

09-20-2000



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 8.30.00

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year
06/16/1998

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/19/2000 DNGUYEN 00000146/2371576

FOR OFFICE USE ONLY

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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

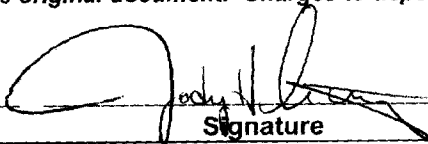
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Jody Armstrong



08/25/2000

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made between GEORGESON & COMPANY, INC., a Delaware corporation, having its chief executive office at ~~88 Pine St., New York, NY 10005~~ ("Guarantor"), and THE PROVIDENT BANK, an Ohio banking corporation, having an office at One East Fourth Street, Cincinnati, Ohio 45202, as Agent (together with any successor agent, the "Agent"), for the benefit of the Secured Creditors (as defined below).

WITNESSETH:

WHEREAS, Guarantor is a wholly-owned subsidiary of Georgeson Shareholder Communications, Inc., a Delaware corporation formerly known as "Shareholder Communications Corporation" ("Borrower"), and Borrower, the Agent, and the Lenders (as defined in the Credit Agreement defined below) have entered into a Credit Agreement, dated as of June 16, 1998, as amended, providing for the making of Loans (as defined in the Credit Agreement) and the issuance of Letters of Credit (as defined in the Credit Agreement) (as used herein, the term "Credit Agreement" means the Credit Agreement described above in this paragraph, as the same may be amended, modified, extended, renewed, replaced or supplemented from time to time) (the Agent and the Lenders are sometimes collectively referred to herein as the "Secured Creditors"); and

WHEREAS, pursuant to the terms of the Credit Agreement, Guarantor has executed and delivered to Agent a Guaranty of the Obligations (both as defined in the Credit Agreement) and is required, as an inducement to Agent and the Secured Creditors to make the Loans and issue the Letters of Credit, to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to Guarantor, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby covenants and agrees with, and makes the following representations and warranties to the Agent, for the benefit of the Secured Creditors, as follows:

1. DEFINITIONS.

1.1 Credit Agreement. Any capitalized term used, but not defined in this Agreement, will have the meaning given to it in the Credit Agreement.

1.2 Other Definitional Provisions; Construction. Unless otherwise specified,

(i) As used in this Agreement, accounting terms relating to Guarantor not defined in this Agreement have the respective meanings given to them in accordance with GAAP.

(ii) References to the Uniform Commercial Code, or UCC, mean as enacted in the particular jurisdiction(s) encompassed by the reference.

(iii) The definition of any document or instrument includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes.

(iv) "Hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Guarantor is to be taken promptly, unless the context clearly indicates the contrary.

(v) All of the uncapitalized terms contained in this Agreement which are defined under the UCC will, unless the context indicates otherwise, have the meanings provided for in the UCC.

(vi) "Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government or any agency or instrumentality thereof.

2. GRANT OF SECURITY. As security for the full, prompt and complete payment and performance of all of the Obligations, Guarantor hereby grants to the Agent, for the benefit of the Secured Creditors, a continuing security interest in and a pledge of Guarantor's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Guarantor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising: trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, and (v) together in each case with the goodwill of Guarantor's business connected with the use of and symbolized by, the Trademark Collateral. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Guarantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from Trademark Collateral for purposes of this Agreement.

3. LICENSE; SECURITY INTEREST.

3.1 Grant of Security Interest in Licenses. As security for the full, prompt and complete payment and performance of all of the Obligations, for the benefit of the Secured Creditors,

Guarantor hereby grants to the Agent a continuing security interest in and a pledge of Guarantor's entire right, title and interest in, to and under all license agreements with any Person, whether Guarantor is licensor or licensee under any such license agreement, including the licenses listed on Schedule I, with respect to any trademarks, service marks, and trade names and all rights thereto and thereunder including, without limitation, the goodwill connected with the use of and symbolized by such trademarks, service marks and trade names (such rights as licensor or licensee sometimes referred to herein collectively as the "Trademark License Rights").

4. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(i) To the Guarantor's knowledge, Guarantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademark Collateral and the Trademark License Rights, free and clear of any Liens, charges and encumbrances including all pledges, assignments, releases and covenants by Guarantor not to sue any other Person in respect of the Trademark Collateral and the Trademark License Rights, except the Liens in favor of the Secured Creditors and as otherwise disclosed in Schedule I.

