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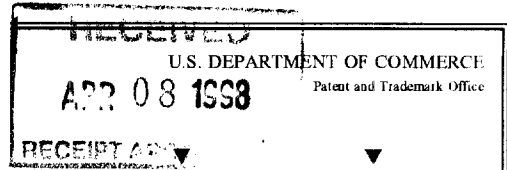
FORM PTO-1594
1-31-92

4-8-98
1-4-99

RE



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

1. Name of conveying party(ies): McCarthy, Crisanti & Maffei, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (New York)
- Other _____

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

3. Nature of conveyance:

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

Execution Date: February 11, 1998

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent
 Internal Address: _____
 Street Address: 200 Jericho Quadrangle
 City: Jericho State: New York ZIP: 11753

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation 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) See attached Schedule 1

B. Trademark Registration No.(s) See attached Schedule 1

Additional numbers attached? Yes No

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

Name: Raymond M. Maiello, Esq.

Internal Address: Simpson Thacher & Bartlett

08/12/1998 DNGUYEN 00000092 75162722

01 FC:481 40.00 OP
 02 FC:482 275.00 OP
 03 FC:998 10.00 OP

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41): \$490

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Raymond M. Maiello, Esq.
Name of Person Signing

[Signature]
Signature

April 7, 1998
Date

Total number of pages comprising cover sheet: 26

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

04/15/1998 TTON11 0000025 75162722
 01 FC:481 40.00 OP
 02 FC:482 275.00 OP

TRADEMARK
REEL: 1836 FRAME: 0937

MCCARTHY, CRISANTI & MAFFEI, INC.
TRADEMARKS

DOCKET NO.	ACTIONS	DATE DUE	ORIG. APP. #	APP. DATE	1ST USE	ORIG. REG. #	REG. DATE	CLASS	TRADEMARK
31513US01	815	22JUL2003	75/162722	09SE1996		2081665	22JUL1997	016	CORPORATEMATCH
31514US01	USE	07AP1998	75/162723	09SE1996				042	TRADEMATCH
31603CT01			440198	08JAL1997				016 036 042	MONEYMATCH
31684CT01			439869	08JAL1997				016 036 042	CORPORATEMATCH
31685CT01			439786	08JAL1997				036 042	CURRENCYMATCH
31686CT01			440230	08JAL1997				042	STREET TALK
31687CT01			559120	04JE1997				036 042	EUROMATCH
31688CT01			572750	10JUL1997				036 042	PX OPTIONMATCH
31689CT01			572784	10JUL1997				036 042	YIELDMATCH
31759US01			75/313633	23JE1997				036 042	PX OPTIONMATCH
31775US01			75/297138	23MY1997				036 042	EUROMATCH
31804US01			75/310905	18JE1997				036 042	OPTIONSMATCH

* Class 16 - Paper Goods and Printed Matter
Class 36 - Insurance and Financial Services
Class 42 - Miscellaneous Service Marks

MCCARTHY, CRISANTI & MAFFEI, INC
TRADEMARKS

DOC#BT NO.	ACTIONS	DATE DUE	ORIG. APP. #	APP. DATE	1ST USE	ORIG. REG. #	REG. DATE	CLASS	TRADEMARK
08T015	RNL	22JL2006	568658	15NO1985	06AP1984	1402590	22JL1986	042	BONDSCAN
08T016	RNL	16AP2005	491003	23JL1984	05AP1982	1331406	16AP1985	042	CORPORATEWATCH
08T018	RNL	12AP2008	73/677384	10AU1987	01JL1987	1484594	12AP1988	036	CURRENCYWATCH
08T019	RNL	29SE2007	73/639975	15JA1987	01FE1982	1459532	29SE1987	036	MCM
08T020	RNL	01MR2008	587707	13MR1986	01DE1985	1478652	01MR1988	016	MCM & DESIGN
08T021	RNL	02NO2002	333717	22OC1981	16JE1981	1215234	02NO1982	036	MONEYWATCH
08T023	RNL	04JB2005	499138	13SE1984	05AP1982	1339701	04JE1985	042	STREET TALK
08T024	RNL	29OC2005	534590	29AP1985	25MR1985	1368381	29OC1985	042	YIELDWATCH
91T038	015	21DE1999	74/379813	19AP1993	01JL1987	1812564	21DE1993	042	CURRENCYWATCH
91T039	015	14DE1999	74/380271	19AP1993	01JA1980	1811326	14DE1993	042	MONEYWATCH
30393US01	015	03OC2001	74/494279	25FE1994		1924610	03OC1995	016	TRADEWATCH
30418US01	015	01AU2001	74/538627	16JB1994		1908788	01AU1995	036	WE'RE WATCHING THE WORLD FOR YOU
30452US01			74/538565	16JE1994				042	BONDWATCH
30511US01	015	04FE2003	74/560950	15AU1994		2034754	04FE1997	042	DAILY MARKET TALK
30565US01	USB	19FB1998	74/582594	05OC1994				036	TRADEWATCH
30851US01			75/143848	30JL1996				036	CORPORATEWATCH INTERNATIONAL
30867US01	015	10JB2003	75/053499	05FE1996		2068956	10JE1997	036	YIELDWATCH
30868US01	015	16SE2003	75/053813	05PE1996		2096657	16SE1997	036	CORPORATEWATCH
31512US01			75/162721	09SE1996				016	MONTHWATCH

