

09-18-2000



101460200

8.7400

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

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

75697793

- 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

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.)

Citizenship/State of Incorporation/Organization

09/15/2000 DNGUYEN 00000340 75697793

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
200.00 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: 002138 FRAME: 0607

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" value="75/697793"/>	<input type="text" value="75/688196"/>	<input type="text" value="75/933543"/>	<input type="text" value="2332049"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/021826"/>	<input type="text" value="76/021850"/>	<input type="text" value="76/021874"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/933544"/>	<input type="text" value="75/566360"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Stephen H. Nelsen

8/21/00

Name of Person Signing

Signature

Date Signed

**SECOND AMENDMENT TO TRADEMARK
ASSIGNMENT FOR SECURITY**

THIS SECOND AMENDMENT TO TRADEMARK ASSIGNMENT FOR SECURITY ("Amendment") is made and entered into as of May 31, 2000, by and between Gallup, Inc., a Delaware corporation ("Assignor") and U.S. Bank National Association, a national banking association ("Lender").

W I T N E S S E T H:

WHEREAS, Assignor and Lender previously entered into a Trademark Assignment for Security dated December 31, 1997; and

WHEREAS, Assignor and Lender subsequently entered into an Amendment to Trademark Assignment for Security dated June 21, 1999; and

WHEREAS, a true and correct copy of the Amendment to Trademark Assignment for Security with a copy of the Trademark Assignment for Security attached as an exhibit is attached hereto as Exhibit 1; and

WHEREAS, the Trademark Assignment for Security, as amended, provided that any additional trademarks obtained by the Assignor, and any applications for additional trademarks by the Assignor, shall be included in the "Trademarks," as defined in the Trademark Assignment for Security. assigned by the Assignor; and

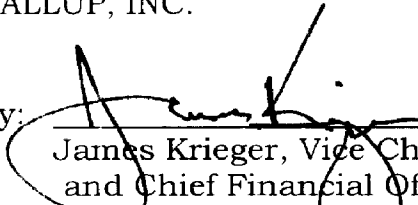
WHEREAS, Assignor has advised the Lender that subsequent to the date of the Trademark Assignment for Security, the Assignor has obtained additional "Trademarks," as defined in the Trademark Assignment for Security.


NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender that the list of trademarks attached to the Trademark Assignment for Security as

Exhibit "A," as amended, is hereby further amended to include the additional trademarks or applications for trademarks attached hereto as Exhibit "B" and incorporated herein by this reference.


Dated the date and year first above written.

GALLUP, INC.

By: 
James Krieger, Vice Chairman
and Chief Financial Officer

By: 
Steven D. O'Brien
General Counsel and Corporation
Secretary

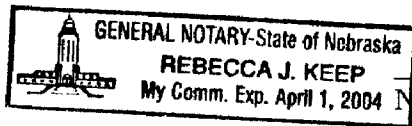
U.S. BANK NATIONAL ASSOCIATION

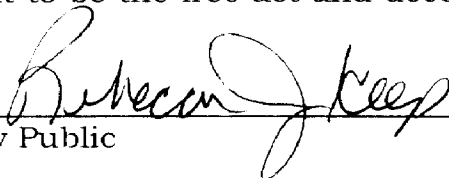
By: 
Daniel S. Black
Senior Vice President

Certificate of Acknowledgment

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of June, 2000, personally appeared James Krieger, to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice Chairman and Chief Financial Officer of Gallup, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said James Krieger acknowledged said instrument to be the free act and deed of said corporation.

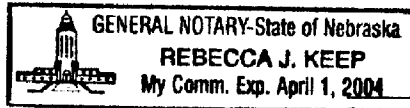



Notary Public

Certificate of Acknowledgment

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of June, 2000, personally appeared Steven D. O'Brien, to me known personally, and who, being by me duly sworn, deposes and says that he is the General Counsel and Corporation Secretary of Gallup, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Steven D. O'Brien acknowledged said instrument to be the free act and deed of said corporation.



