party hereunder by Lenders and, by their acceptance of the benefits hereof, Lender Counterparties. Secured Party shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided, Secured Party shall exercise, or refrain from exercising, any remedies provided for herein in accordance with the instructions of 1. Requisite Lenders or 2. after payment in full of all Obligations under the Credit Agreement and the other Credit Documents, the holders of a majority of the aggregate notional amount (or, with respect to any Hedge Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Hedge Agreement) under all Hedge Agreements (Requisite Lenders or, if applicable, such holders being referred to herein as "*Requisite Obligees*"). In furtherance of the foregoing provisions of this Section, each Lender Counterparty, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Lender Counterparty that all rights and remedies hereunder may be exercised solely by Secured Party for the benefit of Lenders and Lender Counterparties in accordance with the terms of this Section. Secured Party shall at all times be the same Person that is Administrative Agent under the Credit Agreement. Written notice of resignation by Administrative Agent pursuant to terms of the Credit Agreement shall also constitute notice of resignation as Secured Party under this Agreement; removal of Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute removal as Secured Party under this Agreement; and appointment of a successor Administrative Agent pursuant to the terms of the Credit Agreement shall also constitute appointment of a successor Secured Party under this Agreement. Upon the acceptance of any appointment as Administrative Agent under the terms of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Secured Party under this Agreement, and the retiring or removed Secured Party under this Agreement shall promptly (i) transfer to such successor Secured Party all sums, securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Secured Party under this Agreement, and (ii) execute and deliver to such successor Secured Party such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Secured Party of the security interests created hereunder, whereupon such retiring or removed Secured Party shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Administrative Agent's resignation or removal hereunder as Secured Party,

the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Secured Party hereunder.

#### **SECTION IX. CONTINUING SECURITY INTEREST; TRANSFER OF LOANS**

This Agreement shall create a continuing security interest in the Collateral and shall 1. remain in full force and effect until the payment in full of the Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, 2. be binding upon each Debtor, its successors and assigns, and 3. inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), but subject to the terms of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, the security interest granted hereby shall terminate hereunder and of record and all rights to the Collateral shall revert to Debtor. Upon any such termination Secured Party will, at Debtors' expense, execute and deliver to Debtors such documents as Debtors shall reasonably request to evidence such termination.

#### **SECTION X. STANDARD OF CARE; SECURED PARTY MAY PERFORM.**

The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Secured Party accords its own property. If any Debtor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement, and the expenses of Secured Party incurred in connection therewith shall be payable by each Debtor under Section 10.2 of the Credit Agreement.

#### **SECTION XI. MISCELLANEOUS**

Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 10.1 of the Credit Agreement. No failure or delay on the part of Secured Party in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement and the other Credit Documents are cumulative to, and not exclusive of, any rights or remedies otherwise available. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists. This Agreement shall be binding upon and inure to the benefit of Secured Party and Debtors and their respective successors and assigns. No Debtor shall, without the prior written consent of Secured Party, assign any right, duty or obligation hereunder. This Agreement and the

other Credit Documents embody the entire agreement and understanding between Debtors and Secured Party and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Credit Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

**THE PROVISIONS OF THIS AGREEMENT REGARDING THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS HEREIN GRANTED SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE COLLATERALS LOCATED. ALL OTHER PROVISIONS OF THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF EACH DEBTOR AND SECURED PARTY SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.**

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SCHEDULE 1.1(a) TO  
PLEDGE AND SECURITY AGREEMENT

PLEDGED SHARES

**1. Bridge Information Systems, Inc.**

Stock Issuer	Class of Stock	Stock Certificate Nos.	Par Value	Number of Shares	Percentage Outstanding Shares Pledged
Bridge Commodity Research Bureau, Inc. (formerly Bridge III, Inc., St. Louis Holding Corp. and Market Data Systems, Ltd.)	Common	C1	\$1.00	1,000	100%
Bridge Data Company	Common	C1	\$1.00	2,900	100%
Bridge International Holdings, Inc. (formerly Bridge Companies, Inc. and Bridge Information Systems International, Inc.)	Common	C1	\$1.00	10	100%
Bridge Information Systems America, Inc. (formerly LFM News, Inc., Commodity News Services, Inc., Knight-Ridder Financial, Inc. and GFIC Financial, Inc.)	Common	C1	No par	2,000	100%
Dow Jones Markets Holdings, Inc.	Common	2	\$.01	1	100%