(ii) Set forth in Schedule I is a complete and accurate list of all the trademark and service mark registrations, all the applications for trademark or service mark registrations, all the material Trademark License Rights, and all other material trademarks, trade names and service marks, owned by Guarantor or in which Guarantor has any rights.

(iii) Each trademark, service mark, trade name, trademark and service mark registration, and application for trademark or service mark registration identified in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and, to the best of Guarantor's knowledge, each application for trademark and service mark registration is valid, registered or registrable and enforceable. Guarantor has notified the Agent in writing of all prior uses of any material item of the Trademark Collateral of which Guarantor is aware which could lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(iv) Guarantor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except (a) pursuant to this Agreement in favor of the Secured Creditors, and (b) as otherwise disclosed in Schedule I.

(v) The Trademark License Rights are in full force and effect, and Guarantor is not in default of any of the Trademark License Rights and, to Guarantor's knowledge, no event has occurred which with notice or the passage of time, or both, might constitute a default by Guarantor under the Trademark License Rights.

(vi) Except for the recording of this Agreement with the United States Patent and Trademark Office and filing of UCC financing statements with the State of New York, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently required either (a) for the grant by Guarantor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Guarantor, or (b) for the perfection of or the exercise by the Agent of its rights and remedies hereunder.

5. FURTHER ASSURANCES.

5.1 Required Guarantor Actions. Upon request of Agent, Guarantor will from time to time, at its expense, promptly execute and deliver all further instruments, documents, and agreements and take all further action, that may be necessary or desirable, or that the Agent may reasonably request, in order to (i) continue, perfect and protect the Liens granted or purported to be granted hereby, or (ii) enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral and the Trademark License Rights, or both. Without limiting the generality of the foregoing, Guarantor will sign and file such financing statements and such other instruments or notices, as may be necessary or desirable, or as the Agent may reasonably request, in order to perfect and preserve the Liens granted or purported to be granted hereby.

5.2 Financing Statements. Guarantor hereby authorizes the Agent to file one or more financing statements relative to all or any part of the Trademark Collateral and the Trademark License Rights without the signature of Guarantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering any or all of the Trademark Collateral or any part thereof or the Trademark License Rights shall be sufficient as a financing statement where permitted by law.

5.3 Further Information. Guarantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and the Trademark License Rights and such other reports in connection with the Trademark Collateral and the Trademark License Rights as the Agent may reasonably request, all in reasonable detail.

5.4 Additional Ownership Interests. Guarantor agrees that, should it obtain an ownership interest in any Trademark License Rights, trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration, which is not now identified in Schedule I, (i) Guarantor will give prompt written notice thereof to the Agent, (ii) the provisions of Sections 2 and/or 3 shall automatically apply to any such Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration (exclusive of any Intent to Use Applications), and (iii) any such Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. Guarantor authorizes the Agent to

modify this Agreement by amending Schedule I to include any of the Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration, which becomes part of the Trademark Collateral under this Section 5.4.

5.5 Maintenance of Rights. Guarantor will take all steps reasonably necessary to maintain the Trademark Collateral and Trademark License Rights and shall not take or fail to take any action in connection with the Trademark Collateral or the Trademark License Rights that would impair the value of the interest or rights of Guarantor, Agent or the Secured Creditors in, to or under the Trademark Collateral or the Trademark License Rights. Such steps may include, without limitation, any reasonably necessary proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered trademark, service mark, and trademark or service mark registration, and to pursue each material item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its businesses, Guarantor agrees to take corresponding steps with respect to the other items of Trademark Collateral and each new or other registered trademark, service mark trademark or service mark registration, and application for trademark or service mark registration to which Guarantor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Guarantor. Guarantor shall not (i) abandon any registration of or any material item of Trademark Collateral, or (ii) abandon any right to file an application for trademark or service mark registration, or, with respect to any other Trademark Collateral, abandon any pending application, registration, trademark or service mark, unless the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not necessary in the conduct of Guarantor's business. Guarantor will maintain accurate and complete records in respect of the Trademark Collateral and the Trademark License Rights and shall at any reasonable time, upon reasonable notice, and from time to time, allow Agent or any Lender, or any of their agents, representatives or current or prospective participants in the Loans to examine, audit or inspect (including making extracts from) such records.