MCCARTHY, CRISANTI & MAPPRI, INC.
TRADEMARKS

DOCKET NO.	ACTIONS	DATE DUE	ORIG. APP. #	APP. DATE	1ST USE	ORIG. REG. #	REG. DATE	CLASS	TRADEMARK
31042US01								016 036 042	SWAPWATCH
31043US01			75/365730	30SE1997				016 036 042	EMERGING MARKETSWATCH

- * Class 16 - Paper Goods and Printed Matter
- Class 36 - Insurance and Financial Services
- Class 42 - Miscellaneous Service Marks

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 11, 1998, made by McCarthy, Crisanti & Maffei, Inc., a New York corporation (the "Grantor"), in favor of The Chase Manhattan Bank, a New York banking corporation ("Chase"), as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (collectively, the "Lenders"; individually, a "Lender") from time to time parties to the Credit Agreement, dated as of February 12, 1998 (as amended, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Global Decisions Group LLC, the Lenders, the Administrative Agent and Bank of America National Trust and Savings Association, as Documentation Agent.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower (as defined therein) upon the terms and subject to the conditions set forth therein; and

WHEREAS, it is a condition to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall execute and deliver this Agreement to the Administrative Agent for the ratable benefit of the Secured Parties (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

1. Defined Terms. (a) Unless otherwise defined herein, capitalized terms which are defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

(b) The following terms shall have the following meanings:

"Agreement": this Trademark Security Agreement, as the same may be amended, supplemented, waived or otherwise modified from time to time.

"Code": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Collateral": as defined in Section 2 of this Agreement.

"Default": a "Default" as defined in the Credit Agreement.

"Event of Default": an "Event of Default" as defined in the Credit Agreement.

"General Intangibles": as defined in Section 9-106 of the Code, including, without limitation, all Trademarks now or hereafter owned by the Grantor to the extent such Trademarks would be included in General Intangibles under the Code.

"Loan Documents": the collective reference to the "Loan Documents" as defined in the Credit Agreement.

"Loans": the collective reference to the "Loans" as defined in the Credit Agreement.

"Obligations": the Obligations (as defined in the Guarantee and Collateral Agreement) of the Grantor (without duplication).

"Proceeds": as defined in Section 9-306(1) of the Code.

"Revolving Credit Commitments": the collective reference to the "Revolving Credit Commitments" as defined in the Credit Agreement.

"Secured Parties": the collective reference to the Administrative Agent, the Lenders (including, without limitation, the Issuing Lender and the Swing Line Lender), any Affiliate of any Lender which has entered into any Permitted Hedging Arrangement with the Parent or any of its Subsidiaries, and their respective successors and assigns.

"Trademark Licenses": all United States written license agreements of the Grantor with any Person who is not an Affiliate or Subsidiary of the Grantor in connection with any of the Trademarks or such other Person's names or trademarks, whether the Grantor is a licensor or a licensee under any such agreement, including, without limitation, the license agreements listed on Schedule I hereto, subject, in each case, to the terms of such license agreements.

"Trademarks": all of the Grantor's right, title and interest in and to all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, United States trademark and service mark registrations, and United States applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I hereto, and including, without limitation, (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments

now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all other rights corresponding thereto in the United States and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers (Trademarks and Trademark Licenses being, collectively, the "Trademark Collateral").

(b) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(c) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(d) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to the Grantor, shall refer to the Grantor's Collateral or the relevant part thereof.

2. Grant of Security Interest. The Grantor hereby grants, subject to existing licenses granted by the Grantor in the ordinary course of business with respect to the Collateral (as hereinafter defined), to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor:

(i) all Trademarks;

(ii) all Trademark Licenses;

(iii) all General Intangibles connected with the use of or symbolized by the Trademarks; and

(iv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, that the foregoing grant of a security interest with respect to General Intangibles and Trademark Licenses shall not include a security interest in, and the Collateral shall not include, any Trademark License with or issued by Persons other than a Subsidiary of the Grantor that would otherwise be included in the Collateral to the extent that the grant by the

Grantor of such security interest is prohibited by the terms and provisions of the written agreement or document or instrument creating or evidencing such license or permit or Trademark License, or gives the other party thereto the right to terminate such Trademark License in the event of the grant of a security interest with respect thereto. All references in this Agreement to any of the property described in clauses (i) through (iv) of the preceding sentence, or to any Proceeds thereof, shall be deemed to be references to such property or Proceeds to the extent such property or Proceeds constitutes Collateral.

3. Representations and Warranties. The Grantor hereby represents and warrants to the Administrative Agent on behalf of the Secured Parties that:

(a) Power and Authority. As of the date hereof, the Grantor has the LLC or corporate power and authority, and the legal right, to make, deliver and perform its obligations under, and to grant the security interest in the Trademark Collateral to the extent provided in, and pursuant to, this Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance of, and grant of the security interest in the Trademark Collateral to the extent provided in, and pursuant to, this Agreement.