**2. Bridge Information Systems America, Inc.**

Stock Issuer	Class of Stock	Stock Certificate Nos.	Par Value	Number of Shares	Percentage Outstanding Shares Pledged
EJV Holdings, Inc.	Common	C1	\$.01	1,000	100%

### 3. Bridge International Holdings, Inc.

Stock Issuer	Class of Stock	Stock Certificate Nos.	Par Value	Number of Shares	Percentage Outstanding Shares Pledged
Bridge Holdings (U.K.), Inc.	Common	C1	\$1.00	1,000	100%
Bridge News International, Inc. (formerly Commodity News Services (International), Inc.)	Common	C1	\$1.00	1,000	100%
Bridge Information Systems International, Inc. (formerly Bridge NewCo, Inc.)	Common	C1	\$1.00	1,000	100%

### 4. Bridge Holdings (U.K.), Inc.

Stock Issuer	Class of Stock	Stock Certificate Nos.	Par Value	Number of Shares	Percentage Outstanding Shares Pledged
Bridge Financial AEA, Inc. (formerly Unicom, Inc., Knight-Ridder Unicom, Inc. Knight-Ridder Financial AEA, Inc. and GFIC Financial AEA, Inc.)	Common	C1	\$0.01	1,000	100%
Bridge Investments, Ltd. (formerly Knight-Ridder Unicom JM, Inc., Knight- Ridder Financial/JM, Inc. and GFIC Financial / JW, Inc.)	Common	C1	\$0.01	1,000	100%

**5. Dow Jones Markets Holdings, Inc.**

Stock Issuer	Class of Stock	Stock Certificate Nos.	Par Value	Number of Shares	Percentage Outstanding Shares Pledged
Dow Jones Markets, Inc.	Common	100	\$ .10	397,610	100%
Dow Jones Markets Systems, Inc.	Class A Common	15	No Par Value	11,802	100%
Telerate Financial Services Co.	Common	3	\$ .01	1,000	100%
Dow Jones Markets International, Inc.	Common	2	No Par Value	1,000	100%
Indepth Data Inc.	Class A Common	10	No Par Value	1,026	100%

**6. Dow Jones Markets, Inc.**

Stock Issuer	Class of Stock	Stock Certificate Nos.	Par Value	Number of Shares	Percentage Outstanding Shares Pledged
Dow Jones Markets Puerto Rico, Inc.	Common	1	\$ .01	100	100%

**7. Dow Jones Markets International Co.**

Stock Issuer	Class of Stock	Stock Certificate Nos.	Par Value	Number of Shares	Percentage Outstanding Shares Pledged
Dow Jones Financial Information Services, Inc.	Common	1	\$ .01	100	100%
Dow Jones Markets Ltd.	Ordinary	1	£1	2,499,999	65%

PARTNERSHIPS

**1. EJV Holdings, Inc.**

Partnership	Type of Interest	Percentage
EJV Partners, L.P.	Partnership Interest	66.67%

**2. Bridge Information Systems America, Inc.**

Partnership	Type of Interest	Percentage
EJV Partners, L.P.	Partnership Interest	33.33%

**3. Dow Jones Markets, International, Inc.**

Partnership	Type of Interest	Percentage
Dow Jones Markets International Company	Partnership Interest	75.2%

**4. Telerate Financial Services Co.**

Partnership	Type of Interest	Percentage
Dow Jones Markets International Company	Partnership Interest	24.8%

**SCHEDULE 1.1(f) TO  
PLEDGE AND SECURITY AGREEMENT**

LLCs

None.



Trademarks:

See attached.

