

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Opinion Research Corporation		05/04/2004	CORPORATION: DELAWARE
Macro International Inc.		05/04/2004	CORPORATION: DELAWARE
Social & Health Services, Ltd.		05/04/2004	CORPORATION: MARYLAND

**RECEIVING PARTY DATA**

Name:	Allied Capital Corporation
Street Address:	1919 Pennsylvania Avenue, Third Floor
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006-3434
Entity Type:	CORPORATION: MARYLAND

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	2659146	INSIGHT BEYOND MEASURE
Registration Number:	2336297	TELESCIENCE
Registration Number:	2105536	CORPERCEPTIONS
Registration Number:	2107250	LOYALTY EXPRESS
Registration Number:	2194641	NETTRACK
Registration Number:	2099351	IMAGE EXPRESS
Registration Number:	2002715	ORC INTERNATIONAL
Registration Number:	1470224	CARAVAN
Registration Number:	1147327	ORC
Registration Number:	1158530	CARAVAN SURVEYS
Registration Number:	2533930	FORMMAGICIAN
Registration Number:	2287775	MACRO INTERNATIONAL INC.
Registration Number:	2171159	SOUND SIGNATURE

OP \$590.00 2659146

Registration Number:	2171158	RAD TRACK
Registration Number:	2125123	WEBINTERCHANGE
Registration Number:	2119176	CL+
Registration Number:	2121094	CUSTOMER LOYALTY PLUS
Registration Number:	2025408	PASS-ALONG
Serial Number:	78086652	QA ORC'S QUESTION AMERICA
Serial Number:	78086650	ORC'S QUESTION AMERICA
Serial Number:	78335690	CHIMERACAST
Registration Number:	2535501	
Registration Number:	2651015	INFONETC@FFE

**CORRESPONDENCE DATA**

Fax Number: (202)223-2085  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-861-3900  
Email: dctrademarks@piperrudnick.com  
Correspondent Name: Thomas E. Zutic, Esq - PIPER RUDNICK LLP  
Address Line 1: 1200 Nineteenth Street, NW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2412

ATTORNEY DOCKET NUMBER:	17295-47
NAME OF SUBMITTER:	Thomas E. Zutic, Esq.

Total Attachments: 23  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 4th day of May, 2004, by OPINION RESEARCH CORPORATION, a Delaware corporation, ORC INC., a Delaware corporation, MACRO INTERNATIONAL INC., a Delaware corporation, ORC PROTEL, INC., a Delaware corporation, SOCIAL AND HEALTH SERVICES, LTD., a Maryland corporation, ORC HOLDINGS, LTD., an English company and O.R.C. INTERNATIONAL LTD., an English company (each, a "Borrower" and collectively, the "Borrowers") in favor of ALLIED CAPITAL CORPORATION, a Maryland corporation (together with its successors and assigns, "Allied Capital"), having its office at 1919 Pennsylvania Avenue, N.W., 3<sup>rd</sup> Floor, Washington, D.C. 20006. Capitalized terms used but not defined herein shall have the meanings attributed to such terms in that certain Loan Agreement of even date herewith (as the same may be modified or amended from time to time, the "Loan Agreement"), by and among Allied Capital and the Borrowers.

**WITNESSETH:**

To secure repayment of a loan and other financial accommodations (the "Loan") made by Allied Capital to the Borrowers pursuant to the Loan Agreement, in the original aggregate maximum principal amount of Ten Million Dollars (\$10,000,000.00), plus all interest, fees and other charges payable in connection with the Loan, which Loan is evidenced by the Notes; and also to secure any other indebtedness or liability of the Borrowers to Allied Capital, whether direct or indirect, joint, several, joint and several, absolute or contingent, due or to become due or now existing or hereafter created or arising under the Loan Documents, including without limitation all future advances or loans which may be made to the Borrowers at the option of Allied Capital in connection with the Loan or otherwise (all of the foregoing being herein collectively referred to as the "Indebtedness"), the Borrowers hereby grant and convey to Allied Capital a continuing security interest in all of the Borrowers' right, title and interest in and to the following (the "Collateral"):