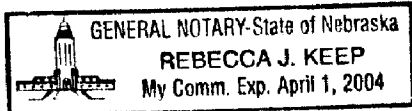
Rebecca J. Keep

Notary Public

Certificate of Acknowledgment

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of June, 2000, personally appeared Daniel S. Black, to me known personally, and who, being by me duly sworn, deposes and says that he is the Senior Vice President of U.S. Bank National Association, a national banking association, and that said instrument was signed and sealed on behalf of said association, and said Daniel S. Black acknowledged said instrument to be the free act and deed of said association.



Rebecca J. Keep

Notary Public

**AMENDMENT TO TRADEMARK
ASSIGNMENT FOR SECURITY**

THIS AMENDMENT TO TRADEMARK ASSIGNMENT FOR SECURITY ("Amendment") is made and entered into this 21~~st~~ day of June, 1999, by and between Gallup, Inc., a Delaware corporation ("Assignor") and U.S. Bank National Association, a national banking association ("Lender").

WITNESSETH:

WHEREAS, Assignor and Lender previously entered into a Trademark Assignment for Security dated December 31, 1997, a true and correct copy of which is attached hereto as Exhibit 1 and is incorporated herein by this reference; and

WHEREAS, the Trademark Assignment for Security provided that any additional trademarks obtained by the Assignor, and any applications for additional trademarks by the Assignor, shall be included in the "Trademarks," as defined in the Trademark Assignment for Security, assigned by the Assignor; and


WHEREAS, Assignor has advised the Lender that subsequent to the date of the Trademark Assignment for Security, the Assignor has obtained additional "Trademarks," as defined in the Trademark Assignment for Security.


NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender that the list of trademarks attached to the Trademark Assignment for Security as Exhibit "A" is hereby amended to include the

additional trademarks or applications for trademarks attached hereto as Exhibit 2 and incorporated herein by this reference.

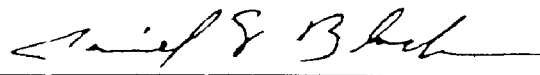
Dated the date and year first above written.

GALLUP, INC.

By: 
James Krieger, Vice Chairman
and Chief Financial Officer

By: 
Steven D. O'Brien
General Counsel and Corporation
Secretary

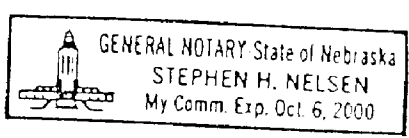
U.S. BANK NATIONAL ASSOCIATION

By: 
Daniel S. Black
Senior Vice President

Certificate of Acknowledgment

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 21st day of June, 1999, personally appeared James Krieger and Steven D. O'Brien to me known personally, and who, being by me duly sworn, deposes and says that they are respectively the Vice Chairman and Chief Financial Officer and the General Counsel and Corporation Secretary of Gallup, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said James Krieger and Steven D. O'Brien acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

TRADEMARK ASSIGNMENT FOR SECURITY

This Trademark Assignment for Security ("Agreement") is made this 31st day of December, 1997, between Gallup, Inc., a Delaware corporation having a mailing address at 301 South 68th Street Place, Lincoln, Nebraska 68510 ("Assignor") and U.S. Bank National Association d/b/a First Bank, N.A., having a mailing address at 233 South 13th Street, Lincoln, Nebraska 68508 ("Lender").

WITNESSETH

WHEREAS, Assignor and Lender have made and entered into an Amended and Restated Loan Agreement for Revolving Credit Facility and Term Loan Credit Facilities dated December 31, 1997, (as amended from time to time, the "Loan Agreement"); and

WHEREAS, as a condition of the Loan Agreement, Assignor has agreed to assign certain trademark rights to Lender.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants and assigns to Lender a security interest in, and mortgage on the trademarks listed in Exhibit "A" hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), together with the goodwill and other assets of Assignor critical to the use and value of the trademarks, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Trademarks") to secure the prompt payment, performance and observance of the Obligations.