327346.8

SCHEDULE 3.1 TO  
PLEDGE AND SECURITY AGREEMENT

Filing Offices

1. New York

Secretary of State

New York County

2. New Jersey

Secretary of State

3. Missouri

Secretary of State

St. Louis County

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Country</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
Dow Jones Markets, Inc	Telerate	India	676619	8/14/95
			676618	8/14/95
		Japan	250160	9/30/92
		Malaysia	84/02608	6/9/84
		Nigeria	45562/84	6/12/84
			45506/84	6/12/84
		Argentina	1442561 / 1618001	7/6/84 / 5/3/85
			1442562 / 1618002	7/6/84 / 5/3/85
			1442563 / 1618003	7/6/84 / 5/3/85
			1442564 / 1642710	7/6/84 / 12/3/86
		Australia	409192 / A409192	5/29/84
			409194 / A409194	5/29/84
			409195 / A409195	5/29/84
			409193 / A409193	5/29/84
		Austria	AM3227/84 / 109541	10/18/84 / 7/1/85
		Bahamas	11280 / 11280	5/2/84
			11281 / 11281	5/2/84
		Bahrain	9876 / 9876	11/9/85
			9877 / 9877	11/9/85
			426 / 426	11/9/85
		Benelux	346 / 346	11/26/84
			666116 / 400192	5/22/84
			788381 / 523436	11/6/92
		Bermuda	5635 / 10387	12/24/84
			5636 / 10388	12/24/84
		Brazil	811668398	8/15/84 / 3/25/86
			811668401	8/15/84 / 11/05/85
			815342861	1/15/90 / 5/5/92
		Brunei	18536 / 15094	12/21/88
			18535 / 15088	12/21/88
		Canada	541882 / 328072	5/13/85 / 5/29/87
		Cayman	1212902CAY	2/16/84
			1212903CAY	2/16/84
		Chile	352234 / 482958	8/14/96 / 3/24/97
			352235 / 482959	8/14/96 / 3/24/97
		China	93103685 / 754141	10/27/93 / 7/7/95
			9309224 / 774561	9/30/93 / 12/28/94
		Columbia	297622 / 136105	1/30/89 / 11/19/91
			297620 / 136104	1/30/89 / 11/19/91
			297621 / 5685	11/14/91
		Denmark	2333/84 / 1956-1985	4/26/84 / 7/12/85
		Egypt	64188	6/5/84 / 6/5/84
64189	6/5/84 / 6/5/84			
64190	6/5/84 / 6/5/84			
Finland	6004/84 / 105784	10/24/84 / 12/5/89		
France	700617/1272489	04/25/84/04/25/84		
Greece	77190/77190	05/25/84/05/25/84		
Hong Kong	2189/84/3/1987	02/16/92/02/16/84		
	2189A/84/2653/1986	02/16/84/02/16/84		
	9715/92/6282/97	04/02/92/04/02/92		
Hungary	1936/88/127732	09/13/88/09/13/88		

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Country</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
Dow Jones Markets, Inc.	Telerate	Iceland	278/1984/62/1985	06/01/84/03/05/85
		Indonesia	18187/88C/255643	11/29/88/11/21/89
		Ireland	1447/84/115232 1448/84/115233	02/16/84/02/16/84 02/16/84/02/16/84
		Israel	59085/59085 59086/59086 59087/59087 59088/59088	07/04/84/07/04/84 07/04/84/07/04/84 07/04/84/07/04/84 07/04/84/07/04/84
		Italy	34682-C/84/688.345	06/15/84/06/15/84
		Japan	59-043873/1872387	06/27/86
		Kenya	32149/32149 32148/32148	06/25/84/06/25/84 06/25/84/06/25/84
		Korea, South	10560/84/116321 10561/84/116322 757/84/5236	07/12/84/09/05/85 07/12/84/09/05/85 07/12/84/07/01/85
		Lebanon	146/72814/52301	09/26/88/09/26/88
		Malaysia	2613/84/84/02613	06/09/84/06/09/84
		Mexico	237282/338454 237283/312648 338398/307644 132177/460628 132179/424677	08/15/84/12/10/87 08/15/84/10/01/85 09/07/84/06/05/85 02/06/92/05/17/94 02/06/92/10/29/92
		Monaco	9998/94-15343	05/28/84/05/28/84
		New Zealand	183239/183239 152942/152942 183238/183238 152941/152941	05/02/88/05/02/88 05/25/84/05/25/84 05/02/88/05/02/88 05/25/84/05/25/84
		Norway	841437/128166	04/26/84/03/26/87
		Panama	044413	04/22/88
		Paraguay	6363/156772 6364/156834	04/03/92/09/10/92 04/03/92/09/15/92
		Philippines	66639/49083 66638.49155 66641/48743 66640.48623	01/09/89/09/07/90 01/09/89/09/07/90 01/09/89/08/03/90 01/09/89/07/18/90