(a) all patents, trademarks, trademark registrations, trade names, service marks, mask works, copyrights, licenses (to the extent assignable), patent applications, service mark applications, trademark applications and mask work application and other intellectual property, which, in each case, are owned by any Borrower and are now or hereafter filed with the United States Patent and Trademark Office, or, to the extent applicable, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the patents, trademarks, trademark registrations, trade names, trademark applications, service marks, mask works, copyrights, licenses and other intellectual property listed on **Schedule 1** attached hereto and made a part hereof, and (i) any and all reissues, renewals, extensions, continuations, continuations-in-part and divisions thereof; (ii) any and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringement thereof; (iii) the right to sue for past, present and future infringement thereof; and (iv) any and all rights corresponding thereto throughout the world (all of the foregoing patents, trademarks, trademark registrations, trade names, trademark applications, service marks, mask works, copyrights, licenses, and other intellectual property, together with all other items described in the foregoing clauses (i) - (iv) of this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Intellectual Property"); and

(b) the goodwill of the Borrowers' business connected with and symbolized by the Intellectual Property.

In connection with the security interest hereby granted and executed, the Borrowers jointly and severally represent, warrant, covenant and agree as follows:

1. License.

(a) Grant of License to Allied Capital. Each Borrower hereby grants to Allied Capital a non-exclusive, assignable right and license (i) under the Intellectual Property, to use such Intellectual Property following the occurrence of an Event of Default (as defined in Section 8 of this Agreement) which has continued unremedied beyond any applicable notice and grace period; and (ii) under any license agreements held by any Borrower with respect to Intellectual Property owned by any person or entity other than a Borrower (to the extent permitted under such agreements), to sell Collateral bearing any such Intellectual Property (to the extent that such license is reasonably necessary to permit or to facilitate the collection of any accounts of any Borrower) following the occurrence of an Event of Default which has continued unremedied beyond any applicable notice and grace period, or the disposition of any Collateral following the occurrence of an Event of Default which has continued unremedied beyond any applicable notice and grace period. The right and license granted pursuant to this subparagraph (the "License") shall not require payment by Allied Capital of any royalty or other payments or fees, and the permitted use by Allied Capital thereunder shall be (A) worldwide, and (B) limited only by those restrictions to which such Borrower is subject pursuant to the terms of the Intellectual Property.

(b) Term of License. The term of the License (the "License Term") shall continue until the earliest of (i) the expiration of all of the Intellectual Property, or (ii) payment in full of all Indebtedness and the termination of all commitments under the Loan Documents; or (iii) disposition of all Collateral and any proceeds thereof in connection with the enforcement of Allied Capital's remedies under the Loan Documents and application of the proceeds of such disposition to the satisfaction of the Indebtedness.

2. Restrictions on Future Agreements. Until payment in full of the Indebtedness and termination of all commitments under the Loan Documents, no Borrower will, without the prior written consent of Allied Capital, (a) enter into any agreement (including, without limitation, any license agreement) that is inconsistent with such Borrower's obligations under this Agreement, the Loan Agreement or any other Loan Document to which such Borrower is a party; (b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (including, without limitation, the abandonment of any Intellectual Property material to the operation of such Borrower's business), that would affect the validity or enforceability of the rights transferred to Allied Capital under this Agreement; or (c) enter into any other contractual indebtedness which may restrict or inhibit Allied Capital's right to sell or otherwise dispose of the Collateral or any part thereof after the occurrence of an Event of Default.

3. New Intellectual Property. Each Borrower represents and warrants that the Intellectual Property listed on Schedule I constitutes all of the registered patents, trademarks, trade names, service marks, mask works, copyrights, licenses, patent applications, service mark applications, trademark applications and mask work application and other intellectual property which are, as of the date hereof, owned by or pending on behalf of such Borrower in the United States or any State of the United States. If, before the payment in full of the Indebtedness and termination of all commitments under the Loan Documents, any Borrower shall (i) obtain any registration or apply for any registration after the date hereof in the United States Patent and Trademark Office or in any similar office or agency of a state, territory or possession of the United States, or obtain rights to any patents, trademarks, trademark registrations, trade names, service marks, mask works, copyrights, licenses and other intellectual property used in the United States or any state, territory or possession thereof, or (ii) become entitled to the benefit

of any patents, trademarks, trademark registrations, trade names, service marks, mask works, copyrights, licenses, patent applications, service mark applications, trademark applications and mask work application and other intellectual property in the United States or any state, territory or possession thereof, then, in any such event, the provisions of Section 1 shall automatically apply thereto and such Borrower shall give to Allied Capital prompt written notice thereof (but in all events within five (5) Business Days of any event described in clauses (i) and (ii) above). Each Borrower hereby authorizes Allied Capital to modify this Agreement by amending Schedule 1 to include any such future patents, trademarks, trademark registrations, trade names, service marks, mask works, copyrights, licenses, patent applications, service mark applications, trademark applications and mask work application and other intellectual property that are Intellectual Property, as applicable.