(b) Title; No Other Liens. As of the date hereof, except for the Liens granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the other Liens permitted to exist on the Collateral pursuant to the Loan Documents (including, without limitation, any Liens permitted to exist on the Collateral pursuant to subsection 8.3 of the Credit Agreement), the Grantor is (or, in the case of after-acquired Collateral, will be) the sole, legal and beneficial owner of the entire right, title and interest in and to the material Trademarks set forth on Schedule I hereto free and clear of any and all Liens. As of the date hereof, except as set forth on Schedule II hereto, no security agreement, financing statement or other public notice similar in effect with respect to all or any part of the Collateral is on file or of record in any public office (including, without limitation, the United States Patent and Trademark Office), except such as may have been filed in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Agreement or in respect of such Liens as may be permitted pursuant to the Loan Documents (including, without limitation, any Liens permitted to exist on the Collateral pursuant to subsection 8.3 of the Credit Agreement).

(c) Perfected First Priority Liens. (i) As of the date hereof, this Agreement is effective to create, as collateral security for the Obligations, valid and enforceable Liens on the Collateral in favor of the Administrative Agent, for the benefit of the Secured Parties, except as enforceability may be affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(ii) As of the date hereof, except with respect to Liens upon Trademarks and Trademark Licenses, which Liens, to the extent not otherwise perfected by the filing of financing statements under the Code in accordance herewith, would, in the case of Trademarks listed in Schedule I hereto, or may, in the case of Trademark Licenses listed in Schedule I hereto, be perfected upon the filing, acceptance and recordation thereof in the United States Patent and Trademark Office, upon filing of the financing statements delivered to the Administrative Agent by the Grantor on the Effective Date in the jurisdictions listed on Schedule 5.15 to the Credit Agreement (which financing statements are in proper form for filing in such jurisdictions) (and the recording of this Agreement in the United States Patent and Trademark Office, and the making of filings after the Effective Date in any other jurisdiction in the United States as may be necessary under any Requirement of Law) the Liens created pursuant to this Agreement will constitute valid and perfected Liens on the Collateral in the United States in favor of the Administrative Agent for the benefit of the Secured Parties, which Liens will be prior to all other Liens of all other Persons with respect to the Collateral, except for Liens permitted pursuant to the Loan Documents (including, without limitation, those permitted to exist pursuant to subsection 8.3 of the Credit Agreement), and which Liens are enforceable as such against all creditors of and purchasers (except to the extent that the recording of an assignment or other transfer of title to the Administrative Agent in the United States Patent and Trademark Office may be necessary for such enforceability) from the Grantor, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law) or by an implied covenant of good faith and fair dealing.

(d) Consents. No consent of any party (other than the Grantor) to any material Trademark License constituting Collateral is required, or purports to be required, to be obtained by or on behalf of the Grantor in connection with the execution, delivery and performance of this Agreement that has not been obtained. Each Trademark License constituting Collateral is in full force and effect and constitutes a valid and legally enforceable obligation of the Grantor and (to the knowledge of the Grantor) each other party thereto except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law) or by an implied covenant of good faith and fair dealing and except to the extent the failure of any such Trademark License constituting Collateral to be in full force and effect or valid or legally enforceable would not be reasonably expected, in the aggregate, to have a material adverse effect on the value of the Collateral (as such term is defined in the Credit Agreement). No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Trademark Licenses constituting Collateral by any party thereto other than those which have been duly obtained, made or performed and are in full force and effect and those the failure of which to make or obtain would not be reasonably expected, in the aggregate, to

have a material adverse effect on the value of the Collateral (as such term is defined in the Credit Agreement). Neither the Grantor nor (to the knowledge of the Grantor) any other party to any Trademark License constituting Collateral is in default in the performance or observance of any of the terms thereof, except for such defaults as would not reasonably be expected, in the aggregate, to have a material adverse effect on the value of the Collateral (as such term is defined in the Credit Agreement). Except for rights reserved in favor of the United States government, as required under law, the right, title and interest of the Grantor in, to and under each Trademark License constituting Collateral are not subject to any defense, offset, counterclaim or claim which would be reasonably expected, either individually or in the aggregate, to have a material adverse effect on the value of the Collateral (as such term is defined in the Credit Agreement).

(e) Schedule I is Complete; All Filings Have Been Made. Set forth in Schedule I is a complete and accurate list of all material Trademarks owned by the Grantor as of the date hereof. As of the date hereof, the Grantor will have made all necessary filings to protect and maintain its interest in the Trademarks set forth in Schedule I, including, without limitation, all necessary filings and payments of all maintenance fees, in the United States Patent and Trademark Office to the extent such Trademarks are material to the Grantor's business. Set forth in Schedule I is a complete and accurate list of all of the material Trademark Licenses owned by the Grantor as of the date hereof.

(f) The Trademarks and Trademark Licenses are Subsisting and Not Adjudged Invalid. As of the date hereof, each trademark registration and trademark application of the Grantor set forth in Schedule I is subsisting as of the date hereof, and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and, to the best of the Grantor's knowledge, is valid, registrable and enforceable. As of the date hereof, each of the Trademark Licenses set forth in Schedule I is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of the Grantor's knowledge, is valid and enforceable. As of the date hereof, the Grantor has notified the Administrative Agent in writing of all uses of any item of Trademark Collateral material to the Grantor's business of which the Grantor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Collateral.