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Country</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
Dow Jones Markets, Inc.	Telerate	Poland	Z-137052/98755	08/17/94/08/17/94
		Portugal	226041/226041 226042/226042 225431/225431 225432/225432	07/16/84/12/20/89 07/16/84/12/20/89 05/31/84/09/19/89 05/31/84/09/19/89
		Singapore	2311/84 2310/84 S/4000/92/4000/92	02/16/84 02/16/84 05/28/92
		South Africa	92/9494 92/9495	11/05/92 11/05/92
		Spain	1075804 1075805 1075806 1075807	07/12/84/10/05/85 07/12/84/07/05/85 07/12/84/02/04/84 07/12/84/09/17/85
		Sweden	84-3206/214224	04/24/84/07/07/89
		Switzerland	2113/341587 5861/1993.6/410420	04/19/84/04/19/84 04/01/93/04/01/93
		Taiwan	7337813/20202 7337811/283638	07/31/84/02/16/86 07/31/84/05/16/85
		Thailand	141020/KOR16303 141021/KOR16304	08/01/84/08/01/84 08/01/84/08/01/84
		United Arab Emi	5413/5837 5414/5838	03/09/94/07/14/96 03/09/94/07/14/96
		United Kingdom	1212902 1212903 1277540	02/16/84 02/16/84 10/01/86
		United States	72/396051/947397	06/28/71/11/14/72
		Uruguay	260025	01/20/93/07/16/93
		Venezuela	2518-92	02/13/92
		Vietnam	17847/14547	04/22/94/12/07/94
Dow Jones Markets, Inc.	Telerate (in Chinese)	Taiwan	81039281/62540	08/06/92/03/01/93
Dow Jones Markets, Inc	Telerates	Paraguay	21077/169660	10/12/93/07/12/94
Dow Jones Markets, Inc	Telerate and Swoosh Design	Korea, South	96-12408/378892 96-12409/370531	03/29/96/10/21/97 03/29/96/07/25/97

