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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

KLUWER BOSTON INC.

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

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

2. Name and address of receiving party(ies)

Name: BARCLAYS BANK PLC

Internal Address: 5 THE NORTH COLONNADE

Street Address: CANARY WHARF

City: LONDON State: United Kingdom Zip: E14 4BB

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State UNITED KINGDOM, Other

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

3. Nature of conveyance:

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

Execution Date: 09/15/2003

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

A. Trademark Application No.(s)

78/214,712, 78/214,655, 78/214,132, 78/214,126

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: PAUL M. FAKLER

Internal Address:

BAKER BOTTS L.L.P.

Street Address

30 ROCKEFELLER PLAZA

City: NEW YORK State: NY Zip: 10112-0228

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

02-4377

(Attach 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.

PAUL M. FAKLER

Name of Person Signing

Signature

OCTOBER 13, 2003

Date

30

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

10/20/2003 STUH11 00000083 78214712

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

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TRADEMARK REEL: 002868 FRAME: 0001

EXECUTION COPY

SECURITY AGREEMENT

This Security Agreement, dated as of 15 September 2003, between Kluwer Boston Inc., a corporation organized under the laws of the Commonwealth of Massachusetts (the "Debtor") and Barclays Bank PLC, as Security Trustee for the Finance Parties (as defined in the Intercreditor Deed referred to below) (the "Secured Party").

WITNESSETH:

- (A) WHEREAS, Debtor and Barclays Bank PLC have entered into the €810,000,000 senior facility agreement dated May 5, 2003 (as amended by an amendment and restatement agreement dated July 1, 2003, an amendment letter dated August 4, 2003, an amendment and restatement agreement dated 10 September 2003 and as amended and restated from time to time, the "Senior Facility Agreement") among, inter alia, KAP Global Publishers S.A., the Original Borrowers named therein, the Original Guarantors named therein, Barclays Capital as the Mandated Lead Arranger, the Original Lender named therein, Barclays Bank PLC as the Facility Agent, the Security Trustee and the Issuing Bank pursuant to which the Lenders have agreed to make available certain Facility (as defined therein) to the Borrowers (as defined therein), and the Facility Agreement is acceded to by certain of the subsidiaries of KAP Global Publishers S.A., including the Debtor, by an Accession Letter dated on or about the date hereof (the "Senior Accession") between the Debtor, KAP Global Publishers S.A. and Barclays Bank PLC as Facility Agent;
- (B) WHEREAS, Debtor and Barclays Bank PLC have entered into the €265,000,000 mezzanine facility agreement dated May 5, 2003 (as amended by a novation agreement dated May 21, 2003, an amendment and restatement agreement dated July 9, 2003, an amendment and restatement agreement dated 10 September 2003 and as amended and restated from time to time, the "Mezzanine Facility Agreement") among, inter alia, KAP Global Publishers S.A., WING Global Publishers S.A.R.L., the Original Guarantors named therein, Barclays Capital as the Mezzanine Arranger, the Original Lender named therein, Barclays Bank PLC as the Facility Agent and the Security Trustee pursuant to which the Lenders (as defined therein) have agreed to make available certain Facility (as defined therein) to the Borrower (as defined therein), and the Mezzanine Facility Agreement is acceded to by certain of the subsidiaries of KAP Global Publishers S.A., including the Debtor, by an Accession Letter dated on or about the date hereof (the "Mezzanine Accession") between the Debtor, KAP Global Publishers S.A. and Barclays Bank PLC as Facility Agent;
- (C) WHEREAS, pursuant to the terms of the Intercreditor Deed dated 15 September 2003 among, inter alia, KAP Global Publishers S.A., the Senior Lenders, the Mezzanine Lenders, the Investors, the Obligors, the Intra-Group Creditors (each as defined therein), Barclays Bank PLC as the Senior Facility Agent, the Mezzanine Facility Agent and the Security Trustee (the "Intercreditor Deed"), the Finance Parties have reached certain agreements as to the disposition of security subject to the Security Documents (as defined therein);
- (D) WHEREAS, as partial inducement to the Lenders to grant the facilities, Debtor has agreed to provide certain security and collateral for the payment and performance of the Liabilities (as defined herein); and

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- (E) WHEREAS, pursuant to the Senior Facility Agreement and the Mezzanine Facility Agreement, Debtor is required to grant a security interest in the Collateral (as defined herein) to the Secured Party;