5.6 Notification. Guarantor will notify the Agent immediately and in writing if Guarantor learns (i) that any material item of the Trademark Collateral may become abandoned or dedicated; (ii) of any adverse determination or any development (including the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Trademark Collateral; or (iii) that it is or potentially could be in default of any of the Trademark License Rights.

5.7 Infringement. If Guarantor becomes aware that any material item of the Trademark Collateral is infringed or misappropriated by any Person, Guarantor will promptly notify the Agent and will, if necessary under the circumstances, promptly sue for infringement or misappropriation and for recovery of all damages caused by such infringement or misappropriation, and will take such other actions as Guarantor deems appropriate under the circumstances to protect

the Trademark Collateral. Any expense incurred in connection with the foregoing activities shall be borne by Guarantor.

6. TRANSFERS AND OTHER LIENS. Guarantor shall not:

(i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral or Trademark License Rights, except as expressly permitted by the Credit Agreement.

(ii) create or suffer to exist any Lien or other charge or encumbrance upon or with respect to any of the Trademark Collateral except the Liens in favor of the Secured Creditors and as otherwise disclosed in Schedule I, or as otherwise expressly permitted by the Credit Agreement; or

(iii) take any other action in connection with any of the material items of Trademark Collateral or the Trademark License Rights that would impair the value of the interests or rights thereunder of Guarantor or the Agent.

7. POWER OF ATTORNEY. Guarantor hereby irrevocably appoints the Agent as Guarantor's attorney-in-fact, with full authority in Guarantor's place, stead and on behalf of Guarantor and in Guarantor's name or otherwise, from time to time in the Agent's sole and absolute discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable on and after the occurrence of an Event of Default and during the continuance thereof to accomplish the purposes of this Agreement including:

(i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral:

(ii) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) of this Section 7; and

(iii) (a) to file any claims or take any action or institute any proceedings that the Agent may reasonably deem necessary or desirable for the collection of any of the Trademark Collateral, (b) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in the Agent's name (or the name of any nominee), or (c) otherwise to enforce the rights of the Agent with respect to any of the Trademark Collateral or the Trademark License Rights.

8. THE AGENT MAY PERFORM.

8.1 Performance by the Agent. If Guarantor fails to perform any of its obligations contained herein within 25 days after written notice to Guarantor from the Agent, the Agent (solely at its option without any obligation to do so) may itself perform, or cause performance of, such

obligations, and the reasonable expenses of the Agent incurred in connection therewith shall be payable under Section 11.5 of the Credit Agreement.

8.2 The Agent May Bring Suit. On, and at any time after, the occurrence of an Event of Default and during the continuance thereof, the Agent will have the right, but in no way will be obligated, to bring suit in its own name or in the name of Guarantor to enforce any part of the Trademark Collateral or the Trademark License Rights. Guarantor will at the reasonable request of the Agent do any and all lawful acts and sign any and all proper documents required by the Agent in aid of the Agent's enforcement actions. On the Agent's demand, Guarantor will promptly reimburse and indemnify the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this Section 8.

9. THE AGENT'S DUTIES. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademark Collateral and the Trademark License Rights and shall not impose any duty upon the Agent to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for moneys actually received by it under this Agreement, the Agent shall have no duty as to any of the Trademark Collateral, the Trademark License Rights or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral or Trademark License Rights. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Trademark Collateral and the Trademark License Rights in its possession if the Trademark Collateral and the Trademark License Rights are accorded treatment substantially equal to that which the Agent accords its own intellectual property.

10. REMEDIES. If any Event of Default occurs and is continuing:

(i) The Agent may exercise in respect of the Trademark Collateral and the Trademark License Rights, in addition to other rights and remedies provided for herein or otherwise available to the Agent, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral) and also may do any one or more of the following at the Agent's option: (a) cause the assignment of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) of the Trademark Collateral in the Agent's name (on behalf of the Lenders) or in the name of any nominee of Agent; (b) exercise any and all rights and remedies of Guarantor under or otherwise in respect of either the Trademark Collateral or the Trademark License Rights, or both; (c) license or assign the Trademark Collateral or any part thereof, or assign its rights to the Trademark License Rights to any Person; and (d) with 5 Business Days advance notice (unless no notice is required under applicable law), sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, (1) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (2) Guarantor will supply to the Agent or its designee Guarantor's (A) knowhow and expertise relating

to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (B) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Guarantor agrees that, to the extent notice of sale shall be required by law, at least 5 Business Days' notice to Guarantor 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. The Agent shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. The Agent 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.

