

12-17-1998

HEET

U.S. Department of Commerce
Patent and Trademark Office



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100924419

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

1. Name of conveying Party(ies):
Cambridge Scientific Abstracts, Limited Partnership

- Individual(s)
- General partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional Name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date:

May 21, 1996

2. Name and address of receiving Party(ies)

Name: MCG Finance Corporation

Internal Address: c/o Bryan J. Mitchell

Street Address: 1100 Wilson Boulevard, Suite 800

City: Arlington State: VA ZIP: 20009

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

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

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No's

2,074,693
2,074,708
2,074,342

Additional numbers attached? Yes No

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

Name: Dana E. Stern

Internal Address: Bryan Cave LLP

Street Address:

700 13th Street, N.W., Suite 700

City: Washington

State: DC

ZIP: 20005

6. Total Number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account number:

(Attach) duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. State 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.

Dana E. Stern

December 7, 1998

Name of Person Signing

Signature

Date

Total number of pages including this cover sheet and any attachments: 12

OMB No. 0651-0011 (exp. 4/94)

12/14/1998 JSN:DAZZ 00000249 2074693

Do not detach this portion

01 FC:481
02 FC:482

40.00 OP
50.00 OP

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 1826 FRAME: 0898

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of May 21, 1996, by **CAMBRIDGE SCIENTIFIC ABSTRACTS, LIMITED PARTNERSHIP** (including any successor or permitted assignee thereof, "Grantor"), in favor of **SIGNET BANK** (including any successor, participant, assignee or transferee thereof, "Lender").

R E C I T A L S

WHEREAS, Grantor, and Cambridge Information Group, Inc., and HRIN Corporation, and Materials Information Corporation (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Lender for a credit facility consisting of a line of credit arrangement pursuant to which up to \$7.2 million can be borrowed from time to time on a senior secured basis, and which line of credit in part may be converted to a term loan credit upon maturity of the line of credit; and

WHEREAS, pursuant to that certain Amended and Restated Credit Facility Agreement by and among Borrowers and Lender dated as of May 21, 1996 (as may be amended from time to time, "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Amended and Restated Security Agreement by and between Grantor and Lender dated as of May 21, 1996 (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Lender; and

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

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

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

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

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interest in the Collateral.

3. Assignment. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Lender.

4. Power of Attorney. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C

hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. At such time as all of the obligations secured hereby have been completely satisfied (unconditionally and indefeasibly) and any period during which any payments under any of the Loan Documents are subject to challenge or return has expired, Lender (at Grantor's request and expense) will execute and deliver to Grantor (without representation, warranty or recourse of any kind) an instrument, in writing, releasing the security interest in the Collateral acquired under this IP Security Agreement, subject to any disposition thereof which may have been made by Lender pursuant to this IP Security Agreement, the Security Agreement or the Credit Agreement.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

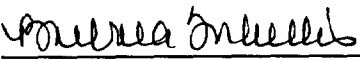
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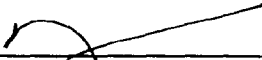
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST/WITNESS:

CAMBRIDGE SCIENTIFIC ABSTRACTS,
LP (Grantor)

BY: Cambridge Information Group, Inc.
(Sole General Partner of Grantor)

By: 
Name: Barbara Inkellis
Title: Secretary

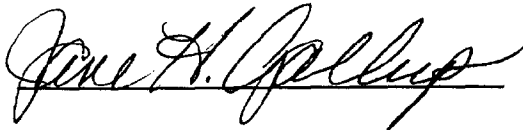
By: 
Name: Robert N. Snyder
Title: President

[CORPORATE SEAL]

Address: 7200 Wisconsin Avenue
Bethesda, MD 20814

Facsimile: (301) 961-6970

WITNESS:



SIGNET BANK (Lender)

By: 
Bryan J. Mitchell, Sr. Vice President

Address: 7799 Leesburg Pike
Suite 500
Falls Church, Virginia 22043

Facsimile: (703) 506-9712

140710

ACKNOWLEDGEMENT

STATE OF Maryland :
 : SS
COUNTY OF Montgomery :

Before me, the undersigned, a Notary Public, on this 21st day of May, 1996, personally appeared **Robert N. Snyder** and **Barbara Inkellis** to me known personally, who, being by me duly sworn, did each separately say that he/she is the President and Secretary (respectively, as appropriate) of **Cambridge Scientific Abstracts, Limited Partnership** and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said Cambridge Information Group, Inc. by authority of its Board of Directors, and the said President and Secretary each acknowledged said instrument to be his/her free act and deed.