Now, Therefore, the parties hereto hereby agree as follows:

1 **Definitions**

Capitalized terms used but not defined herein shall have the meanings set forth in the Senior Facility Agreement or the Mezzanine Facility Agreement, as appropriate. The terms "Accounts", "Certificated Security", "Chattel Paper", "Commercial Tort Claim", "Deposit Account", "Document", "Electronic Chattel Paper", "Equipment", "Fixture", "General Intangible", "Goods", "Instrument", "Inventory", "Investment Property", "Letter-of-Credit Right", "Payment Intangible", "Proceeds", "Security Accounts" and "Software" have the respective meanings ascribed thereto in the UCC.

"Collateral" shall have the meaning assigned to it in Article 2 hereof.

"Enforcement Action" shall have the meaning set forth in the Intercreditor Deed.

"Indemnitee" shall have the meaning assigned to it in Article 9 hereof.

"Indemnified Liability" shall have the meaning assigned to it in Article 9 hereof.

"Liabilities" of the Debtor means all present and future moneys, debts and liabilities due, owing or incurred by it to any Finance Party under or in connection with any Finance Document (as defined in the Intercreditor Deed) (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement of any kind or nature whatsoever, including, without limitation, the filing of any financing statement or similar instrument under the UCC or comparable law of any jurisdiction, domestic or foreign.

"Obligor" means a Borrower or a Guarantor (as defined in Intercreditor Deed).

"Person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust, fund or other entity or partnership (whether or not having separate legal personality) of two or more of the foregoing.

"Proceeds" shall mean "proceeds" as such term is defined in Section 9-102(a)(64) of the UCC.

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

"UCC Jurisdiction" shall mean any applicable jurisdiction in which the UCC has been enacted.

2 Grant of Security Interests

As security for the prompt and complete payment and performance in full of all the Liabilities, Debtor hereby grants to the Secured Party for the benefit of the Finance Parties a security interest in and continuing lien on all of Debtor's right, title and interest in, to and under all of Debtor's personal property, including, but not limited to, the following, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located (all of which being hereinafter collectively referred to as the "Collateral"):

- 2.1 all obligations and indebtedness owed by any Subsidiary of the Debtor which is organized under the laws of the United States and all Instruments, Chattel Paper, contracts and any other documentation representing or evidencing the same and all rights related thereto;
- 2.2 all Accounts, including, but not limited to, all accounts receivable;
- 2.3 all Chattel Paper, both tangible and intangible;
- 2.4 all Inventory;
- 2.5 all Equipment;
- 2.6 all Fixtures;
- 2.7 all other Goods (not included in Sections 2.3 through 2.5 above);
- 2.8 all Instruments, including promissory notes;
- 2.9 all Investment Property;
- 2.10 all Documents;
- 2.11 all Deposit Accounts;
- 2.12 the Commercial Tort Claims set forth in Schedule 2.11 hereto;
- 2.13 all Letter-of-Credit Rights;
- 2.14 any and all rights, title and interests in any partnership, including, but not limited to, those partnership interests set forth on Schedule 2.13 hereto;
- 2.15 the following intellectual property (collectively, the "Intellectual Property"):
 - (i) all United States, international and foreign patents, patent applications and statutory invention registrations, including, without limitation, the patents and patent applications set forth in Schedule 2.14(i) hereto (as such Schedule 2.14(i) may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, all inventions therein, all rights therein provided by international treaties or conventions and all improvements thereto, and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto (the "Patents");