2. Assignor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, after due diligence and reasonable investigation, each of the Trademarks is valid and enforceable and Assignor has notified Lender in writing of all prior art (including public uses and sales) of which it is aware;

(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Assignor not to sue third persons; and

Exhibit 1

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

Except as specifically set forth above, Assignor does not warrant that the Trademarks might not be declared invalid if challenged in court.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks or become entitled to the benefit of any trademark application for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Trademark, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing.

5. Assignor authorizes Lender to modify this Agreement by amending Exhibit "A" to include any future trademarks and trademark applications which are Trademarks under paragraph 1 or paragraph 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Assignor shall have the exclusive, nontransferable right and license to make, have made, use, sell and do business using the Trademarks for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 6, without the prior written consent of Lender.

7. If any Event of Default shall have occurred and be continuing, the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Nebraska or elsewhere, the whole or from time to time any part of the Trademarks or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition.

At any such sale or other disposition, any holder of any Note or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. At such time as Assignor shall completely satisfy all of the Obligations, Lender shall execute and deliver to Assignor all bills of sale, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, preserving Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

10. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application of the Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on untrademarked but trademarkable items and to preserve and maintain all rights in trademark applications and trademarks of the Trademarks. Any expenses incurred in connection with such an application shall be borne by Assignor. The Assignor shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

11. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision

in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

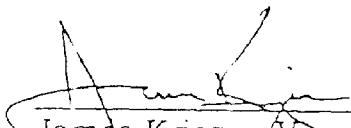
15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Nebraska.

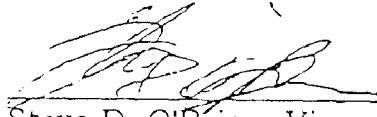
WITNESS the execution hereof under seal the day and year first above written.

GALLUP, INC., a Delaware corporation

By:

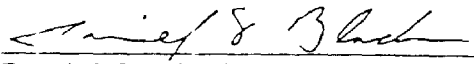

James Krieger, Vice Chairman
and Chief Financial Officer

By:


Steve D. O'Brien, Vice
President and General
Counsel

U.S. BANK NATIONAL ASSOCIATION
d/b/a FIRST BANK, N.A., a national
association

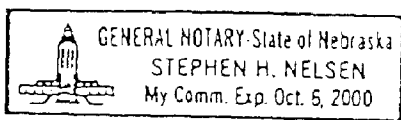
By:


Daniel S. Black
Vice President

Certificate of Acknowledgment

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 21st day of December, 1997, personally appeared James Krieger and Steven D. O'Brien to me known personally, and who, being by me duly sworn, deposes and says that they are respectively the Vice Chairman and Chief Financial Officer and the Vice President and General Counsel of Gallup, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said James Krieger and Steven D. O'Brien acknowledged said instrument to be the free act and deed of said corporation.



Stephen H. Nelsen

Notary Public

EXHIBIT "A"

TRADEMARK DESCRIPTION	UNITED STATES	
	REGISTRATION NUMBER/DATE	APPLICATION NUMBER/DATE
GALLUP		75/234811 02/03/97
GALLUP		75/321233 07/08/97
MEASUREMENT BASED LEADERSHIP		75/056168 02/12/96
QSA	1750828 02/02/93	229494 12/10/91
QUALITY OF SERVICE	1801763 10/26/93	229495 12/10/91
SELECTION RESEARCH, INC.	1535706 04/18/89	743161 08/01/88
SMARTCHART	2010218 10/22/96	75/029829 12/08/95
SRI	1918266 09/12/95	161828 04/29/91
SRI & DESIGN	1744757 01/05/93	207224 09/25/91
SRI GALLUP & DESIGN	1892311 05/02/95	203252 09/13/91
THE FIRST NAME IN INTERNATIONAL RESEARCH	2059880 05/06/97	74/691444 06/21/95
THE GALLUP SCHOOL		75/227740 01/17/97
THE GALLUP POLL	1266004 01/31/84	317712 06/06/81
THE GALLUP POLL MONTHLY	1741239 12/22/92	177757 06/19/91
TX (R+E+R) = P3 & DESIGN	1814004 12/28/93	74/366033 04/08/93
VARSITY MANAGEMENT	1828534 03/29/94	405217 06/18/93