(g) No Previous Assignments or Releases. As of the date hereof, the Grantor has not made an agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Collateral (except for any such assignment, sale, transfer or encumbrance terminated on or prior to the Effective Date or permitted under the Loan Documents). Except as permitted by the Loan Documents or as required by law, the Grantor has not granted any license, shop right, release, covenant not to sue, or non-assertion assurance to any Person with respect to any material part of the Collateral which would have a Material Adverse Effect.

(h) Proper Statutory Notice. The Grantor has marked its products with the trademark registration symbol ® or the common law trademark symbol ™, as the case may be, to the extent that it is reasonably and commercially practicable.

(i) No Knowledge of Claims Likely to Arise. Except for the Trademark Licenses listed in Schedule I hereto, the Grantor has no knowledge of the existence of any right or any claim (other than as permitted by this Agreement or the Loan Documents) that is likely to be made under or against any item of Collateral contained on Schedule I which would have a Material Adverse Effect.

(j) No Knowledge of Existing or Threatened Claims. No claim has been made and is continuing or, to the Grantor's knowledge, threatened that the use by the Grantor of any item of Collateral is invalid or unenforceable or that the use by the Grantor of any Collateral does or may violate the rights of any Person, which would have a Material Adverse Effect. To the Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Collateral contained on Schedule I hereto which would have a Material Adverse Effect.

The Grantor agrees that the foregoing representations and warranties shall be deemed to have been made by the Grantor on and as of each date on which an extension of credit is made by the Lenders to the Borrower under the Credit Agreement, in each case as though made by the Grantor on and as of each such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

4. Covenants. The Grantor covenants and agrees with the Administrative Agent and the other Secured Parties that, from and after the date of this Agreement until the payment in full of the Loans, the Reimbursement Obligations and to the extent then due and owing, all other Obligations, the termination of the Revolving Credit Commitments and the expiration, termination or return to the Issuing Lender of any Letters of Credit:

(a) Further Documentation; Pledge of Instruments and Chattel Paper. At any time and from time to time, upon the written request of the Administrative Agent or the Grantor, as the case may be, and at the sole expense of the Grantor, the Grantor or the Administrative Agent, as the case may be, will promptly and duly execute and deliver such further instruments and documents and take such further action as the Administrative Agent or the Grantor, as the case may be, may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby. The Grantor also hereby authorizes the Administrative Agent to file any such financing or continuation statement without the signature of the Grantor to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction. The Administrative Agent agrees to notify the Grantor and the Grantor agrees to notify the Administrative Agent of any financing or continuation statement filed by it pursuant to this Section

4(a), provided that any failure to give any notice shall not affect the validity or effectiveness of any filing.

(b) Indemnification and Expenses. The Grantor agrees to pay, and to save the Administrative Agent, the other Secured Parties and their respective agents, officers, directors and successors harmless from, any and all liabilities and reasonable costs and expenses (including, without limitation, reasonable legal fees and expenses) (i) with respect to, or resulting from, any delay by the Grantor in complying with any material Requirement of Law applicable to any of the Collateral, or (ii) in connection with any of the transactions contemplated by this Agreement, provided that such indemnity shall not, as to the Administrative Agent, any of the other Secured Parties or any of their respective agents, officers, directors and successors, be available to the extent that such liabilities, costs and expenses resulted from the gross negligence or willful misconduct of any of the same. In any suit, proceeding or action brought by the Administrative Agent or any other Secured Party under any of the Collateral for any sum owing thereunder, or to enforce this Agreement, the Grantor will save, indemnify and keep the Administrative Agent, such Secured Party and their respective agents, officers, directors and successors harmless from and against all expense, loss or damage suffered by reason of any defense or counterclaim raised in any such suit, proceeding or action, except to the extent such expense, loss or damage resulted from the gross negligence or willful misconduct of any of the same.

(c) Maintenance of Records. The Grantor will keep and maintain at its own cost and expense reasonably satisfactory and complete records of the Collateral, and shall mark such records to evidence this Agreement and the Liens and the security interests created hereby. For the Administrative Agent's and the other Secured Parties' further security, the Administrative Agent, for the benefit of the Secured Parties, shall have a security interest in all of the Grantor's books and records pertaining to the Collateral.

(d) Right of Inspection. Upon reasonable written advance notice to the Grantor and at reasonable intervals, or at any time and from time to time after the occurrence and during the continuation of an Event of Default, the Administrative Agent shall have reasonable access during normal business hours to all the books, correspondence and records of the Grantor relating to the Collateral, and the Administrative Agent and its representatives may examine the same, and to the extent reasonable take extracts therefrom and make photocopies thereof, and the Grantor agrees to render to the Administrative Agent, at the Grantor's reasonable cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

(e) Compliance with Laws, etc. The Grantor will comply in all material respects with all material Requirements of Law applicable to the Collateral or any part thereof, except to the extent that the failure to so comply would not be reasonably expected to materially adversely affect in the aggregate the Administrative Agent's or

the other Secured Parties' rights hereunder, the priority of their Liens on the Collateral or the value of the Collateral.