- (ii) all trademarks (including, without limitation, service marks), certification marks, collective marks—and all goodwill residing in and identified by said marks—trade dress, logos, domain names, product configurations, trade names, business names, corporate names and other source identifiers, whether or not registered, whether currently in use or not, including, without limitation, all common law rights and registrations and applications for registration thereof, including, without limitation, the trademark registrations and trademark applications set forth in Schedule 2.14(ii) hereto (as such Schedule 2.14(ii) may be supplemented from time to time), and all other marks registered in the U.S. Patent and Trademark Office or in any office or agency of any State or Territory of the United States or any foreign country and all rights therein provided by international treaties or conventions, all reissues, extensions and renewals of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto (the "Trademarks");
- (iii) all copyrights, copyright applications, copyright registrations and like protections in each work of authorship, whether statutory or common law, whether published or unpublished, any renewals or extensions thereof, all copyrights of works based on, incorporated in, derived from, or relating to works covered by such copyrights, including, without limitation, the copyright registrations and copyright applications set forth in Schedule 2.14(iii) hereto (as such Schedule 2.14(iii) may be supplemented from time to time), together with all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (the "Copyrights");
- (iv) all of Debtor's confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (the "Trade Secrets");
- (v) all of Debtor's computer software programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware, and documentation and materials relating thereto, and all rights with respect to the foregoing, together with any and all options, warranties, service contracts, program services, test rights, maintenance rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing (the "Computer Software");
- (vi) all of Debtor's license agreements, permits, authorizations and franchises, whether with respect to the Patents, Trademarks, Copyrights, Trade Secrets or Computer Software, or with respect to the patents, trademarks, copyrights, trade secrets, computer software or other proprietary right of any other Person, and all

income, royalties and other payments now or hereafter due and/or payable with respect thereto, subject, in each case, to the terms of such license agreements, permits, authorizations and franchises, (the "Licenses");

- (vii) any and all of Debtor's claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks, Copyrights, Trade Secrets, Computer Software or Licenses, including, but not limited to, those claims set forth in Schedule 2.14(vii) hereto (as such Schedule 2.14(vii) may be supplemented from time to time), with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

- 2.16 any and all other General Intangibles, including Payment Intangibles;
- 2.17 all other rights appurtenant to the property described above; and
- 2.18 all cash and noncash Proceeds of any and all of the foregoing.

3 Authorization to File Financing Statements

Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any applicable jurisdiction in which the Uniform Commercial Code has been enacted (a "UCC Jurisdiction") any initial financing statements and amendments thereto identifying such Debtor as the "debtor" thereon. Debtor agrees to furnish any such information to the Secured Party promptly upon request. Debtor also ratifies its authorization for the Secured Party to have filed in any UCC Jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

4 Representations and Warranties

Debtor hereby represents and warrants to the Secured Party, which representations and warranties shall survive execution and delivery of this Security Agreement, as follows:

- 4.1 **Title and Priority** Debtor is the sole holder of record and beneficial owner of the Collateral, free and clear of any Lien thereon or affecting the title thereto, except as permitted under the Finance Documents.
- 4.2 **Name and Organization**
- 4.2.1 The full and correct legal name, type of organization, jurisdiction of organization, organizational ID number (if applicable) and mailing address of Debtor as of the date hereof are correctly set forth in Annex A hereto opposite Debtor's name.
- 4.2.2 Annex A correctly specifies (i) the place of business of Debtor or, if Debtor has more than one place of business, the location of the chief executive office of Debtor, and (ii) each location where Inventory, Equipment, Goods and Fixtures of Debtor are located.

- 4.2.3 Debtor is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization.
- 4.2.4 Debtor has the power and authority to execute, deliver and carry out the terms and provisions of this Security Agreement and has taken all necessary action to authorize the execution, delivery and performance by it of this Security Agreement. Debtor has duly executed and delivered this Security Agreement, and this Security Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.
- 4.3 **Changes in Circumstances** Debtor has not (i) within the period of four months prior to the date hereof, changed its "location" (as defined in Section 9-307 of the UCC), (ii) except as specified in Schedule 4.3 hereto, heretofore changed its name, or (iii) except as specified in Schedule 4.3, heretofore become a "new debtor" (as defined in Section 9-102(a)(56) of the UCC) with respect to a currently effective security agreement previously entered into by any other Person.
- 4.4 **Intellectual Property**
- 4.4.1 Schedules 2.14(i), 2.14(ii) and 2.14(iii) set forth a complete and correct list of all Copyrights, Patents and Trademarks owned by Debtor on the date hereof; except pursuant to licenses and other user agreements entered into by Debtor in the ordinary course of business, Debtor owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, any Copyright, Patent or Trademark listed in Schedules 2.14(i), 2.14(ii) and 2.14(iii), and to Debtor's knowledge all registrations listed in Schedules 2.14(i), 2.14(ii) and 2.14(iii), are valid and in full force and effect; and except as may be set forth in Schedule 4.4.1, Debtor owns and possesses the right to use all Copyrights, Patents and Trademarks.
- 4.4.2 To Debtor's knowledge, (i) except as set forth in Schedule 2.14.(vii), there is no violation by others of any right of Debtor with respect to any Copyright, Patent or Trademark listed in Schedules 2.14(i), 2.14 (ii) and 2.14(iii) and (ii) Debtor is not, to the best of its knowledge, infringing in any respect upon any Copyright, Patent or Trademark of any other Person; and no proceedings have been instituted or are pending against Debtor or, to Debtor's knowledge, threatened, and no claim against Debtor has been received by Debtor, alleging any such violation, except (x) as may be set forth in Schedule 2.14(vii) or (y) which would reasonably be expected to have a Material Adverse Effect.
- 4.5 **Validity, Perfection and Priority**
- 4.5.1 The security interests in the Collateral granted to the Secured Party by Debtor hereunder constitute valid and continuing security interests in the Collateral and Debtor has rights in or the power to transfer the Collateral, subject to applicable bankruptcy, insolvency and other similar laws affecting creditors'

