

MRD 8-12-98

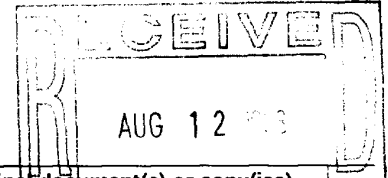
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-17-1998



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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
- 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
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Opinion Research Corporation Execution Date
Month Day Year Jul. 20, 1998

- Formerly _____
- Individual General Partnership Limited Partnership Corporation Association
 - Other _____
 - Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Chase Manhattan Bank, The

DBA/AKA/TA _____

Composed of _____

Address (line 1) East 36 Midland Avenue

Address (line 2) _____

Address (line 3) Paramus NJ 07652
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other Banking Institution
- Citizenship/State of Incorporation/Organization New York

08/17/1998 DNGUYEN 00000028 75416206

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 350.00 OP

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

TRADEMARK
REEL: 1768 FRAME: 0440

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="75-416,206"/>	<input type="text" value="75-244,989"/>	<input type="text" value="75-177,244"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="75-409,749"/>	<input type="text" value="75-200,602"/>	<input type="text" value="75-771,874"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="75-406,320"/>	<input type="text" value="75-192,868"/>	<input type="text" value="75-149,395"/>

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.

HAROLD S. ATLAS



8/10/98

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)

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75-130,054	<input type="text"/>	<input type="text"/>
75-114,759	<input type="text"/>	<input type="text"/>
74-707,637	<input type="text"/>	<input type="text"/>
73-659,918	<input type="text"/>	<input type="text"/>
73-212,843	<input type="text"/>	<input type="text"/>
73-212,506	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS is made this 20th day of July, 1998, by OPINION RESEARCH CORPORATION, a Delaware corporation, having its chief executive office at 23 Orchard Road, Skillman, New Jersey 08558 (the "Borrower"), in favor of THE CHASE MANHATTAN BANK, a New York banking institution, with a place of business at East 36 Midland Avenue, Paramus, New Jersey 07652, as Agent for the ratable benefit of the lenders which are now or may hereafter be parties to the Loan Agreement (as hereinafter defined) (the "Agent").

RECITALS:

WHEREAS, the Borrower owns the entire right, title, and interest in and to the Trademarks (as hereinafter defined); and

WHEREAS, the Borrower is now and may in the future be indebted to Banks for loans and advances and other financial accommodations made or to be made by Banks to or on behalf of Borrower including but not limited to Revolving Credit Advances, Letters of Credit and Term Loans under a Loan and Security Agreement, dated this date among Borrower, the other borrowers thereunder, the Agent and the Banks (said agreement as the same may be amended or modified from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement the Borrower has granted to the Agent for the ratable benefit of the Banks a security interest in the trademarks set forth on Schedule I hereto and any and all other trademarks or other rights in any trademarks, trade names or service marks now owned or hereafter acquired by the Borrower (collectively, the "Trademarks") together with the formulations, applications and registrations thereof, any and all goodwill of the businesses symbolized by any of the foregoing, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (collectively, the "Collateral") to secure the obligations of the Borrower to the Banks set forth in the Loan Agreement, the Notes or any other Loan Document (collectively, the "Obligations");

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower does hereby agree:

1. Assignment. In order to secure the prompt payment, performance, and observance of the Obligations, the Borrower does hereby collaterally assign to the Agent for the ratable benefit of the Banks any and all of its rights in the Collateral. It is expressly understood and agreed that the assignment hereunder is in addition to and not in replacement of the security interests in the Trademarks granted under the Loan Agreement; the Borrower hereby confirms such grant of security interest in favor of the Agent for the ratable benefit of the Banks.

2. Borrower's Covenants. The Borrower hereby agrees and covenants:

(a) as to all Trademarks, to take all steps necessary to properly maintain and renew all registrations of Trademarks, which are or may become a part of the Collateral or may become subject to the Loan Agreement, for the full term or terms

permitted by law, including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew the registrations of Trademarks (including the filing of a declaration of incontestability under § 15 of the United States Trademark Act, where possible) which may be necessary or appropriate under applicable law.

(b) as to all Trademarks, to file new applications to register and protect under applicable law all Trademarks acquired by the Borrower but for which applications have not been previously filed and to take all other actions necessary to cause registrations for such Trademarks to be issued as a result of said applications.

(c) as to all Trademarks, to protect the Trademarks from infringement, unfair competition, dilution or damage by all appropriate actions, including but not limited to commencement of legal action to prevent and recover damages for infringement and to defend the Trademarks from claims of infringement, unfair competition or damage, including the defense of any legal actions making such claims.

(d) to deliver to the Banks on a semi-annual basis (i) a report as to the status of each of the Trademarks, detailing (A) for any newly acquired Trademarks, the nature thereof and the status of any applications for registration thereof and (B) for existing Trademarks, the status of any applications for renewal or extension of the registration thereof; and (ii) proof that the Borrower has obtained and maintains the services of a patent and trademark monitoring service to monitor any infringements of any of the Trademarks.