Paula M. Velez
Notary Public

My Commission Expires: 5/1/99

ACKNOWLEDGEMENT

City
STATE OF Washington :
District
COUNTY OF Columbia : SS
:

Before me, the undersigned, a Notary Public, on this 21st day of May, 1996, personally appeared **Bryan J. Mitchell**, to me known personally, who, being by me duly sworn, did say that he is the **Senior Vice President of Signet Bank**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **Signet Bank** by authority of its Board of Directors (through its Credit Committee), and the said Bryan J. Mitchell acknowledged said instrument to be his free act and deed.

Julia E. Wurdson
Notary Public

My Commission Expires: 1-2-00

SCHEDULE A

3.5A Intellectual Property: CSA publishes many different abstracts journals, databases and other publications. These are all copyrighted by CSA (with the exception of the ASFA series and Ei series, as described below), and a notation to this effect is placed on the print product, the CD-ROM, the Internet Database Service, Environmental RouteNet, the online product, etc., as appropriate. CSA's databases are compilations, combinations, and subsets in electronic format of its print products. Some of these electronic compilations are five year products, some are ten year products, and some date back 20 and 30 years.

CSA regularly deposits with the Library of Congress its print publications, and when the Library of Congress specifically requests it, deposits electronic versions of its databases as well. CSA does not register its publications with the Library of Congress, however.

CSA's Aquatic Sciences & Fisheries ("ASFA") series, consisting of ASFA 1: Biological Sciences & Living Resources; ASFA 2: Ocean Technology, Policy & Non-Living Resources; ASFA 3: Aquatic Pollution & Environmental Quality; ASFA Aquaculture Abstracts; and ASFA Marine Biotechnology Abstracts, is produced under license from the Food and Agriculture Organization ("FAO"). FAO owns the copyright in the ASFA publications, on behalf of the ASFA Advisory Board. CSA is a member of the ASFA Advisory Board, by virtue of its license agreement with the FAO.

CSA's Computer Science & Engineering series, consisting of Computer & Information Systems Abstracts, Electronics & Communication Abstracts, Mechanical Engineering Abstracts, and Solid State/Superconductivity Abstracts, is produced in cooperation with Engineering Information, Inc. ("Ei"). Ei owns the copyright to the data contained in the Computer Science & Engineering publications from 1993 to the present. CSA also produces two other databases, Bioengineering and Environmental Engineering, with data from Ei. Ei owns the copyright in all that information as well.

CSA has arrangements with Elsevier Science BV and Academic Press whereby those companies deliver to CSA bibliographic citations and abstracts meeting certain criteria for inclusion in CSA's products. CSA acknowledges that the suppliers own the copyright in their records but once paid for, CSA is free to use them in perpetuity.

No Borrower owns any patents.

HRIN owns search and retrieval software for the HRIN system called "Golden Retriever." This software is a trade secret and was developed in the summer of 1993. HRIN also licenses two customized software packages, Praxis International and GEJACK. These are accounting packages licensed to the Alpha 2100 unit.

CSA licenses WAIS search and retrieval software for the Internet Database Service. It has customized this software for its customers' use. CSA has also customized Basis Plus and Versa Comp software for the editorial production system, and Paradox for customer service. Finally, CSA has developed software to create magnetic tapes of the various databases that it sends to customers.

In addition to the WAIS, Basis Plus, Versa Comp and Paradox software mentioned above, CSA licenses STAR, Alta Vista, Netscape Enterprise Server, Digital Unix, Sun Solaris, Windows 95, and Novell Network software, as well as programs typical for office use.