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Country</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
Dow Jones Markets, Inc	Telerate and Design	South Korea	96-3281	3/29/96
		Brazil	815438664	3/29/90 / 2/18/92
			815438656	3/29/90 / 2/18/92
		Taiwan	84019612/727734	04/26/95/09/16/96
		United States	74/179712/1694156	06/25/91/06/16/92
Dow Jones Markets, Inc	Telerate Matrix & Design	Korea, South	89-3530/14000	04/18/91
Dow Jones Markets, Inc	Telerate Access Service France	France	891636/1438224	12/02/87/12/02/87
Dow Jones Markets, Inc	TDFP Telerate Digital Page Feed	United States	74/172648/1691933	06/03/91/06/09/92
			74/162594/1699403	05/01/91/07/07/92
Dow Jones Markets, Inc	Telerate Information Platform	Japan	52976/1991	5/24/91
		United States	74/120482/1740937	12/04/90/12/22/92
Dow Jones Markets, Inc	Telerate Interest Rate Index	United States	73/533065/1367065	04/19/85/10/22/85
Dow Jones Markets, Inc	Telerate Matrix	United States	74/121896/1743586	12/10/90/12/29/92
Dow Jones Markets, Inc	Telerate PDQ	United States	73/501866/1338392	10/01/84/05/28/85
Dow Jones Markets, Inc	Telerate Trading Assistant	United States	74/122374/1716406	12/10/90/09/15/92
Dow Jones Markets, Inc	Telerate Treasury 500	United States	74/176083/1705390	06/13/91-08/04/92
Dow Jones Markets, Inc	Advance Factor Service	United States	73/828354/1605925	09/29/89/07/10/90
Dow Jones Markets, Inc	Computrac Snap	United States	74/179659/1688884	06/25/91/05/26/92
Dow Jones Markets, Inc	Dataview	Canada	587656 / 345219	7/13/87 / 9/23/88
Dow Jones Markets, Inc	Dynoquote	Hong Kong	13827/92/688/97	07/24/92
			13826/92/1004/96	07/24/92
		Japan	111816	5/13/92
			139695	7/15/92
		Singapore	S/4134/92	6/2/92
			S/4135/92/S/4135/92	06/02/92
Dow Jones Markets, Inc	Easyfactor	United States	74/207086/1714483	09/25/91/09/08/92
Dow Jones Markets, Inc	Intra Day Analyst	United States	74/179799/1742829	06/25/91/12/29/92
Dow Jones Markets, Inc	Marketfeed	United Kingdom	1436889/B1436889	08/22/90/08/22/90
		United States	73/668524/1479136	06/25/87/03/01/88
Dow Jones Markets, Inc	Market Limit	Canada	569539 / 350966	9/19/86 / 2/10/89
		United States	73/601421/1443513	05/30/86/06/16/87
Dow Jones Markets, Inc	Market Monitor	Canada	569540 / 350967	9/19/86 / 2/10/89
		United States	73/601419/1447863	05/30/86/07/14/87

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Country</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
Dow Jones Telerate, Inc.	Telerate Money Market Index (active & registered)	USA	73/064965/1079821	10/3/75 12/20/77
Dow Jones Telerate, Inc.	Telerate International Quotations (cancelled)	USA	74/062902/1644634	5/24/90 / 5/14/91
Dow Jones Telerate, Inc.	Market Access (cancelled)	USA	73/647343/1526547	3/2/87 2/28/89
Dow Jones Markets, Inc	Marketlan	Canada	615283 / 359707	9/19/88 / 8/25/89
Dow Jones Markets, Inc	Multiport	Canada United States	569537 / 331400 73/601426/1471233	9/19/86 / 8/28/87 05/30/86/01/05/88
Dow Jones Markets, Inc	Number One in Numbers	United States	74/175143/1696478	06/11/91/06/23/92
Dow Jones Markets, Inc	Option Chain	Canada United States	659542 / 347621 73/601420/1443512	9/19/86 / 11/10/88 05/30/86/06/16/87
Dow Jones Markets, Inc	Profitmaker	France Japan	206915/1605646 42408/1990/2607106	05/03/90/05/03/90 04/12/90/12/24/93
Dow Jones Telerate Systems, Inc.	Proftmaker (cancelled)	United States Japan	74/025947/1662925 42409/1990/254988	2/5/90 / 10/29/91 04/12/90/06/30/93
Dow Jones Markets, Inc	Quick Chart	Canada	569538 / 348314	9/19/86 / 11/25/88
Dow Jones Markets, Inc	Quick Quote	Canada	581882 / 338025	4/13/87 / 3/11/88
Dow Jones Markets, Inc	Tactician	United States	73/656051/1601939	04/20/87/06/19/90
Dow Jones Markets, Inc	Teletrac	Community Trade Canada Hong Kong  Mexico  Switzerland  Taiwan  United Kingdom  United States	209932 691912 / 422191 9878/91/1515/93 9717/92/8665/94  132178/424676  7498/1991.9/393672 5860/1993.4/410419 80-56709/66944 1481860 73/607083/1427335 74/223283/1761669	4/1/96 11/8/91 / 1/21/94 12/31/91/12/31/91 04/02/92/04/04/92  02/06/92/10/29/92  11/07/91 04/01/93 12/11/91/11/01/93 10/30/91 06/30/86/02/03/87 11/19/91/03/30/93
Dow Jones Markets, Inc.	Teletrac (Stylized)	Japan	114735/1991 114736/1991/2688068	11/06/91 11/06/91/07/29/94
Dow Jones Markets, Inc	Trademaker	France	206916/1605647	05/03/90/05/03/90
Dow Jones Markets, Inc	Tradeplan	United States	73/477306/1357733	04/26/84/09/03/85