rights generally and subject, as to enforceability, to general principles of equity; and

- 4.5.2 (i) upon filing of properly prepared financing statements indicating the Collateral owned by Debtor (other than Chattel Paper, Instruments, Investment Property, Deposit Accounts and other Letter of Credit Rights) naming Debtor as "debtor" and the Secured Party as "secured party" in the filing offices set forth on Annex B hereto, or
- (ii) upon delivery of Chattel Paper, Instruments, Certificated Securities to the Secured Party, and
- (iii) upon execution of control agreements with respect to Deposit Accounts, Securities Accounts and Letter-of-Credit Rights, or
- (iv) upon completion of the filings necessary to record the security interest in the Intellectual Property,

the security interests in the Collateral granted to the Secured Party hereunder will constitute perfected security interests therein superior and prior to all Liens other than as permitted under the Finance Documents, if any.

4.6 No Liens; Other Financing Statements

No financing statement or other evidence of any Lien covering or purporting to cover any of the Collateral is on file in any public office other than (i) financing statements filed or to be filed in connection with the security interests granted to the Secured Party hereunder, (ii) financing statements for which proper termination statements have been delivered to the Secured Party for filing, and (iii) such Liens as relate to the Copyrights identified in Schedule 2.14 (iii) hereto.

5 Covenants: Actions Concerning the Collateral

To further the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in the Collateral, Debtor agrees, in each case at the Debtor's own expense, to take the following actions with respect to the following Collateral:

- 5.1 **Promissory Notes and Tangible Chattel Paper** If Debtor shall at any time hold or acquire any promissory notes or tangible chattel paper, Debtor shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such Instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify; provided however Debtor shall not be required to endorse, assign or deliver any such promissory notes or chattel paper to the extent that such promissory notes or chattel paper represent debts of a *de minimus* amount.
- 5.2 **Deposit Accounts** For each Deposit Account that Debtor at any time opens or maintains, if an Enforcement Action has occurred and is continuing, Debtor shall, at the Secured Party's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Secured Party, either (a) cause the depository bank to agree to comply with instructions from the Secured Party to such depository bank

directing the disposition of funds from time to time credited to such Deposit Account, without further consent of Debtor, or (b) arrange for the Secured Party to become the customer of the depository bank with respect to the Deposit Account, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw funds from such deposit account. The provisions of this paragraph shall not apply to (i) Deposit Accounts for which the Secured Party is the depository and (ii) deposit accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Debtor's salaried employees.