(f) Further Identification of Collateral. The Grantor will furnish to the Administrative Agent from time to time such statements and schedules further identifying and describing the Collateral, and such other reports in connection with the Collateral, as the Administrative Agent may reasonably request, all in reasonable detail.

(g) Security Interest in Any Newly Acquired Collateral. The Grantor agrees that, should it obtain an ownership interest in any material Trademark or enter into a Trademark License which is not now a part of the Collateral, (i) the provisions of Section 2 shall automatically apply thereto, (ii) any such Trademark and Trademark License shall automatically become part of the Collateral, and (iii) with respect to any ownership interest in any such Trademark or Trademark License that the Grantor should obtain or enter into, it shall give notice thereof to the Administrative Agent in writing, in reasonable detail, at its address set forth in the Credit Agreement within 45 days after the end of the fiscal quarter in which it obtains such ownership interest. The Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedules I and II (and will cooperate reasonably with the Administrative Agent in effecting any such amendment) to include on Schedule I any Trademark and Trademark License of which it receives notice under this Section, or to prepare and file with the United States Patent and Trademark Office a supplement to this Agreement to include any Trademark of which it receives notice to under this Section.

(h) Maintenance of the Trademark Collateral. Except as permitted in the Loan Documents, the Grantor agrees to take all reasonably necessary steps, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each trademark registration identified on Schedule I hereto, and (ii) pursue each trademark application now or hereafter identified in Schedule I hereto, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation, infringement and misappropriation proceedings, except, in each case in which the Grantor has reasonably determined that any of the foregoing is not of material economic value to it. Except as permitted in the Loan Documents, the Grantor agrees to take corresponding steps with respect to each new or acquired Trademark or application for Trademark registration, in each case, to which it is now or later becomes entitled, except in each case in which the Grantor has reasonably determined that any of the foregoing is not of material economic value to it. Any expenses incurred in connection with such activities shall be borne by the Grantor.

(i) Preservation and Protection of the Trademark Collateral. Except as provided in Section 4(k) hereof, the Grantor shall take all steps which it or the

Administrative Agent deems reasonably appropriate under the circumstances to preserve and protect its material Trademark Collateral.

(j) The Grantor Shall Not Abandon any Collateral. Except as permitted by the Loan Documents, the Grantor shall not abandon any United States trademark registration or any pending trademark application, in each case listed on Schedule I, without the written consent of the Administrative Agent, unless the Grantor shall have determined that such use or the pursuit or maintenance of such trademark registration or pending trademark application is not of material economic value to it, in which case, the Grantor will, at least annually, give notice of any such abandonment to the Administrative Agent in writing, in reasonable detail, at its address set forth in the Credit Agreement.

(k) Infringement of Any Collateral. In the event that the Grantor becomes aware that any item of the Collateral which the Grantor has reasonably determined to be material to its business is infringed or misappropriated by a third party, which infringement or misappropriation would reasonably be expected to have a Material Adverse Effect, the Grantor shall notify the Administrative Agent promptly and in writing, in reasonable detail, at its address set forth in the Credit Agreement, and shall take such actions as the Grantor or the Administrative Agent deems reasonably appropriate under the circumstances to protect such Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense incurred in connection with such activities shall be borne by the Grantor. The Grantor will advise the Administrative Agent promptly and in writing, in reasonable detail, at its address set forth in the Credit Agreement, of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Collateral which has a Material Adverse Effect.

(l) Use of Statutory Notice. The Grantor shall mark its products with the trademark registration symbol ® or the common law trademark symbol ™, as the case may be, to the extent that it is reasonably and commercially practicable.

(m) Limitation on Liens on Collateral. The Grantor will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is reasonably necessary to remove, any material Lien or material adverse claim on or to any of the Collateral, other than Liens created hereby and other than as permitted pursuant to the Loan Documents (including, without limitation, any Liens permitted to exist on the Collateral pursuant to subsection 8.3 of the Credit Agreement), and will defend the right, title and interest of the Administrative Agent and the other Secured Parties in and to any of the Collateral against the claims and demands of all Persons whomsoever, except where failure to defend would not have a Material Adverse Effect.

(n) Limitations on Dispositions of Collateral. Without the prior written consent of the Administrative Agent, the Grantor will not sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, the Collateral, or attempt, offer or contract to do so, except with respect to licenses in the ordinary course of business or as permitted by this Agreement or the Loan Documents.

(o) Notices. The Grantor will advise the Administrative Agent promptly and in writing, in reasonable detail, at its address set forth in the Credit Agreement, (i) of any Lien (other than Liens created hereby or permitted under the Loan Documents, including, without limitation, any Liens permitted to exist on the Collateral pursuant to subsection 8.3 of the Credit Agreement) on any Trademarks and (ii) of the occurrence of any other event which would reasonably be expected in the aggregate to have a material adverse effect on the aggregate value of the Collateral taken as a whole or the Liens created hereunder.