4. Additional Representations and Warranties. The Borrowers, jointly and severally hereby represent, warrant, covenant and agree that:

(a) Each Borrower is and will continue to be the owner of all rights, title and interests in and to the Collateral so long as the Intellectual Property shall continue in force, free from any lien in favor of any person or entity (other than Liens permitted pursuant to the Loan Agreement).

(b) Each Borrower has the full right, power and authority to grant the security interest and license in the Collateral made hereby.

(c) No Borrower has made any previous assignment, transfer or agreements in conflict herewith (other than to Heller Financial, Inc) or constituting a present or future assignment, transfer or encumbrance of any of the Collateral (other than to the Senior Credit Agent, as agent for the Senior Lenders pursuant to the Senior Credit Facility).

(d) To the best of the Borrower's knowledge, no material infringement or unauthorized use presently is being made of any Intellectual Property which would adversely affect the fair market value of the Collateral or the benefits of this Agreement, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Allied Capital hereunder, and the Borrower will continue to maintain such monitoring and enforcement practices as may be necessary to fully and adequately protect the Collateral. The Borrower has advised Allied Capital of its intellectual property monitoring and enforcement practices, and will not materially modify such practices without the prior written consent of Allied Capital.

5. Allied Capital's Right to Maintain Quality. Each Borrower agrees that from and after the occurrence of an Event of Default which has continued unremedied beyond any applicable notice and cure period, Allied Capital shall have the right to establish such additional quality controls as Allied Capital, in its judgment, may deem necessary to assure maintenance of the quality of services sold by such Borrower under the Intellectual Property. Each Borrower agrees (i) not to sell or assign any of its interest in, or to grant any license under, any Intellectual Property without the prior written consent of Allied Capital if such sale or assignment is (a) to an affiliated or related party, (b) not on market terms; or (c) prohibited by any provision of the Loan Agreement; (ii) to maintain the quality of any and all services in connection with which the Intellectual Property are used, consistent with the quality of such services as of the date hereof; and (iii) to provide Allied Capital, upon request, with a certificate of an officer of such Borrower certifying such Borrower's compliance with the foregoing.

6. Duties of the Borrowers. Each Borrower shall (i) prosecute diligently any patent application, service mark application, trademark application and mask work application that is now or hereafter material to such Borrower's business operations and part of the Intellectual Property pending as of the date hereof or thereafter until payment in full of the Indebtedness and termination of all

commitments under the Loan Documents; (ii) make application on patents, trademarks, trade names, service marks, mask works and copyrights, as appropriate, which are or may hereafter be material to such Borrower's business operations; (iii) preserve and maintain all rights in patents, trademarks, trademark registrations, trade names, service marks, mask works, copyrights, licenses, patent applications, service mark applications, trademark applications, mask work applications and other intellectual property that are part of the Intellectual Property and material to such Borrower's business operations; (iv) not abandon any right to file a material patent application, service mark application, trademark application and mask work application nor any pending material patent application, service mark application, trademark application or mask work application without the prior written consent of Allied Capital if the value thereof could reasonably be expected to justify the cost of obtaining such patent, service mark, trademark or mask work; and (v) not abandon any material Intellectual Property. Any expenses incurred in connection with the applications referred to in this Section 6 shall be borne by such Borrower.

If any Borrower fails to comply with any of the foregoing duties, Allied Capital may so comply in such Borrower's name to the extent permitted by law, but at such Borrower's expense, and each Borrower hereby agrees to reimburse Allied Capital in full for all expenses, including the reasonable fees and disbursements of attorneys and paralegals (including charges for inside or outside counsel) incurred by Allied Capital in protecting, defending and maintaining the Collateral and/or Allied Capital's security interest therein.