- 5.3 Investment Property** If Debtor hereafter acquires additional Investment Property, Debtor shall take all steps necessary, in accordance with any applicable law and consistent with the Senior Facility Agreement and the Mezzanine Facility Agreement, to deliver to the Secured Party a valid, perfected and first priority security interest, or its equivalent under applicable law, in such Investment Property, provided however Debtor shall not be required to deliver to the Secured Party a valid, perfected and first priority security interest, or its equivalent under applicable law, to the extent that such Investment Property is of a *de minimus* value.
- 5.4 Collateral in the Possession of a Bailee** If any goods are at any time in the possession of a bailee, Debtor shall promptly notify the Secured Party thereof and, if requested by the Secured Party, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to the Secured Party acting reasonably, that the bailee holds such Collateral for the benefit of the Secured Party and, following an Enforcement Action that is continuing, shall act upon the instructions of the Secured Party, without the further consent of Debtor.
- 5.5 Electronic Chattel Paper** If Debtor at any time holds or acquires an interest in any Electronic Chattel Paper, Debtor shall promptly notify the Secured Party thereof and, at the request of the Secured Party, shall take such action as the Secured Party may reasonably request to vest in the Secured Party control, under § 9-105 of the UCC.
- 5.6 Letter-of-credit Rights** If Debtor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of Debtor, Debtor shall promptly notify the Secured Party thereof and, at the request and option of the Secured Party, subsequent to Enforcement Action occurring and continuing, Debtor shall, pursuant to an agreement in form and substance satisfactory to the Secured Party acting reasonably, use all best efforts to either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment for security purposes to the Secured Party of the proceeds of any drawing under the letter of credit or (ii) arrange for the Secured Party to become the transferee beneficiary of the letter of credit, with the Secured Party agreeing, in each case, that the proceeds of any drawing under the letter to credit are to be applied as provided in the Senior Facility Agreement, the Mezzanine Facility Agreement and the Intercreditor Deed.
- 5.7 Commercial Tort Claims** If Debtor shall at any time hold or acquire a commercial tort claim, Debtor shall promptly notify the Secured Party in a writing signed by Debtor of the

details thereof and, subsequent to Enforcement Action occurring and continuing, grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance reasonably satisfactory to the Secured Party.

5.8 Other Actions as to any and all Collateral Debtor further agrees to take any other action reasonably requested by the Secured Party to insure the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral including, without limitation:

- 5.8.1 furnishing to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail and in form reasonably satisfactory to the Secured Party,
- 5.8.2 executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC as in effect in any relevant UCC Jurisdiction, to the extent, if any, that the Debtor's signature thereon is required therefor,
- 5.8.3 causing the Secured Party's name to be noted as secured party on any certificate of title for a titled good, other than motor vehicles, if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral,
- 5.8.4 complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral,
- 5.8.5 obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor or other person obligated on Collateral, provided, that, such consents and approvals are conditions to attachment, perfection or priority, or the ability of the Secured Party to enforce, the Secured Party's interest in the Collateral, and
- 5.8.6 taking all actions required by other law, as applicable in any relevant UCC Jurisdiction, or by other law as applicable in any foreign jurisdiction.

6 Further Covenants

Debtor covenants and agrees with the Secured Party that from and after the date of this Security Agreement:

- 6.1 **Ownership of Collateral** Debtor will continue to own each item of the Collateral owned by it free and clear of any and all Liens, rights or claims of all other Persons, and Debtor shall use reasonable efforts to defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to the Secured

Party, including taking all reasonable steps to protect the Intellectual Property from third party infringement and misappropriation.

- 6.2 Change of Name; Identity; Corporate Structure; or Chief Executive Office Location of Inventory and Equipment** Debtor will not change its name, identity, corporate structure (including, without limitation, its jurisdiction of formation) or the location of its chief executive office or location of its Inventory or Equipment, except in the case of the merger of Plenum Publishing Corporation into Kluwer Boston, Inc., without (i) giving the Secured Party at least thirty (30) days' prior written notice clearly describing such new name, identity, corporate structure or new location and providing such other information in connection therewith as the Secured Party may reasonably request, and (ii) taking all action satisfactory to the Secured Party as the Secured Party may reasonably request to maintain the security interest of the Secured Party in the Collateral intended to be granted hereby at all times fully perfected with the same or better priority and in full force and effect.
- 6.3 Maintain Records** Debtor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral.
- 6.4 Right of Inspection** Debtor shall ensure that any one or more representatives, agents and advisers of Secured Party will, on reasonable grounds and with reasonable prior notice (but not more often than once during each financial year of Debtor unless Secured Party reasonably believes that an Event of Default has occurred), be allowed to have access to the assets, books, records and premises of Debtor and to inspect the same during normal business hours (at the expense of Debtor or its agent).
- 6.5 Insurance** Debtor will maintain insurance in accordance with Section 25.18 of the Senior Facility Agreement and Section 25.18 of the Mezzanine Facility Agreement.
- 6.6 Payment of Obligations** Debtor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral, as well as all claims of any kind (including, without limitation, claims for labor, materials, supplies and services) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve, in the sole reasonable opinion of the Secured Party, any material danger for the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on the Debtor's books in accordance with generally accepted accounting principles.
- 6.7 Negative Pledge** Debtor will not create, incur or permit to exist, will use reasonable efforts to defend the Collateral against, and will take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Liens created hereby or under the Senior Facility Agreement and the Mezzanine Facility Agreement and relating to the Copyrights identified in Schedule 2.14 (ii) and as may otherwise be permitted under the Finance Documents.