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Country</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
Dow Jones Markets, Inc	TTS	United States	74/173926/1696477	06/03/91/06/23/92
Dow Jones Markets, Inc	Ultronic Videomaster	Canada	321170 / 166853	3/31/69 / 12/12/69
Dow Jones Telerate Systems, Inc.	Dealmaker (abandoned)	United States	74/125311	12/20/90
Dow Jones Telerate, Inc.	Dealmaker (abandoned)	United States	74/344829	12/30/92
Dow Jones Telerate, Inc.	Teleres (abandoned)	United States	74/551390	7/20/94
Dow Jones Telerate, Inc.	Telerate Concierge (abandoned)	United States	74/555175	7/29/94
Dow Jones Telerate, Inc.	(Design Only) (abandoned)	United States	74/596515	11/8/94
Dow Jones Telerate, Inc.	TIQ (cancelled)	United States	74/126592/1661086	12/21/90 / 10/15/91
Dow Jones Telerate Software, Inc.	Compu Trac (cancelled)	United States	73/729652/1573790	5/20/88 / 12/26/89
Dow Jones Telerate Software, Inc.	Compu Trac (cancelled)	United States	73/729559/1582290	5/20/88 / 2/13/90



SCHEDULE 1.3(b) TO  
PLEDGE AND SECURITY AGREEMENT

Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention</u>	<u>Inventor</u>
5,168,446	December 1, 1992	System for Conducting Processing Spot Commodity Transaction	James W. Wiseman
5,220,219	June 15, 1993	Electronically Controlled Variable Gain Amplifier	Andrew C. Barber

Patents Pending:

None

U.S Copyright and Mask Works:

<u>Copyright</u>	<u>Registration No.</u>	<u>Date of Issue</u>	<u>Registered Owner</u>
Telerate Financial Information System	TX3787-974	July 22, 1994	Dow Jones Telerate, Inc.
Telerate Financial Information System	TX3787973	July 11, 1994	Dow Jones Telerate, Inc.
Dow Jones Financial Information System			
True Investment Facts	TX2212754	November 20, 1987	Indepth Data, Inc.
EquityIndepth	TX2212708	November 20, 1987	Indepth Data, Inc.
Access and Analysis Software	TX2096462	June 11, 1987	Indepth Data, Inc.
Insight Information, Inc.	TX2096459	March 28, 1987	Indepth Data, Inc.

Foreign Copyright and Mask Works:

None

Pending U.S Copyright and Mask Works:

None

Pending Foreign Copyright and Mask Works:

None

PLEDGE SUPPLEMENT

This PLEDGE SUPPLEMENT, dated \_\_\_\_\_, is delivered pursuant to the Pledge and Security Agreement, dated as of May 29, 1998 (as it may be from time to time amended, modified or supplemented, the "*Security Agreement*"), among Bridge Information Systems, Inc., the other Debtors named therein, and Harris Trust and Savings Bank, as Secured Party. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Subject to the terms and conditions of the Security Agreement, Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to [the Securities Collateral listed on Supplemental Schedule [1.1(a)] [1.1(d)] [1.1(f)] attached hereto] [and] [the Intellectual Property Collateral listed on Supplemental Schedule [1.3(a)] [1.3(b)] [1.3(c)] attached hereto] the following, in each case whether now or hereafter existing or in which Debtor now has or hereafter acquires an interest and wherever the same may be located. All such [Securities Collateral] [and] [Intellectual Property Collateral] shall be deemed to be part of the Collateral and hereafter subject to each of the terms and conditions of the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of \_\_\_\_\_.