In the event that any Borrower shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien or encumbrance prohibited hereby, or shall fail to comply with any other duty hereunder, Allied Capital may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of such Borrower, and all moneys so paid out shall be Indebtedness of such Borrower repayable on demand, with interest after demand at the Default Rate (as defined in the Notes).

Each Borrower shall take all action necessary to preserve and maintain the validity, perfection and first priority of Allied Capital's security interest granted herein in the Collateral.

7. Allied Capital's Right to Sue. From and after the occurrence of an Event of Default which has continued unremedied beyond any applicable notice or grace period, Allied Capital shall have the right, but shall in no way be obligated, to bring suit in its own name or in any Borrower's name to enforce the Collateral (or its security interest therein), and any licenses thereunder, and if Allied Capital shall commence any such suit, such Borrower shall, at the request of Allied Capital, do any and all lawful acts and execute any and all proper documents required by Allied Capital in aid of such enforcement, and such Borrower shall indemnify and upon demand, promptly reimburse Allied Capital for all reasonable costs and expenses incurred by Allied Capital in the exercise of its rights under this Section 7.

8. Default; Remedies.

(a) For purposes of this Agreement, each of the following shall constitute an "Event of Default" hereunder:

(i) An Event of Default under the Loan Agreement; or

(ii) If any representation or warranty made or given by the Borrower in connection with this Agreement shall prove to have been incorrect or misleading or breached in any material respect when made; or

(iii) If the Borrower fails to observe or perform any of the covenants and agreements set forth in this Agreement and such failure continues unremedied for a period of fifteen (15) days after written notice from Allied Capital of such default; or

(iv) If, except as otherwise expressly permitted pursuant to the Loan Agreement, all or any part of the Collateral is subject to levy of execution or other judicial process.

(b) Upon the occurrence of any Event of Default which has continued unremedied beyond any applicable notice or grace period, Allied Capital shall be entitled to exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the Loan Agreement and other Loan Documents or otherwise available to it, all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of Maryland (the "UCC"), whether or not the UCC applies to the affected Collateral, and also may (i) require each Borrower, and each Borrower hereby agrees that, in order to facilitate a foreclosure sale and subsequent transfer, it will, upon the request of Allied Capital, forthwith, execute and deliver an assignment, substantially in the form of Exhibit A hereto, of all of its right, title and interest in and to the Collateral, and take such other action as Allied Capital may request to effectuate the outright assignment of such Collateral or to exercise, register or further perfect and/or protect Allied Capital's rights and remedies with respect to such assigned Collateral; provided, however, that to the extent that any Collateral remains after such foreclosure sale, and there is no longer an Event of Default, Allied Capital will assign back to the applicable Borrower such remaining Collateral; (ii) without notice (except as specified below) sell the Intellectual Property and the goodwill of the businesses related thereto or any part thereof in one or more parcels at public or private sale, at any of Allied Capital's offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as Allied Capital may deem commercially reasonable; (iii) require such Borrower to cease its use of any Intellectual Property for any purpose whatsoever; and/or (iv) grant such general, special or other license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Allied Capital shall in its sole discretion deem appropriate. Each Borrower agrees that at least ten (10) days' notice to such Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Allied Capital shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. Allied Capital may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Subject to the applicable provisions of the UCC, Allied Capital may purchase all or any part of the Collateral at public or private sale and, in lieu of actual payment of the purchase price, may set-off the amount of such price against the Indebtedness. The proceeds realized from the sale of any Collateral shall be applied first to the reasonable costs, expenses and attorneys and paralegal fees and expenses of collection and/or for acquisition, protection and sale of the Collateral; second to interest due upon any of the Indebtedness; and third to the principal of the Indebtedness. If any deficiency shall remain, the Borrower shall remain liable to Allied Capital therefor. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Allied Capital's security interest in the Collateral until the Indebtedness is fully paid. Each Borrower agrees that Allied Capital has no obligation to preserve rights to Collateral against any other parties.

9. Subordination. Notwithstanding any provisions to the contrary, the rights and remedies granted to Allied Capital, and the obligations of the Borrowers contained herein are subject to the terms and provisions of the Lien Subordination Agreement of even date herewith (as the same as be modified or amended from time to time) by and among Allied Capital, the Borrowers and the Senior Credit Agent.



10. Miscellaneous Provisions.

(a) Notice. Any notice, approval, consent or other communication shall be in the form and manner, and to the addresses, as set forth in the Loan Agreement.