6.8 Limitations on Dispositions of Collateral The Debtor will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as permitted in the Senior Facility Agreement and the Mezzanine Facility Agreement.

6.9 Performance by the Secured Party of the Debtor's Obligations; Reimbursement If Debtor fails to perform or comply with any of its agreements contained herein, the Secured Party may, without notice to or consent by the Debtor, perform or comply or cause performance or compliance therewith and the reasonable expenses of the Secured Party incurred in connection with such performance or compliance, shall be payable by Debtor to the Secured Party within ten (10) Business Days of demand and such reimbursement obligation shall be secured hereby.

7 Power of Attorney

7.1 Appointment Debtor by way of security irrevocably appoints the Secured Party its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

7.1.1 to do anything which Debtor is obliged to do (but has not done) under this Security Agreement (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Collateral); and

7.1.2 to, at any time after an Enforcement Action (which shall be continuing), exercise any of the rights conferred on the Secured Party in relation to the Finance Documents, Collateral, the UCC or US Bankruptcy Law or any other applicable law.

7.2 Ratification Debtor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Section 7.1 (*Appointment*).

8 Remedies; Rights Upon Default

8.1 Rights and Remedies Generally If an Enforcement Action shall occur and be continuing, then and in every such case, the Secured Party shall have all the rights of a secured party under the UCC, shall have all rights now or hereafter existing under all other applicable laws, and, subject to any mandatory requirements of applicable law then in effect, shall have all the rights set forth in the Senior Facility Agreement, the Mezzanine Facility Agreement and the Intercreditor Deed and this Security Agreement and all the rights set forth with respect to the Collateral in any other security agreement between the parties.

8.2 Assembly of Collateral If an Enforcement Action shall occur and be continuing, upon reasonable notice to Debtor, Debtor shall, at its own expense, assemble the Collateral (or from time to time any portion thereof) and make the Collateral available to the Secured Party at any place or places designated by the Secured Party which is reasonably convenient to both parties.

8.3 Disposition of Collateral The Secured Party will give Debtor reasonable notice of the time and place of any public sale of the Collateral or any part thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Debtor agrees that the requirements of reasonable notice to it shall be met if such notice is mailed, postage prepaid to its address specified in Section 9 of this Security Agreement (or such other address that Debtor may provide to the Secured Party in writing) at least ten (10) days before the time of any public sale or after which any private sale may be made.

8.4 Notification to Account Debtors and Other Persons Obligated on Collateral If an Enforcement Action shall have occurred and be continuing, Debtor shall, at the request of the Secured Party, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any Account, Chattel Paper, General Intangible, Instrument or other Collateral and that payment thereof is to be made directly to the Secured Party or to any financial institution designated by the Secured Party as the Secured Party's agent therefor, and the Secured Party may itself, if an Enforcement Action shall have occurred and be continuing, without notice to or demand upon Debtor, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, Debtor shall hold any proceeds of collection of Accounts, Chattel Paper, General Intangibles, Instruments and other Collateral received by Debtor as trustee for the Secured Party without commingling the same with other funds of Debtor and shall turn the same over to the Secured Party in the identical form received, together with any necessary endorsements or assignments. The Secured Party shall apply the proceeds of collection of Accounts, Chattel Paper, General Intangibles, Instruments and other Collateral received by the Secured Party to the Liabilities.

Recourse Debtor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to satisfy the Liabilities. Debtor shall also be liable for all reasonable expenses of the Secured Party incurred in connection with collecting such deficiency, including, without limitation, the reasonable fees and disbursements of any outside attorneys employed by the Secured Party to collect such deficiency. The Secured Party shall promptly return to Debtor any proceeds of any sale or other disposition of the Collateral in excess of the Liabilities and any reimbursable expenses incurred in connection with the satisfaction thereof.

8.5 Expenses; Attorneys Fees Debtor shall reimburse the Secured Party for all its reasonable expenses in connection with the exercise of its rights hereunder, including, without limitation, all reasonable outside attorneys' fees and legal expenses incurred by the Secured Party. Expenses of retaking, holding, preparing for sale, selling or the like shall include the reasonable attorneys' fees and legal expenses of the Secured Party. All such expenses shall be secured hereby.