NOTICE OF SECURITY INTEREST

Gallup, Inc., with its principal place of business at 301 South 68th Street Place, Lincoln, Nebraska 68510 ("Borrower") under that certain Amended and Restated Loan Agreement for Revolving Credit Facility and Term Loan Credit Facilities and the Trademark Assignment for Security Agreement both dated December 31, 1997, has granted a security interest to U.S. Bank National Association d/b/a First Bank N.A., with its principal place of business located at 233 South 13th Street, Lincoln, Nebraska 68508 ("Bank") in and to all of the trademarks listed on Exhibit "A" and the applications and registrations associated therewith, pursuant to the above-referenced agreements between Borrower and Bank.

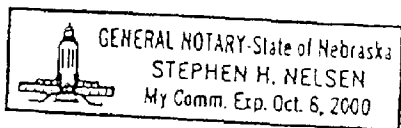
GALLUP, INC.

By: *James R. Krieger*
James R. Krieger
Vice Chairman and Chief
Financial Officer

By: *Steven D. O'Brien*
Steven D. O'Brien
Vice President and
General Counsel

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 31st day of December, 1997 by James R. Krieger, Vice Chairman and Chief Financial Officer and Steven D. O'Brien, Vice President and General Counsel, both of Gallup, Inc., a Delaware corporation, on behalf of said corporation.



Stephen H. Nelsen
Notary Public

My Commission Expires: 10 - 6 - 00

EXHIBIT "A"

TRADEMARK DESCRIPTION	UNITED STATES	
	REGISTRATION NUMBER/DATE	APPLICATION NUMBER/DATE
GALLUP		75/234811 02/03/97
GALLUP		75/321233 07/08/97
MEASUREMENT BASED LEADERSHIP		75/056168 02/12/96
QSA	1750828 02/02/93	229494 12/10/91
QUALITY OF SERVICE	1801763 10/26/93	229495 12/10/91
SELECTION RESEARCH, INC.	1535706 04/18/89	743161 08/01/88
SMARTCHART	2010218 10/22/96	75/029829 12/08/95
SRI	1918266 09/12/95	161828 04/29/91
SRI & DESIGN	1744757 01/05/93	207224 09/25/91
SRI GALLUP & DESIGN	1892311 05/02/95	203252 09/13/91
THE FIRST NAME IN INTERNATIONAL RESEARCH	2059880 05/06/97	74/691444 06/21/95
THE GALLUP SCHOOL		75/227740 01/17/97
THE GALLUP POLL	1266004 01/31/84	317712 06/06/81
THE GALLUP POLL MONTHLY	1741239 12/22/92	177757 06/19/91
TX (R+E+R) = P3 & DESIGN	1814004 12/28/93	74/366033 04/08/93
VARSITY MANAGEMENT	1828534 03/29/94	405217 06/18/93

TRADEMARK DESCRIPTION	UNITED STATES	
	REGISTRATION NUMBER/DATE	APPLICATION NUMBER/DATE
DROP CLUB		75/523435 07/23/98
GALLUP	2242387 05/04/99	
Q12 ADVANTAGE		75/566360 10/03/98
QSA	1750828 02/02/93	229494 12/10/91

Exhibit 2

TRADEMARK DESCRIPTION	UNITED STATES		
	APPLICATION NUMBER/DATE	REGISTRATION NUMBER/DATE	STATUS
DR. GALLUP PORTRAIT	75/697793 05/04/99		TM
QUALITY OF SERVICE AUDIT (QSA)	75/688196 04/22/99		TM
STRENGTHS FINDER	75/647378 02/24/99	2332049 03/21/00	®
COACH	75/933543 03/02/00		SM
STRENGTHSINSIGHT	76/021826 04/07/00		SM
STRENGTHS MARKETPLACE	76/021850 04/07/00		SM
STRENGTHSPREVIEW	76/021874 04/07/00		SM
GALLUP TUESDAY BRIEFING	75/933544 03/02/00		SM
Q12 ADVANTAGE	75/566360 10/03/98		SM

Exhibit "B"

352851.1