When an employee commences employment, he or she must sign an Employee Agreement that assigns all work product to the company that he or she works for and requires confidentiality.

SCHEDULE B

None.

SCHEDULE C

CSA owns the following trademarks and service marks:

Registration Number	Registration Date	Trademark
959,583	05/22/73	POLLUTION ABSTRACTS
1,232,342	03/22/83	TOXICOLOGY ABSTRACTS
1,234,079	04/05/83	CONFERENCE PAPERS INDEX
1,242,026	06/14/83	CALCIFIED TISSUE ABSTRACTS
1,242,028	06/14/83	AQUATIC SCIENCES AND FISHERIES ABSTRACTS
1,242,030	06/14/83	CHEMORECEPTION ABSTRACTS
1,242,031	06/14/83	ECOLOGY ABSTRACTS
1,242,032	06/14/83	MICROBIOLOGY ABSTRACTS
1,242,033	06/14/83	ENTOMOLOGY ABSTRACTS
1,242,034	06/14/83	GENETICS ABSTRACTS
1,242,029	06/14/83	ASFA
1,242,775	06/21/83	ANIMAL BEHAVIOUR ABSTRACTS
1,243,548	06/28/83	OCEANIC ABSTRACTS
1,243,836	06/28/83	ISMEC
1,247,660	08/09/83	IMMUNOLOGY ABSTRACTS
1,542,517	06/06/89	VIROLOGY & AIDS ABSTRACTS
1,568,066	11/28/89	COMPACT CAMBRIDGE
1,831,135	4/19/94	ASFA
1,832,635	4/26/94	AQUATIC SCIENCES & FISHERIES ABSTRACTS
1,897,340	6/6/95	POLLUTION ABSTRACTS
1,943,798	12/26/95	ISMEC
2,015,133	11/12/96	ENVIRONMENTAL ROUTENET
1,248,898	8/23/83	METALS ABSTRACTS
1,257,523	11/15/83	ALLOYS INDEX
1,400,950	7/15/86	METADEX
1,434,711	3/31/87	POLYMERS/CERAMICS/ COMPOSITES ALERT
1,446,345	7/7/87	STEELS ALERT
1,492,750	6/14/88	ENGINEERED MATERIALS ABSTRACTS
1,896,185	5/30/95	NONFERROUS METALS ALERT
1,656,816	9/10/91	SEARCH-IN-PRINT
* 2,074,693	6/24/97	ADVANCED POLYMERS ABSTRACTS
* 2,074,708	6/24/97	COMPOSITES INDUSTRY ABSTRACTS
* 2,074,342	6/24/97	SEARCHMORE

The reason why some of the names listed above appear more than once is that CSA has trademarked the names in different media.

HRINC owns the following trademarks and service marks:

Registration Number	Registration Date	Trademark
1,828,524	3/29/94	HRIN
1,838,819	6/7/94	THE HUMAN RESOURCE INFORMATION NETWORK

One trademark application for a trademark is currently pending at the Patent and Trademark Office: Materials Business File, serial number 75-265,961. *

The former owner of the SOCABS assets submitted eleven trademark applications in late 1997 to the US Patent and Trademark Office. None of these has been acted on as yet. SOCABS is in the process of filing the necessary paperwork to transfer the applications to its name. The applications are as follows:

Serial Number	Trademark
75/395,871	SAI WEB SEARCH SERVICE
75/396,045	SOCIOSEARCH
75/396,048	SOCIOLOGY*EXPRESS
75/396,049	LLBA DISC
75/395,872	SOCIOFILE
75/396,721	LINGUISTICS AND LANGUAGE BEHAVIOR ABSTRACTS
75/396,475	SOPODA
75/396,476	SA
75/396,724	SOCIOLOGICAL ABSTRACTS
75/396,474	LLBA
75/396,473	SOCIAL PLANNING/POLICY & DEVELOPMENT ABSTRACTS