(ii) All payments received by Guarantor under or in connection with any of the Trademark Collateral or the Trademark License Rights shall be received in trust for the benefit of the Agent, shall be segregated from other funds of Guarantor and shall be forthwith paid over to the Agent in the same form as so received (with any necessary endorsements).

(iii) All payments made hereunder or in connection with or otherwise in respect of the Trademark Collateral or the Trademark License Rights and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral or the Trademark License Rights may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 11.5 of the Credit Agreement) in whole or in part by the Agent against, all or any part of the Obligations, in such order as the Agent shall elect. Any surplus of such cash or cash proceeds held by the Agent and remaining after the indefeasible payment in full of all the Obligations shall be paid over to Guarantor or to whomsoever may be lawfully entitled to receive such surplus.

11. AMENDMENTS: WAIVERS: CONSENTS. No amendment or waiver of any provision of this Agreement nor consent to any departure by Guarantor from the terms of this Agreement shall in any event be effective unless such amendment or waiver shall be in writing and signed by the Agent, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

12. NOTICES. Any notice or notification required, permitted or contemplated hereunder shall be in writing, shall be addressed and given to the party to be notified at the address set forth in, and in the manner required by, Section 6.10 of the Guaranty.

13. GENERAL.

13.1 Continuing Rights. This Agreement shall create a continuing Lien on the Trademark Collateral and Trademark License Rights and shall (i) remain in full force and effect until payment in full of the Obligations, (ii) be binding upon Guarantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Agent hereunder, to the benefit of each Secured Creditor and each Secured Creditor's successors, transferees and assigns.

13.2 Term; The Trademark Collateral and the Trademark License Rights. Subject to Section 13.10 below, this Agreement will terminate on the later to occur of (i) the full and indefeasible performance, payment and satisfaction of all the Obligations and (ii) the termination of the Credit Agreement and the Guaranty, at which time the Liens granted hereby shall terminate and all rights to the Trademark Collateral and the Trademark License Rights shall be the Guarantor's free and clear of any encumbrance or obligation created herein. Upon any such termination, the Agent will, at Guarantor's expense, execute and deliver to Guarantor such documents as Guarantor reasonably requests to evidence such termination, including, without limitation, assignments of the Trademark Collateral (without representation, warranty or recourse).

13.3 Severability. If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

13.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Ohio (without regard to Ohio conflicts of laws principles), except to the extent that the validity or perfection of the Liens or the remedies hereunder, in respect of any particular Trademark Collateral are governed by the law of the United States or any other jurisdiction other than the State of Ohio.

13.5 WAIVER OF JURISDICTION. The Agent, each Lender and Guarantor hereby designate all courts of record sitting in Cincinnati, Ohio, both state and federal, as forums where any action, suit or proceeding in respect of or arising out of this Agreement, the Notes, the Guaranty, the Loan Documents, or the transactions contemplated by this Agreement may be prosecuted as to all parties, their successors and assigns, and by the foregoing designations the Agent, each Lender, and Guarantor consent to the jurisdiction and venue of such courts. GUARANTOR WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN THE STATE OF OHIO FOR THE PURPOSES OF LITIGATION TO ENFORCE SUCH OBLIGATIONS OF GUARANTOR. In the event such litigation is commenced, Guarantor agrees that service of process may be made and personal jurisdiction over Guarantor obtained by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon Guarantor at the address set forth in Section 61.0 of the Guaranty. Guarantor recognizes and agrees that the agency has been created for the benefit of Guarantor, and the Agent and each Lender and agree that this agency shall not be revoked, withdrawn or modified without the consent of the Agent.

13.6 Headings. The headings in this Agreement are for reference purposes only and will not relate to, or affect in any way, the construction or interpretation of this Agreement.

13.7 Survival. The representations, warranties, covenants and agreements contained in this Agreement or in any Schedule attached hereto shall survive the signing of this Agreement.

13.8 Entire Agreement. This Agreement and the other Loan Documents set forth the entire agreement of the parties with respect to subject matter of this Agreement and supersede all previous understandings, written or oral, in respect thereof.