5. Administrative Agent's Appointment as Attorney-in-Fact.

(a) Powers. The Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent of the Administrative Agent, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be reasonably necessary or desirable to accomplish the purposes of this Agreement to the extent permitted by law, and, without limiting the generality of the foregoing, to the extent permitted by law, the Grantor hereby gives the Administrative Agent the power and right, on behalf of the Grantor, without notice to or assent by the Grantor, to do, at any time when an Event of Default has occurred and is continuing, the following:

(i) to execute and deliver any and all agreements, instruments, documents, and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's and the other Secured Parties' security interest in any of the Collateral and the goodwill of the Grantor relating thereto or represented thereby;

(ii) in the name of the Grantor or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any General Intangible (to the extent that the foregoing constitute Collateral) or with respect to any other Collateral and to file any claim or to take any other action or institute any proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under such General Intangible or with respect to any other Collateral whenever payable;

(iii) to pay or discharge Liens placed on the Collateral, other than Liens permitted under this Agreement or the other Loan Documents, including, without

limitation, any Liens permitted to exist on the Collateral pursuant to subsection 8.3 of the Credit Agreement; and

(iv) (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (B) to ask for, or demand, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against the Grantor with respect to any of the Collateral; (E) to settle, compromise or adjust any suit, action or proceeding described in clause (D) above and, in connection therewith, to give such discharges or releases as the Administrative Agent may deem appropriate; (F) subject to any pre-existing reserved rights or licenses, to assign any Trademark constituting Collateral (along with the goodwill of the business to which any such Trademark pertains), for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (G) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do, at the Administrative Agent's option and the Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems reasonably necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the other Secured Parties' Liens thereon and to effect the intent of this Agreement, all as fully and effectively as the Grantor might do.

The Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until the payment in full of the Loans, the Reimbursement Obligations and the other Obligations then due and owing, the termination of the Revolving Credit Commitments and the expiration, termination or return to the Issuing Lender of any Letters of Credit.

Anything in this Section 5.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 5.1(a) unless an Event of Default shall have occurred and be continuing.

(b) Other Powers. The Grantor also authorizes the Administrative Agent, from time to time if an Event of Default shall have occurred and be continuing, to execute, in connection with any sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on the Part of Administrative Agent or Secured Parties. The powers conferred on the Administrative Agent and the other Secured Parties hereunder are solely to protect the Administrative Agent's and the other Secured Parties' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any other Secured

Party to exercise any such powers. The Administrative Agent and the other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees, affiliates, agents or successors shall be responsible to the Grantor for any act or failure to act hereunder, except for gross negligence or willful misconduct of any of the same.

6. Performance by Administrative Agent of Grantor's Obligations. If the Grantor fails to perform or comply with any of its agreements contained herein and the Administrative Agent, as provided for by the terms of this Agreement, shall perform or comply, or otherwise cause performance or compliance, with such agreements, the reasonable expenses of the Administrative Agent incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due ABR Loans which are Term Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the Grantor, shall be payable by the Grantor to the Administrative Agent on demand, and the Grantor's obligations to make such payments shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that if an Event of Default shall occur and be continuing, (a) all Proceeds of any Collateral received by the Grantor consisting of cash, checks and other near-cash items shall be held by the Grantor in trust for the Administrative Agent and the other Secured Parties, segregated from other funds of the Grantor, and shall, forthwith upon receipt by the Grantor, be turned over to the Administrative Agent in the exact form received by the Grantor (duly indorsed by the Grantor to the Administrative Agent, if required), and (b) any and all such Proceeds received by the Administrative Agent (whether from the Grantor or otherwise) shall be held by the Administrative Agent for the benefit of the Secured Parties as collateral security for the Obligations (whether matured or unmatured), and/or then or at any time thereafter may, in the sole discretion of the Administrative Agent, be applied by the Administrative Agent against the Obligations then due and owing in the following order of priority:

FIRST, to the payment of all reasonable costs and expenses incurred by the Administrative Agent (including, without limitation, in its capacity as Credit Agreement Administrative Agent) in connection with this Agreement, the Guarantee and Collateral Agreement, the Credit Agreement, any other Loan Document or any of the Obligations, including, without limitation, all court costs and the reasonable fees and expenses of its agents and legal counsel, and any other reasonable costs or expenses incurred in connection with the exercise by the Administrative Agent (including, without limitation, in its capacity as Credit Agreement Administrative Agent) of any right or remedy under this Agreement, the Credit Agreement, or any other Loan Document;

SECOND, to the ratable satisfaction of all other Obligations; and

THIRD, to the Grantor or its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

8. Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Secured Parties, may exercise all rights and remedies of a secured party under the Code, and, to the extent permitted by law, all other rights and remedies granted to the Administrative Agent or any Secured Party in this Agreement and the other Loan Documents and in any other instrument or agreement securing, evidencing or relating to the Obligations. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances, to the extent permitted by law, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any other Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any other Secured Party shall have the right, to the extent permitted by law, upon any such sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Grantor, which right or equity is hereby waived and released. The Grantor further agrees, upon the occurrence and continuation of an Event of Default, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at the Grantor's premises or elsewhere. In the event of any sale, assignment, or other disposition of any of the Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included. The Administrative Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the other Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment and performance in whole or in part of the Obligations then due and owing, in the order of priority specified in Section 7 hereof, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, if any, including, without limitation, Section 9-504(1)(c) of the Code, need the Administrative Agent account for the surplus, if any, to the Grantor. To the extent permitted by applicable law, (a) the Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any other Secured Party arising out of the repossession, retention or sale of the Collateral, other than any such claims, damages and demands that may arise from the gross negligence or willful misconduct of any of them, and (b) if any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. The Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay in full the Loans, the Reimbursement Obligations, and, to the extent then due and owing, all other Obligations, including, without limitation, the reasonable fees and disbursements of

any attorneys employed by the Administrative Agent or any other Secured Party to collect such deficiency, as provided in the Credit Agreement.