(b) Headings. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

(c) Amendments. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall be effective unless the same shall be in writing and signed and delivered by Allied Capital and Borrowers.

(d) No Waiver. No delay in enforcing or failure to enforce any right under this Agreement by Allied Capital shall constitute a waiver by Allied Capital of such right. No waiver by Allied Capital of any default hereunder shall be effective unless in writing, nor shall any waiver operate as a waiver of any other default or of the same default on a future occasion.

(e) Interpretation of Agreement. Time is of the essence with respect to each provision of this Agreement of which time is an element. If any provision of this Agreement should be found to be invalid or unenforceable, all of the other provisions shall nonetheless remain in full force and effect to the maximum extent permitted by law. To the extent a term or provision of this Agreement conflicts with the Loan Agreement and is not dealt with more specifically herein, the Loan Agreement shall control with respect to such term or provision. Unless the context clearly indicates to the contrary, determinations regarding the materiality of any Intellectual Property or of act, event, condition or circumstance shall be in the reasonable judgment of Allied Capital.

(f) Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Indebtedness and termination of all commitments under the Loan Documents; (ii) be binding upon each Borrower, Allied Capital and their successors and assigns; and (iii) inure, together with the rights and remedies of Allied Capital hereunder, to the benefit of Allied Capital and its successors, transferees and assigns.

(g) Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Allied Capital in respect of the Indebtedness is rescinded or must otherwise be restored or returned by Allied Capital upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower or upon the appointment of any intervenor or conservator of, or trustee or similar official for, such Borrower or any substantial part of its assets, or otherwise, all as though such payments had not been made.

(h) Final Expression. This Agreement, together with the Loan Agreement, the Loan Documents and any other agreement executed in connection herewith, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof with respect to the subject matter thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

(i) Survival of Provisions. All representations, warranties and covenants of the Borrowers contained herein shall survive the execution and delivery of this Agreement, and shall

terminate only upon the full and final payment and performance by the Borrowers of the Indebtedness and all other obligations secured hereby.

(j) Power of Attorney. Each Borrower hereby appoints and constitutes Allied Capital as such Borrower's attorney-in-fact, upon and at any time after the occurrence of an Event of Default which has continued unremedied beyond any applicable notice or grace period, for purposes of (i) endorsing such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Allied Capital in connection with the use of the Collateral, including, without limitation, the assignment substantially in the form of Exhibit A hereto; (ii) take any other action with respect to the Collateral as Allied Capital deems in its best interest; (iii) grant or issue any exclusive or non-exclusive license under the Collateral to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone, and to take any other actions arising from or incident to the powers granted to Allied Capital in this Agreement. This power of attorney is coupled with an interest and is irrevocable.

(k) Authority of Allied Capital. Allied Capital shall have and be entitled to exercise all powers hereunder which are specifically granted to Allied Capital by the terms hereof, together with such powers as are reasonably incident thereto. Allied Capital may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees, and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither Allied Capital nor any director, officer, employee, attorney of Allied Capital shall be liable to the Borrower for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct, as finally determined by a court of competent jurisdiction, nor shall Allied Capital be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. Allied Capital and its directors, officers, employees, attorneys shall be entitled to rely on any communication, instrument or document believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons.

(l) Termination of Agreement. Allied Capital shall, at the request and expense of the Borrowers, following the payment in full of all of the Indebtedness and termination of all commitments under the Loan Documents, reassign and redeliver to the Borrowers all of the Collateral hereunder which has not been sold, disposed of, retained or applied by Allied Capital in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to Allied Capital, and shall be at the expense of the Borrowers.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

(n) Governing Law. The validity, interpretation and enforcement of this agreement and any dispute arising out of or in connection with this agreement, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of laws provisions) and decisions of the State of Maryland.

(o) Submission to Jurisdiction. All disputes among any Borrower and Allied Capital, whether sounding in contract, tort, equity or otherwise, may be resolved by state and federal courts located in the State of Maryland, and the courts to which an appeal therefrom may be taken, and each Borrower hereby consents to the service of process in the manner set forth in Section 9.15 of the Loan Agreement. In addition, each Borrower hereby irrevocably waives any objection which it may now or hereafter have to the laying of the venue with respect to any action or proceeding brought in any of the courts referred to above and each Borrower hereby irrevocably waives and agrees not to plead or claim

that any such action or proceeding has been brought in an inconvenient forum. In addition, Allied Capital shall have the right, to the extent permitted by applicable law, to proceed against any Borrower and/or its property in any location reasonably selected by Allied Capital in good faith to enable Allied Capital to realize on such property, or to enforce a judgment or other court order in favor of Allied Capital.