[DEBTOR]

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

ACKNOWLEDGMENT OF PLEDGE

This ACKNOWLEDGMENT OF PLEDGE, dated \_\_\_\_\_, is delivered to Harris Trust and Savings Bank, as Secured Party, pursuant to the Pledge and Security Agreement, dated as of \_\_\_\_\_, (as it may be from time to time amended, modified or supplemented, the "*Security Agreement*"), among Bridge Information Systems, Inc., the other Debtors named therein, and Secured Party. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

[NAME OF ISSUER], a \_\_\_\_\_ ("*Issuer*"), hereby acknowledges receipt of a conformed copy of the Security Agreement and (a) consents to the terms thereof, and (b) confirms that a pledge of all of [NAME OF APPLICABLE DEBTOR]'s right, title and interest in, to and under the security referred to below has been registered or otherwise duly noted in the books and records of Issuer in the name of Secured party as follows:

1. Security: [Describe Interest]
2. Number of Shares, Units or other Interests Pledged: [\_\_\_\_\_]
3. Registered Owner: [Name of Debtor]
4. Taxpayer Identification No. of Registered Owner, if any: [\_\_\_\_\_]
5. Registered Pledgee: Harris Trust and Savings Bank, as Secured Party
6. Taxpayer Identification No. of Registered Pledgee: [\_\_\_\_\_]
7. Date of Registration of Pledgee: [\_\_\_\_\_]

Issuer hereby represents and warrants that there are no Liens, restrictions or adverse claims as to which Issuer has a duty pursuant to Section 8-403 of the UCC to which such Security is or may be subject, other than Permitted Liens.

Issuer hereby agrees, at the request of Secured Party and at the sole cost and expense of Issuer, to register any further pledge or transfer of such Security effected in the manner contemplated by the Security agreement and promptly furnish to Secured party and any such pledgee or transferee any statement contemplated by Section 8-408 of the UCC.


IN WITNESS WHEREOF, Issuer has caused this Acknowledgment of Pledge to be duly executed and delivered by its duly authorized officer as of the date above first written.

[ISSUER]

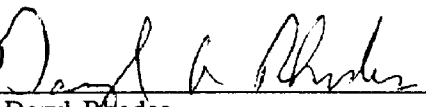
By: \_\_\_\_\_  
Title:

IN WITNESS WHEREOF, each Debtor and Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


**BRIDGE INFORMATION SYSTEMS, INC.,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

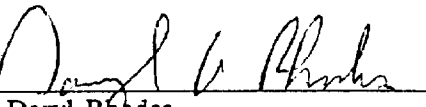
**DOW JONES MARKETS, INC.,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

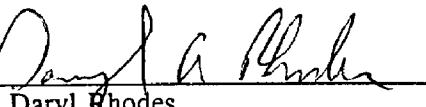
**BRIDGE COMMODITY RESEARCH BUREAU, INC.,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

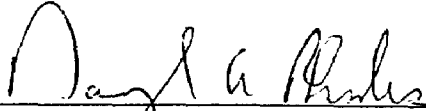
**BRIDGE DATA COMPANY,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

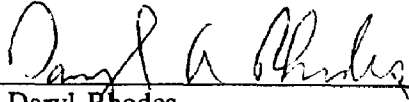
**BRIDGE INTERNATIONAL HOLDINGS, INC.,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

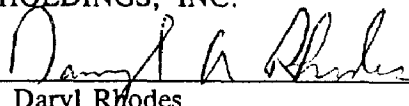
**BRIDGE INFORMATION SYSTEMS AMERICA, INC.,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

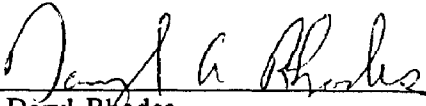
**EJV HOLDINGS, INC.,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

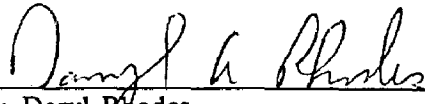
**EJV PARTNERS, L.P.,**  
as a Debtor

By: EJV HOLDINGS, INC.  
By   
Name: Daryl Rhodes  
Title: Executive Vice President

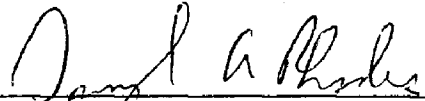
**BRIDGE HOLDINGS (U.K.), INC.,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