9. Limitation on Duties Regarding Preservation of Collateral. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any other Secured Party, nor any of their respective directors, officers, employees, affiliates or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Grantor or any other Person.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are powers coupled with an interest and are irrevocable until the payment in full of the Loans, the Reimbursement Obligations and, to the extent then due and owing, all other Obligations, the termination of the Revolving Credit Commitments and the expiration, termination or return to the Issuing Lender of any Letters of Credit.

11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver; Cumulative Remedies. Neither the Administrative Agent nor any other Secured Party nor the Grantor shall by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any other Secured Party or the Grantor, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent, any other Secured Party or the Grantor of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent, such other Secured Party or the Grantor would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Agreement may be amended, supplemented, waived or otherwise modified except by a written instrument executed by the Grantor and the Administrative Agent, provided that, if requested by the Grantor, any provision of this Agreement for the benefit of the Administrative Agent and/or the other Secured Parties may be waived by the Administrative Agent in a written letter or agreement executed by the Administrative Agent or by telex or facsimile transmission from the Administrative Agent. This Agreement shall be binding upon and shall inure to the benefit of the Grantor and its successors and assigns, and the Administrative Agent and the other Secured Parties and their respective successors, indorsees, transferees and assigns, except that (other than in accordance with subsection 8.5 of the Credit Agreement) the Grantor shall not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

15. Notices. All notices, requests and demands to or upon the respective parties hereto shall be made in accordance with subsection 12.2 of the Credit Agreement. The Administrative Agent, the Secured Parties and the Grantor may change their respective addresses and transmission numbers for notices by notice in the manner provided in this Section 15.

16. Authority of Administrative Agent. The Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the other Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantor, the Administrative Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and the Grantor shall not be under any obligation to make any inquiry respecting such authority.

17. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

18. Release of Collateral and Termination. (a) This Agreement shall remain in full force and effect and be binding in accordance with and to the extent of its terms and the security interest created by this Agreement shall not be released until the payment in full of the Loans, the Reimbursement Obligations and the other Obligations then due and owing shall have occurred, the Revolving Credit Commitments shall have been terminated and any Letters of Credit shall have expired or been terminated or returned to the Issuing Lender, at which time the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert

to the Grantor, provided that if any payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any other Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Grantor or any other Loan Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or a trustee or similar officer for, the Grantor or any other Loan Party or any substantial part of its property, or otherwise, this Agreement, all rights hereunder and the Liens created hereby shall continue to be effective, or be reinstated, as though such payments had not been made. Upon request of the Grantor following any such termination, the Administrative Agent shall reassign (at the sole cost and expense of the Grantor) to the Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver (at the sole cost and expense of the Grantor) to the Grantor such documents as the Grantor shall reasonably request to evidence such termination and reassignment.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by the Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent shall execute and deliver to the Grantor (at the sole cost and expense of the Grantor) all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral.

19. Incorporation of Provisions of Guarantee and Collateral Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms, conditions and other provisions of which, in so far as they relate to the Collateral, such security interest and such rights and remedies, are incorporated by reference herein as if fully set forth herein. Nothing in this Agreement shall defer or impair the attachment or perfection of any security interest in any collateral described in the Guarantee and Collateral Agreement which would attach or be perfected pursuant to the terms of the Guarantee and Collateral Agreement without action by the Grantor or any other Person.

20. Interpretation. In the event of a conflict between any term of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

21. Integration. This Agreement and the other Loan Documents represent the entire agreement of the Grantor and the Administrative Agent with respect to the subject matter hereof and there are no promises or representations by the Grantor, the Administrative Agent or any other Secured Party relative to the subject matter hereof not reflected or referred to herein or therein.

22. Submission To Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgement in respect thereof, to the non-exclusive

general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Grantor or the applicable Secured Party, as the case may be, at the address referred to in Section 15 or at such other address of which the Administrative Agent and the Grantor shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

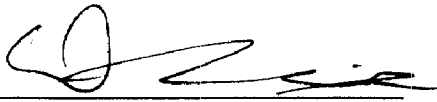
(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 22 any punitive damages.

23. WAIVER OF JURY TRIAL. THE GRANTOR AND THE ADMINISTRATIVE AGENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

24. Counterparts. This Agreement may be executed and acknowledged by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

McCARTHY, CRISANTI & MAFFEI, INC.

By: 
Title: *President and Chief Executive Officer*

ACKNOWLEDGED AND AGREED AS OF THE DATE HEREOF BY:

THE CHASE MANHATTAN BANK, as Administrative Agent

By: _____
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 11th day of February, 1998, before me personally came David
D. Nixon to me known, who, being by me duly sworn, did depose and say he resides
at 141 Campbell Road, Far Hills, New Jersey 07931
and that he is the President and CEO of McCarthy,
Crisanti & Maffei, Inc., the corporation described in and which executed the above
instrument; that he has been authorized to execute said instrument on behalf of said
corporation; and that he signed said instrument on behalf of said corporation pursuant to said
authority.