(p) JURY TRIAL. THE BORROWERS AND ALLIED CAPITAL HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY. INSTEAD, ANY DISPUTES WILL BE RESOLVED IN A BENCH TRIAL.

{Signature Pages Follow}

IN WITNESS WHEREOF, the Borrowers have duly executed and delivered this Agreement as of the day and year first above written.

**BORROWERS:**

OPINION RESEARCH CORPORATION, a  
Delaware corporation

By: K. P. Croke  
Name: Kevin P. Croke  
Title: EUR. Corporate Finance

Address: 600 College Rd. East  
4<sup>th</sup> Floor  
Princeton, NJ 08540

ORC INC., a Delaware corporation

By: K. P. Croke  
Name: Kevin P. Croke  
Title: President

Address: 600 College Rd. East  
4<sup>th</sup> Floor  
Princeton, NJ 08540

MACRO INTERNATIONAL INC., a Delaware  
corporation

By: K. P. Croke  
Name: Kevin P. Croke  
Title: ASST. SECRETARY

Address: 600 College Rd. East  
4<sup>th</sup> Floor  
Princeton, NJ 08540

ORC PROTEL, INC., a Delaware corporation

By: K. P. Croke  
Name: Kevin P. Croke  
Title: Secretary

Address: 600 College Rd. East  
4<sup>th</sup> Floor  
Princeton, NJ 08540

SOCIAL AND HEALTH SERVICES, LTD., a  
Maryland corporation

By:     K. P. Cooke      
Name:     Kevin P. Cooke      
Title:     Secretary    

Address:     600 College Rd. East      
    4th Floor      
    Princeton, NJ 08540    

ORC HOLDINGS, LTD., an English company

By:     K. P. Cooke      
Name:     Kevin P. Cooke      
Title:     Authorized Signatory    

Address:     600 College Rd. East      
    4th Floor      
    Princeton, NJ 08540    

O.R.C. INTERNATIONAL LTD, an  
English company

By:     K. P. Cooke      
Name:     Kevin P. Cooke      
Title:     Authorized Signatory    

Address:     600 College Rd. East      
    4th Floor      
    Princeton, NJ 08540    

By acceptance hereof as of the \_\_\_\_ day of May, 2004, Allied Capital agrees to be bound by the applicable provisions hereof.

“ALLIED CAPITAL”:

ALLIED CAPITAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SOCIAL AND HEALTH SERVICES, LTD., a  
Maryland corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ORC HOLDINGS, LTD., an English company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

O.R.C. INTERNATIONAL LTD, an  
English company

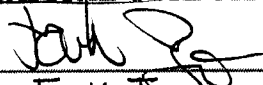
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
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\_\_\_\_\_

By acceptance hereof as of the \_\_\_\_ day of May, 2004, Allied Capital agrees to be bound by  
the applicable provisions hereof.

“ALLIED CAPITAL”:

ALLIED CAPITAL CORPORATION

By:  \_\_\_\_\_  
Name: Frank Izzo \_\_\_\_\_  
Title: Principal \_\_\_\_\_

**SCHEDULE 1**

TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
Dated as of May 4, 2004  
Intellectual Property Owned by the Borrowers

**Opinion Research Corporation  
U.S. Registered Trademarks**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Insight Beyond Measure	2,659,146	December 10, 2002
Telescience	2,336,297	March 28, 2000
Corperceptions*	2,105,536	October 14, 1997
Loyalty Express*	2,107,250	October 21, 1997
Nettrack*	2,194,641	October 13, 1998
Image Express*	2,099,351	September 23, 1997
ORC International*	2,002,715	September 24, 1996
Caravan*	1,470,224	December 22, 1987
ORC*	1,147,327	February 17, 1981
Caravan Surveys*	1,158,530	June 23, 1981

**\*There is a security interest recorded against these trademarks in favor of Heller Financial, Inc., recorded June 24, 1999.**