8.6 Limitation on Duties Regarding Preservation of Collateral

(a) The Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it

in the same manner as the Secured Party deals with similar property for its own account.

- (b) The Secured Party shall have no obligation to take any steps to preserve rights against prior parties to any Collateral.
- (c) Neither the Secured Party nor any of its directors, officers, employees 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 Debtor or otherwise.

9 Miscellaneous

- 9.1 **Indemnity** Debtor agrees to indemnify, reimburse and hold the Secured Party and its officers, directors, employees, representatives and agents ("Indemnitees") harmless from any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments or suits for whatsoever kind or nature which may be imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Security Agreement or the transactions contemplated hereby ("Indemnified Liabilities"); provided, however, that Debtor shall have no obligation to an Indemnitee hereunder for Indemnified Liabilities arising from the negligence, willful misconduct or actual fraud of such Indemnitee. The obligations of Debtor under this Section shall be secured hereby and shall survive payment and performance or discharge of the Liabilities and the termination of this Security Agreement.
- 9.2 **Governing Law** THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.
- 9.3 **Agent for Service of Process** Debtor hereby irrevocably submits to the non-exclusive jurisdiction of any New York State or United States federal court sitting in the Borough of Manhattan in The City of New York in any action or proceeding arising out of or relating to this Security Agreement, and Debtor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State or United States federal court. Debtor hereby irrevocably waives, to the fullest extent it may legally do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Debtor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Debtor hereby irrevocably designates and appoints CT Corporation, 111 Eighth Avenue, New York, NY 10011, Phone (212) 550-9200, Fax (212) 550-9290 as the agent of Debtor to receive on its behalf service of all process brought against it with respect to any such proceeding in any such court in the State of New York, such service being hereby acknowledged by Debtor to be effective and binding on it in every respect. If for any reason such agent

shall cease to be available to act as such, then Debtor shall promptly designate a new agent in the Borough of Manhattan in The City of New York.

- 9.4 Notices** Except as otherwise provided herein, any notice required hereunder shall be in writing (including by fax transmission), and shall be deemed to have been validly served, given or delivered upon receipt after transmittal by hand or by courier or in the case of delivery by fax, when sent and receipt has been confirmed, or five business days after deposit in the United States mails, registered first class mail, with proper postage prepaid, and addressed to the party to be notified at the following addresses (or such other address as such party shall designate in a notice delivered to the other party hereunder):

If to Debtor:

Kluwer Boston Inc.
101 Philip Drive
Norwell, MA 02061 USA
Attn: Steve Dana

Any communication required to be addressed to Kluwer Boston Inc. shall also be addressed to it at:

Canven
"Urgent - For the attention of Brian Linden"
Pinners Hall
105-108 Old Broad Street
London EC2N 1EH

and to:

Candover Partners Ltd.
"Urgent - For the attention of Simon Leefe"
20 Old Bailey
London EC4M 7LN

with a copy to:

Clifford Chance LLP
"Urgent - For the attention of Thijs Alexander"
Droogbak 1a, 1013 GE Amsterdam

If to the Secured Party:

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
Attn: Duncan Nash, Agency Division
Fax: +44 (0) 20 7773 4893

- 9.5 Successors and Assigns** This Security Agreement shall be binding upon and inure to the benefit of Debtor, the Secured Party, all future holders of the Liabilities and their respective successors and permitted assigns, except that Debtor may not assign or transfer any of its rights or obligations under this Security Agreement without the prior written consent of the Secured Party. The Secured Party may only assign or transfer its rights and obligations under this Security Agreement in accordance with the transfer provisions of the Senior Facility Agreement and the Mezzanine Facility Agreement.
- 9.6 Waivers and Amendments** None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the party against whom enforcement is sought. In the case of any waiver, Debtor and the Secured Party shall be restored to their former position and rights hereunder and under the outstanding Liabilities, and any Default or Enforcement Action waived shall be deemed to be cured and not continuing, but no such waiver shall extend to any subsequent or other Default or Enforcement Action, or impair any right consequent thereon.
- 9.7 No Waiver; Remedies Cumulative** No failure or delay on the part of the Secured Party in exercising any right, power or privilege hereunder and no course of dealing between Debtor and the Secured Party shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have on any future occasion. The rights and remedies herein expressly provided are cumulative and may be exercised singly or concurrently and as often and in such order as the Secured Party deems expedient and are not exclusive of any rights or remedies which the Secured Party would otherwise have whether by security agreement or now or hereafter existing under applicable law. No notice to or demand on Debtor in any case shall entitle Debtor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Secured Party to any other or future action in any circumstances without notice or demand.
- 9.8 Termination; Release** When the Liabilities have been paid and performed in full, this Security Agreement shall terminate, and the Secured Party, promptly upon the request and at the sole expense of Debtor, will execute and deliver to Debtor the proper instruments (including UCC termination statements) acknowledging the termination of this Security Agreement, and will duly assign, transfer and deliver to Debtor, without recourse, representation or warranty of any kind whatsoever, such of the Collateral as may be in possession of the Secured Party and has not theretofore been disposed of, applied or released.
- 9.9 Headings Descriptive** The headings of the several Sections and subsections of this Security Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