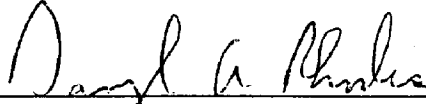
**BRIDGE FINANCIAL AEA, INC.,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

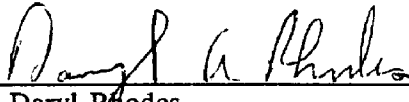
**BRIDGE INVESTMENTS, LTD.,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

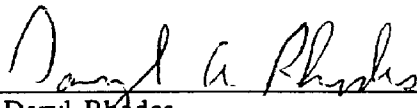
**BRIDGE NEWS INTERNATIONAL, INC.,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

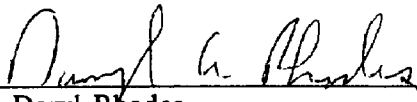
**BRIDGE INFORMATION SYSTEMS INTERNATIONAL, INC.,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

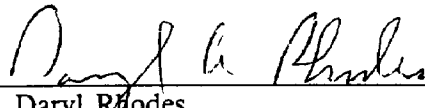
**DOW JONES MARKETS HOLDINGS, INC.,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

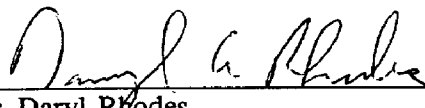
**DOW JONES MARKETS PUERTO RICO, INC.,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

**DOW JONES MARKETS FINANCIAL  
INFORMATION SERVICES, INC.,**  
as a Debtor

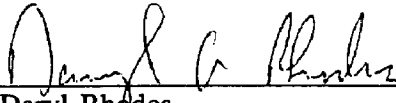
By   
Name: Daryl Rhodes  
Title: Executive Vice President

**DOW JONES MARKETS SYSTEMS, INC.,**  
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

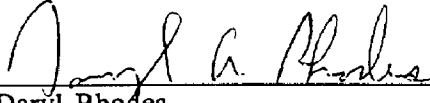
**TELERATE FINANCIAL SERVICES CO.**

as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

**DOW JONES MARKETS INTERNATIONAL INC.,**

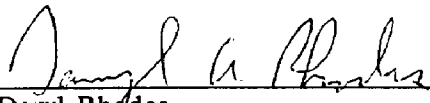
as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

**DOW JONES MARKETS INTERNATIONAL COMPANY,**

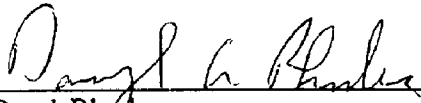
as a Debtor

By: DOW JONES MARKETS INTERNATIONAL INC.

By   
Name: Daryl Rhodes  
Title: Executive Vice President

**INDEPTH DATA INC.,**

as a Debtor

By   
Name: Daryl Rhodes  
Title: Executive Vice President

**HARRIS TRUST AND SAVINGS BANK,**

as Secured Party

By \_\_\_\_\_  
Name: Stephen Gray  
Title: Vice President



**TELERATE FINANCIAL SERVICES CO.**  
as a Debtor

By \_\_\_\_\_  
Name: Daryl Rhodes  
Title: Executive Vice President

**DOW JONES MARKETS INTERNATIONAL INC.,**  
as a Debtor

By \_\_\_\_\_  
Name: Daryl Rhodes  
Title: Executive Vice President

**DOW JONES MARKETS INTERNATIONAL COMPANY,**  
as a Debtor

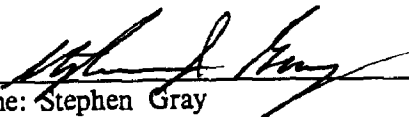
By: DOW JONES MARKETS INTERNATIONAL INC.

By \_\_\_\_\_  
Name: Daryl Rhodes  
Title: Executive Vice President

**INDEPTH DATA INC.,**  
as a Debtor

By \_\_\_\_\_  
Name: Daryl Rhodes  
Title: Executive Vice President

**HARRIS TRUST AND SAVINGS BANK,**  
as Secured Party

By  \_\_\_\_\_  
Name: Stephen Gray  
Title: Vice President