**Macro International Inc.  
U.S. Registered Trademarks**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Formmagician	2533930	January 29, 2002
Macro International Inc.*	2287775	October 19, 1999
Sound Signature*	2171159	July 7, 1998
Rad Track*	2171158	July 7, 1998
Webinterchange*	2125123	December 30, 1997
CL+*	2119176	December 9, 1997
Customer Loyalty Plus*	2121094	December 16, 1997
Pass-Along*	2025408	December 24, 1996

**\*There is a security interest recorded against these trademarks in favor of Heller Financial, Inc., recorded June 24, 1999.**



**Macro International Inc.  
U.S. Pending Applications**

<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>
QA ORC'S Question America (and Design)	78/086652	October 3, 2001
ORC'S Question America	78/086650	October 3, 2001
Chimeracast	78/335690	December 4, 2003

**Social & Health Services, Ltd., Rockville, MD  
U.S. Registered Trademarks**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Design Only*	2535501	February 5, 2002
Infonetc@ffe*	2651015	November 19, 2002

**\*There is a security interest recorded against these trademarks in favor of Heller Financial, Inc., recorded November 9, 2000.**

**Macro International, Inc.  
Registered Copyrights**

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
R4MAIN.P.	TX-3-185-140	November 4, 1991	Macro International, Inc.
Foundations of Prevention: Core Knowledge and Practice: a comprehensive curriculum for Substance Abuse Prevention	TX-4-934-847	February 11, 1999	Circle Solutions, Inc. & Macro International, Inc.
A Model for Technology Integration. Developed for the US Department of Education	TXu-498-057	November 21, 1991	Macro International, Inc.
Talk and Draw	TXu-505-060	June 21, 1991	Macro International Inc.
PRIME: Process reduction: investment management excellence: leader training manual/developed by an institute for Resource Development, Inc., a Macro International Company	TXu-515-766	January 30, 1992	Macro International, Inc.
WCX-UX/programmer	TXu-527-204	June 10, 1992	Macro International, Inc.
WCSUX	TXu-527-481	June 24, 1992	Macro International, Inc.
WCS/3000	TXu-527-486	June 24, 1992	Macro International, Inc.
My turn, Your turn.	TXu-690-954	July 14, 1993	Macro International, Inc.

**\*There is a security interest recorded against Copyright Registration No. WCS/3000 and 4 other titles in favor of Heller Financial, Inc., recorded June 24, 1999.**

**Opinion Research Corporation  
Registered Copyrights**

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
Robbie the rabbit: a picture test for 3-7 year old children	TX-17-639	March 28, 1978	Burt Associates, Inc. & Opinion Research Corporation
Changing worker values: myth or reality?	TX-137-222	March 21, 1978	Opinion Research Corporation
Readership information on financial, business, and general interest publications	TX-729-802	July 14, 1981	Opinion Research Corporation
How consumers view credit unions	TX-1-978-312	January 6, 1987	Opinion Research Corporation
Financial services executives view the field and its prospects/by Opinion Research Corporation	TX-1-978-771	January 6, 1987	Opinion Research Corporation
Consumer preferences for selected financial products and services	TX-1-992-926	January 6, 1987	Opinion Research Corporation

**Opinion Research Corporation  
Registered Copyrights (Serials)**

<b>TITLE</b>	<b>REG. NO.</b>	<b>OWNER</b>
Management Profile	TX- 674-081 674-080 674-079 674-084 674-083 674-082 711-556 711-557 711-554 711-555 711-558 711-559	Opinion Research Corporation
Readership Information on Financial, Business, and General Interest Publications	TX- 711-553 711-552 711-551 711-550 674-048 674-050 674-049 711-549	Opinion Research Corporation
Readership Information on Financial Business and General Interest Publications	TX- 1-419-760 1-419-765	Opinion Research Corporation
Readership Information on Financial Business and General Interest Publications	TX- 1-819-865 1-819-863	Opinion Research Corporation
Readership Information on Financial Business and General Interest Publications	TX- 1-942-783 1-942-779 1-942-778 1-942-780 1-938-995 1-942-777 1-942-776	Opinion Research Corporation
Readership Information on Financial Business and General Interest Publications	TX- 2-425-369 2-425-367	Opinion Research Corporation