9.10 Severability In case any provision in or obligation under this Security Agreement or the Liabilities shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

9.11 Counterparts This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. An executed counterpart of this instrument delivered by facsimile shall be as effective as a manually executed and delivered counterpart of this instrument.

In Witness Whereof, Debtor and the Secured Party have caused this Security Agreement to be duly executed and delivered as of the date first above written.

BARCLAYS BANK PLC

By: *CHRISTOPHER MCGILL*
Name: *FRASER MCGILL*
Title: *ASSOCIATE DIRECTOR*

KLUWER BOSTON INC.

By:

Name:

Title:

In Witness Whereof, Debtor and the Secured Party have caused this Security Agreement to be duly executed and delivered as of the date first above written.

BARCLAYS BANK PLC

By:

Name:

Title:

KLUWER BOSTON, INC.

By:

Name: Petar Hendriks

Title:

Annex A**Debtor Corporate Information
and Location of Chief Executive Offices and Goods****Mailing Address and Chief Executive Office:**

Kluwer Boston Inc.
101 Philip Drive
Norwell, MA 02061 USA
Attn: Steve Dane

Any communication required to be addressed to Kluwer Boston Inc. shall also be addressed to it at:

Cinven
"Urgent - For the attention of Brian Linden"
Pinners Hall
105-106 Old Broad Street
London EC2N 1EH

and to:

Candover Partners Ltd.
"Urgent - For the attention of Simon Leefe"
20 Old Bailey
London EC4M 7LN

with a copy to:

Clifford Chance LLP
"Urgent - For the attention of Thijs Alexander"
Droogbak 1a, 1013 GE Amsterdam

If to the Secured Party:

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
Attn: Duncan Nash, Agency Division
Fax: +44 (0) 20 7773 4893

Location of Goods:

Annex B
Filing Offices

Secretary of State of the Commonwealth of Massachusetts, USA

Schedule 2.11
Commercial Tort Claims

[*]

Schedule 2.13

Partnership Interests

[*]

Schedule 2.14(i)

Intellectual Property: Patents

(a)

Schedule 2.14(ii)

Intellectual Property: Trademarks

Trademarks

US TRADEMARKS								
Owner	Country	Trademark	Reg. No.	Reg. Date	Serial No.	Filing Date	Class	Status
Kluwer Boston Inc.	US	PUBLIC CHOICE			78-214,713	2/13/03	16	Pending
Kluwer Boston Inc.	US	INTERNATIONAL JOURNAL OF COMPUTER VISION			78-214,655	2/13/03	16	Pending
Kluwer Boston Inc.	US	JOURNAL OF MATERIALS SCIENCE			78-214,133	2/12/03	16	Pending
Kluwer Boston Inc.	US	BREAST CANCER RESEARCH AND TREATMENT			78-214,126	2/12/03	16	Pending

COMMUNITY TRADEMARKS								
Owner	Country	Trademark	Reg. No.	Reg. Date	Application No.	Application Date	Class	Status
Kluwer Boston Inc.	EU	COMPUTER VISION			3039351	2/10/03	9 16 41	Pending
Kluwer Boston Inc.	EU	JOURNAL OF MATERIALS SCIENCE JMS			3039336	2/10/03	9 16 41	Pending
Kluwer Boston Inc.	EU	PUBLIC CHOICE X			3039278	2/10/03	9 16 41	Pending