3. Acknowledgment of Rights and Remedies. The Borrower does hereby further acknowledge, affirm and consent and agree to the rights and remedies of the Agent for the ratable benefit of the Banks with respect to the assignment and grant of security interests in, the Collateral made and granted hereunder and more fully set forth in the Loan Agreement, the terms and provisions of which are fully incorporated herein by reference as if set forth herein.

4. License to Use Collateral. Unless an Event of Default shall have occurred and be continuing, the Borrower shall have the license, right and privilege to use, enforce, maintain, amend and otherwise deal with the Trademarks in a manner not inconsistent with the Loan Agreement. For such purposes and upon an Event of Default, such license, right and privilege shall automatically terminate (without notice to any person) and the Borrower authorizes and empowers the Agent for the ratable benefit of the Banks to constitute and appoint any officer or representative of the Agent for the ratable benefit of the Banks as the Agent for the ratable benefit of the Banks may select, as the Borrower's true and lawful attorney-in-fact with the power to endorse the Borrower's name on all applications, documents, papers and instruments necessary for the Agent for the ratable benefit of the Banks to use the Collateral or to grant or issue any exclusive or non-exclusive license under the Collateral to any third party or necessary for the Agent for the ratable benefit of the Banks to assign, pledge, convey or otherwise transfer title to the Collateral to anyone else in accordance with law. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Assignment of Trademarks and the Loan Agreement and until all Obligations of the Borrower to the

Banks related thereto have been fully, finally and indefeasibly paid and satisfied in full and any financial accommodations on behalf of the Borrower have terminated.

5. Termination of Assignment. Upon the full, final and indefeasible payment in full of all of the Obligations (including but not limited to indemnity obligations of the Borrower under the Loan Agreement and the other Loan Documents) and termination of any commitment to lend or provide other financial accommodations on behalf of the Borrower, this Assignment of Trademarks shall terminate and be void and of no further force or effect and all rights in the Trademarks shall be reassigned to the Borrower. At such time, the Agent for the ratable benefit of the Banks will provide to the Borrower at the Borrower's expense all release and reassignment documents and agreements reasonably requested by the Borrower, including without limitation, all documents necessary to evidence such reassignment in the United States Office of Patents and Trademarks.

6. No Waiver; No Obligation of Bank. (a) The failure of the Agent to exercise any right granted to it under this Assignment of Trademarks shall not be, nor shall it be construed to be, a waiver thereof and shall not bar the Agent or any Bank from continuing to exercise such rights in the future.

(b) The Agent and the Banks shall have no obligations as to the Trademarks, including but not limited to taking any steps toward renewing any registrations of the Trademarks or taking any action to defend any of the Trademarks from any claims from infringement, unfair competition, dilution or damage.

7. Governing Law. Except to the extent that federal law preempts the construction hereof, this Assignment of Trademarks shall be construed under the laws of the State of New York, without reference to conflicts of law principles thereof.

8. Severability. The terms of this Assignment of Trademarks are severable. If any term hereof shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

9. Further Assurances. The Borrower agrees to execute any and all such documents and certificates, take such actions and make such filings and registrations as may be necessary (in the reasonable discretion of the Agent) to effect the terms hereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment of Trademarks as of this ~~15th~~^{14th} day of July, 1998.

ATTEST:

OPINION RESEARCH CORPORATION

By: John F. Short

Name: John F. Short
Title: Vice Chairman & CFO

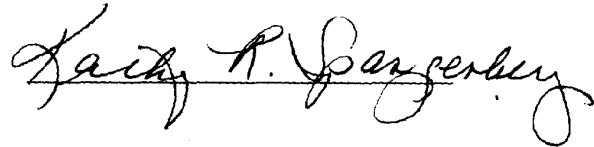
By: K. P. Croke

Name: Kevin P. Croke
Title: Asst. Secretary

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.:
COUNTY OF SOMERSET)

BE IT REMEMBERED, that on this 16th day of July, 1998, before me, a NOTARY PUBLIC of the State of NEW JERSEY, personally appeared Kevin Croke the Asst Sec't of OPINION RESEARCH CORPORATION, who, I am satisfied is the person who signed the within Instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that the said Instrument made by the corporation, sealed, signed, and delivered by him as such Asst Sec't and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.



KATHY R. SPANGENBERG
Notary Public of New Jersey
My Commission Expires February 6, 2000

Schedule I
(List of the Trademarks)

<u>Trademark</u>	<u>Serial No.</u>
OPINION RESEARCH CORPORATION INTERNATIONAL	75-416,206
GLOBAL STANDARD	75-409,749
CUSTOMERS FOR LIFE	75-406,320
TELESCIENCE	75-244,989
CORPERCEPTIONS	75-200,602
LOYALTY EXPRESS	75-192,868
NETTRACK	75-177,244
IMAGE EXPRESS	75-171,874
NETTRACK	75-149,395
CUSTOMERSPEAK	75-130,054
NETTRACK	75-114,759
ORC INTERNATIONAL	74-707,637
CARAVAN	73-659,918
ORC	73-212,843
CARAVAN SURVEYS	73-212,506