<b>TITLE</b>	<b>REG. NO.</b>	<b>OWNER</b>
	2-425-368	
ORC Executive Caravan Management Profile	TX- 1-420-982 1-419-758	Opinion Research Corporation
ORC Marketing Index	TX- 1-426-359 1-426-360 1-426-354	Opinion Research Corporation
ORC Public Opinion Index	TX- 1-426-352 1-426-355 1-426-356 1-426-358 1-426-362 1-426-364 1-426-363 1-426-353 1-426-357 1-426-351 1-426-361 1-420-983 1-420-979 1-420-980 1-420-977 1-420-978 1-420-981 1-419-757 1-419-756	Opinion Research Corporation
Readership Information Among Corporate Officers on Financial Business and General Interest Publications	TX- 1-419-762 1-419-763	Opinion Research Corporation
Readership Information Among Corporate Officers on Financial Business and General Interest Publications	TX- 1-819-862 1-819-864	Opinion Research Corporation
Readership Information Among Corporate Officers on Financial Business and General Interest Publications	TX- 1-942-782	Opinion Research Corporation
Readership Information Among Corporate Officers on Financial Business and General Interest Publications	TX- 1-976-126 1-976-128 1-976-127	Opinion Research Corporation

TITLE	REG. NO.	OWNER
	1-976-129	
Readership Information on Financial Business and General Interest Publications	TX- 1-419-759 1-419-761 1-419-764	Opinion Research Corporation
Readership Information on Financial Business and General Interest Publications	TX- 1-942-781	Opinion Research Corporation
American Attitudes Toward Higher Education	TX- 1-999-839	Opinion Research Corporation
ORC Executive Caravan Management Profile	TX- 1-819-624 1-819-580 1-819-627 1-819-628 1-819-623 1-819-629 1-819-626 1-819-625	Opinion Research Corporation
ORC Executive Caravan Management Profile	TX-1-938-993	Opinion Research Corporation
ORC Public Opinion Index	TX- 1-819-847 1-819-846 1-819-630 1-819-631 1-819-851 1-819-850 1-819-849 1-819-848 1-819-855 1-819-854 1-819-853 1-819-852 1-819-859 1-819-858 1-819-857 1-819-856 1-819-860 1-819-861	Opinion Research Corporation
ORC Public Opinion Index	TX- 1-914-357	Opinion Research Corporation

TITLE	REG. NO.	OWNER
	1-914-354 1-914-399	
ORC Public Opinion Index	TX-2-107-762	Opinion Research Corporation
Readership Information on Financial, Business, and General Interest Publications	TX-1-938-992	Opinion Research Corporation
Readership Information on Financial, Business, and General Interest Publications	TX- 1-939-001 1-939-002 1-939-003	Opinion Research Corporation



**EXHIBIT A**  
[Form of Assignment]

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made as of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_ (the "Assignor"), in favor of ALLIED CAPITAL CORPORATION, a Maryland corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings attributed to such term in the hereinafter defined Agreement.

**Recitals**

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Security Agreement dated as of May \_\_\_\_, 2004 from Assignor to Assignee (the "Agreement"), providing that under certain conditions specified therein Assignor shall execute this Agreement; and

WHEREAS, the aforementioned conditions have been fulfilled;

NOW THEREFORE, the Assignor hereby agrees as follows:

1. **Assignment of Intellectual Property.** Subject to the terms of the Agreement, the Assignor hereby grants, assigns and conveys to Assignee its entire right, title and interest in and to (a) the Intellectual Property listed on **Schedule 1** hereto and made a part hereof, and all renewals thereof, all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter referred to, either individually or collectively, as the "Intellectual Property"), and (b) the goodwill of the Assignor's business connected with and symbolized by the Intellectual Property. The Intellectual Property and such goodwill are collectively referred to herein as the "Collateral".

2. **Representations and Warranties.** The Assignor represents and warrants that it has the full right and power to make the assignment of the Collateral made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Collateral, except pursuant to the Agreement.

3. **Modification.** This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

4. **Binding Effect; Governing Law.** This Assignment shall be binding upon the Assignor and its successors and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall, except to the extent that federal law or laws of another state apply to the Collateral or any part thereof, be governed by and construed in accordance with the internal (as opposed to the conflict of laws provisions) laws of the State of Maryland.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered as of the date first above written.

Assignor:

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: