



102609190

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

1-5-04

1. Name of conveying party(ies): CBM JOC, INC.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/31/03

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: as Administrative Agent

Street Address: 2325 Lakeview Parkway, Ste 700

City: Alpharetta State: GA Zip: 30004

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached Yes No

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

Name: Susan Lake

Internal Address: King & Spalding LLP

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved:

27

7. Total fee (37 CFR 3.41): \$ 810.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Susan Lake Name of Person Signing

Susan Lake Signature

01/02/04 Date

Total number of pages including cover sheet, attachments, and document: 7

01/06/2004 ECOOPER 00000005 76064560

01 FC:8521 02 FC:8522 03 FC:8523

40.00 OP 650.00 OP 120.00 OP

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

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
Journal of Commerce Online	76-064568	06/07/00
Journal of Commerce Online	76-064569	06/07/00
JOC Week	76-066036	06/07/00
JOC Week	76-064574	06/07/00
JOC Week	76-086302	06/07/00
Global Transport Analyzer	76-305450	08/27/01
GTA	76-305451	08/27/01
JOC Week	76-086303	07/11/00
Journal of Commerce Online	76-065447	06/07/00
Air Cargo World	1403122	07/29/86
Global Commerce	2062393	05/13/97
Gulfshipper Magazine	1921973	09/26/95
Piers Port Import/Export Reporting Service	1320689	02/19/85
Piers Port Import/Export Reporting Service	1278273	05/15/84
Ships Shipping Information Priority System	1997272	08/27/96
Ships	2063042	05/20/97
The Florida Shipper	2395174	10/17/00
The Journal of Commerce	1927514	10/17/95
Trade Opportunities	2026207	12/24/96
Traffic World	2397966	10/24/00
Transpo	2406130	11/21/00
Compiler III Data	1783713	07/20/93
EZ-Code	1800514	10/26/93
Shipping Digest	1114505	03/06/79
JOC Online	76-472771	12/09/02
Journal of Commerce Online	2724907	06/10/03
The Journal of Commerce	2781658	11/11/03

CBM JOC, Inc.

**TRADEMARK**  
**REEL: 002774 FRAME: 0991**

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of December 31, 2003, by CBM JOC, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders;

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Commonwealth Business Media, Inc., Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CBM JOC, INC.

By: *[Signature]*

ACKNOWLEDGMENT OF GRANTOR

*Commonwealth*  
STATE OF Massachusetts )  
COUNTY OF Suffolk )

ss.

On this 30 day of December, 2003 before me personally appeared ~~Alan Glass~~ *Martin Madden*, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CBM JOC, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

*Barbara L. Gordon*  
Notary Public

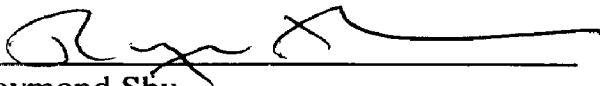
{ seal }

BARBARA L. GORDON  
Notary Public  
My Commission Expires: 09/16/2005

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By:   
Raymond Shu  
Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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REEL: 002774 FRAME: 0995

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CBM JOC, Inc.

**RECORDED: 01/05/2004**

**TRADEMARK**  
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