Notary Public

[Notarial Seal]

MARY C. CUSICK
Notary Public, State of New York
No. 03-5073624
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 3, 1999


IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

McCARTHY, CRISANTI & MAFFEI, INC.

By: _____
Title:

ACKNOWLEDGED AND AGREED AS OF
THE DATE HEREOF BY:

THE CHASE MANHATTAN BANK, as Administrative Agent

By:  _____
Title:

WILLIAM J. SCIANO
MANAGING DIRECTOR

EXISTING SECURITY INTERESTS

None.



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

DECEMBER 11, 1998

PTAS

SIMPSON THACHER & BARTLETT
RAYMOND M. MAIELLO, ESQ.
425 LEXINGTON AVENUE
NEW YORK, NEW YORK 10017



100791358A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 100791358

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. INSUFFICIENT FEE SUBMITTED, AUTHORIZATION TO CHARGE NOT GRANTED. ADDITIONAL FEE REQUIRED IS \$50 .

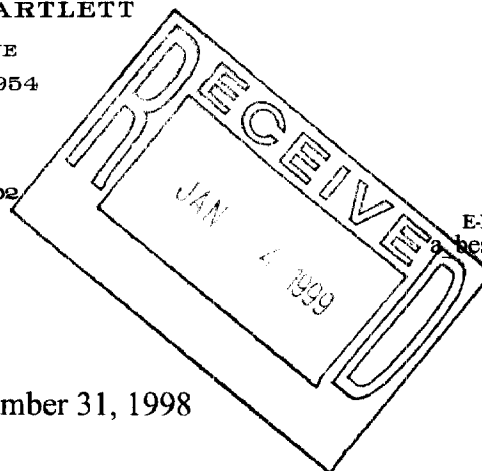
SHIRLIE SIMON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

**TRADEMARK
REEL: 1836 FRAME: 0963**

SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE (212) 455-2502



E-MAIL ADDRESS
bessey@stblaw.com

DIRECT DIAL NUMBER
(212) 455-3034

EXPRESS MAIL

December 31, 1998

Re: Response to Notice of Non-Recordation of Document 100791358A

Shirlie Simon, Examiner
U.S. Patent and Trademark Office
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis Hwy, Suite 320
Washington, DC 20231

Dear Ms. Simon:

Per our telephone conversation of this afternoon, I am resubmitting the enclosed document. Please note that a total of \$815 has been paid to cover the recordation of a Security Agreement in favor of The Chase Manhattan Bank, as Administrative Agent, covering 32 U.S. trademarks and trademark applications.

Please contact me at the above address if I can be of further assistance. I hope the appropriate filing may now be executed. Thank you for your assistance in this matter.

Respectfully submitted,

Anastasia E. Bessey
Legal Assistant

Enclosure

LONDON

HONG KONG

TOKYO

SINGAPORE

COLUMBUS

LOS ANGELES

TRADEMARK
REEL: 1836 FRAME: 0964

SIMPSON THACHER & BARTLETT

A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATIONS

425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

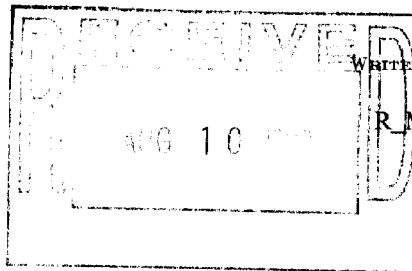
WRITER'S DIRECT DIAL NUMBER

(212) 455-3232

FACSIMILE (212) 455-2502
TELEX: 129158

WRITER'S E-MAIL ADDRESS

R. Maiello@stblaw.com



April 7, 1998

EXPRESS MAIL

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, DC 20231

Dear Madam or Sir:

Enclosed for recording please find a Security Agreement in favor of The Chase Manhattan Bank, as Administrative Agent, covering 19 U.S. trademarks and trademark applications.

A check for \$490 is enclosed to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,

Raymond M. Maiello

cc: Ethan Zlotchew

Enclosure

LONDON

HONG KONG

TOKYO

SINGAPORE

COLUMBUS

TRADEMARK
REEL: 1836 FRAME: 0965



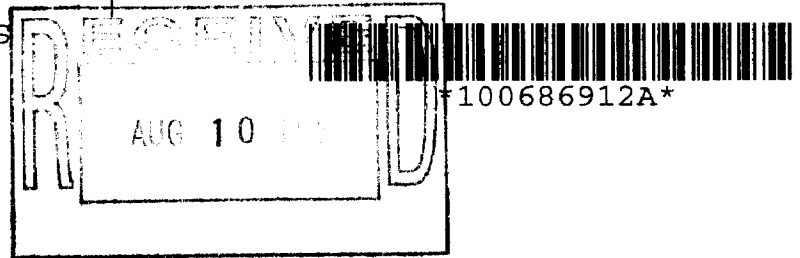
**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 16, 1998

SIMPSON THACHER & BARTLETT
RAYMOND M. MAIELLO, ESQ.
425 LEXINGTON AVENUE
NEW YORK, NEW YORK 10017

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