

02-06-2003



Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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

102358147

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

1. Name of conveying party(ies): 2-6-03
SURVEY SAMPLING INTERNATIONAL,
LLC
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: The Bank of New York, as
Internal Administrative Agent
Address: _____
Street Address: One Wall Street
City: NY State: NY Zip: 10286
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____
If assignee is not domiciled in the United States, a domestic
representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Grant of Security Interest
Execution Date: January 31, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 75846293;
75846292; 2049085; 1737015;
1511363
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence
concerning document should be mailed:
Name: _____
Internal Address: _____
RETURN TO:
FEDERAL RESEARCH CORP
1030 15th STREET NW
Street Address: **SUITE 920**
WASHINGTON DC 20005
City: _____ State: _____ Zip: _____

6. Total number of applications and
registrations involved:
7. Total fee (37 CFR 3.41)..... \$ 140⁰⁰
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____
(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.
Elizabeth M. Clark Elizabeth M. Clark 2/3/03
Name of Person Signing Signature Date

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

02/07/2003 6TON11 00000054 75846293
01 FC:0521 40.00 OP
02 FC:0522 100.00 OP

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

TRADEMARK
REEL: 002665 FRAME: 0477

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **SURVEY SAMPLING INTERNATIONAL, LLC**, a Delaware limited liability company (the "*Grantor*"), is obligated to **THE BANK OF NEW YORK**, as Administrative Agent (in such capacity, the "*Secured Party*") and the lenders from time to time party to the Credit Agreement, dated as of January 31, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among the Grantor, such lenders and the Secured Party, and pursuant to which the Grantor has entered into the Security Agreement, dated as of January 31, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and between the Grantor, the subsidiaries of Grantor from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party for the benefit of the Secured Parties (as defined in the Security Agreement) a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party for the benefit of the Secured Parties (as defined in the Security Agreement), and grant to the Secured Party for the benefit of the Secured Parties (as defined in the Security Agreement) a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: One Wall Street, New York, New York 10286.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 31st day of January, 2003.

**SURVEY SAMPLING INTERNATIONAL,
LLC**

By: Beverly J. Weiman
Name: Beverly J. Weiman
Title: President

STATE OF Connecticut)
COUNTY OF Fairfield) ss.: Fairfield

On the 30th day of January in the year 2003 before me, the undersigned, personally appeared Beverly J. Weiman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Glenn S. Anderson
Notary Public

My Commission Expires:

11/20/07

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of January 31, 2003

Trademark	Reg. No. / Serial No.	Reg. Date / Filing Date
Surveyspot	75846293	November 10, 1999
Surveyspot.com	75846292	November 10, 1999
Worldopinion	2049085	April 1, 1997
S	1737015	December 1, 1992
Survey Sampling, Inc.	1511363	November 1, 1998