13.9 Assignment. The Agent, subject to the terms of the Credit Agreement and this Agreement, shall have the right to assign this Agreement and the other Loan Documents. Guarantor may not assign, transfer or otherwise dispose of any of its rights or obligations hereunder, by operation of law or otherwise, and any such assignment, transfer or other disposition without the Agent's written consent shall be void. All of the rights, privileges, remedies and options given to any Secured Creditor or to all the Secured Creditors under the Loan Documents shall inure to the benefit of any Secured Creditor's successors and assigns, respectively, and all the terms, conditions, covenants, provisions and warranties herein shall inure to the benefit of and bind the permitted successors and assigns of Borrower and each Secured Creditor, respectively.

13.10 Revival of Obligations. To the extent Guarantor makes a payment or payments to any Secured Creditor or any Secured Creditor receives any payment or proceeds of the Trademark Collateral or any other collateral or security for Guarantor's benefit, which payment(s) or proceeds or any part thereof are subsequently voided, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Obligations or part thereof intended to be satisfied shall be revived and shall continue in full force and effect, as if such payment or proceeds had not been received by the affected Secured Creditor.

13.11 The Agent. (i) As between the Lenders and the Agent, (a) the Agent will hold all items of the Trademark Collateral at any time received under this Agreement in accordance with the terms of this Agreement and the Credit Agreement and (b) by accepting the benefits of this Agreement, each Lender acknowledges and agrees that (1) the obligations of the Agent as holder of the Trademark Collateral and any interests therein and with respect to any disposition of any of the Trademark Collateral or any interests therein are only those obligations expressly set forth in this Agreement and the Credit Agreement and (2) this Agreement may be enforced only by the action of the Agent and that no Lender shall have any right individually to seek to enforce or to enforce this Agreement, it being understood and agreed that such rights and remedies may be exercised by the Agent, for the benefit of the Secured Creditors, upon the terms of this Agreement and the Credit Agreement. (ii) As between Borrower and the Agent, the Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority to so act or refrain from acting.

13.12 Conflict. If there is any conflict, ambiguity, or inconsistency, in the Agent's judgment, between the terms of this Agreement and the Credit Agreement, then the applicable terms and provisions, in the Agent's judgment, providing the Agent (or, as applicable, the Secured Creditors) with greater rights, remedies, powers, privileges, or benefits will control.

13.13 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR THE LENDERS TO EXTEND CREDIT TO BORROWER, AND AFTER HAVING THE OPPORTUNITY TO CONSULT COUNSEL, GUARANTOR HEREBY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO THIS AGREEMENT OR ARISING IN ANY WAY FROM THE OBLIGATIONS.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

(Signatures appear on next page.)

IN WITNESS WHEREOF, Guarantor, by its duly authorized officer, signed this Trademark Security Agreement effective as of May 27, 1999.

GEORGESON & COMPANY, INC.

By: William Crane

Title: President

COUNTY OF New York }
STATE OF New York } ss.

The foregoing Trademark Security Agreement was executed and acknowledged before me this 27 day of May, 1999, by William Crane, personally known to me to be the President of Georgeson & Company, Inc., a Delaware corporation, on behalf of such corporation.

Bruce A. Rich
Notary Public
My Commission Expires:

BRUCE A. RICH
Notary Public, State of New York
No. 02RI3268625
Qualified in New York County
Commission Expires March 30, 1997-2001

Accepted at Cincinnati, Ohio
effective as of May 27, 1999.

THE PROVIDENT BANK, as the Agent

By: Kevin Ward
Kevin Ward, Senior Vice President

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U.S. Patent & TMO/c/TM Mail Rcpt Dt #57

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

Trademarks and Licenses

GEORGESON CYBERVOTE, Application No. 75/328,871, filed with the U.S. PTO July 22, 1997, by Georgeson & Son Company, Inc.

GEORGESON CYBERPROXY, Application No. 75/328,872, filed with the U.S. PTO July 22, 1997, by Georgeson & Son Company, Inc.

THE PUBLIC COMPANY'S COMPANY, Application No. 75/493,297, filed with the U.S. PTO May 29, 1998, by Georgeson & Son Company, Inc.

DIRECTOR INTELLIGENCE, Application No. 75/493,298, filed with the U.S. PTO May 29, 1998 by Georgeson & Son Company, Inc.

ROAD SHOW PLANNER, Application No. 75/493,700, filed with the U.S. PTO May 29, 1998 by Georgeson & Company, Inc.

GEORGESON, Registration No. 1,672,028, with the U.S. PTO January 14, 1992 by Georgeson & Son Company, Inc.