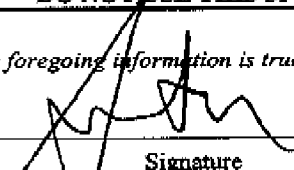


Form PTO-1594 (Rev. 03/01) UMB No. 0651-0027 (exp. 5/31/2002) Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): The Peer Group, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation -- <u>New Jersey</u> <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: D.B. Zwirn Special Opportunities Fund, L.P. Internal Address: 745 Fifth Avenue, 18th Floor Street Address: City: New York State: NY Zip: 10151 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership - <u>Delaware</u> <input type="checkbox"/> Corporation <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: January 21, 2005		4. Application number(s) or registration number(s): B. Trademark Registration No.(s) 2490244 Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Santo Manna, Esq. Internal Address: Schulte Roth & Zabel LLP Street Address: 919 Third Avenue City: New York State: N.Y. Zip: 10022		6. Total number of applications and registrations involved: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 500675 - Schulte Roth & Zabel LLP/Order No. 017962/0032 (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>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.</i> Santo Manna, Esq. Name of Person Signing		 Signature January 25, 2005 Date Total number of pages including cover sheet, attachments, and document: <input checked="" type="checkbox"/> 4	

CH \$40.00 600675 2490244

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments, Washington, D.C. 20221

ASSIGNMENT FOR SECURITY (TRADEMARKS)

WHEREAS, THE PEER GROUP, INC., a New Jersey corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of January 24, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of D.B Zwirn Special Opportunities Fund, L.P., as collateral agent for certain agents and lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agents and Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, 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 and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee, and grants to the Assignee for the benefit of the Agents and the Lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of 1/24, 2005.

THE PEER GROUP, INC.

By: K. Bousette

Name: Kathleen Bousette

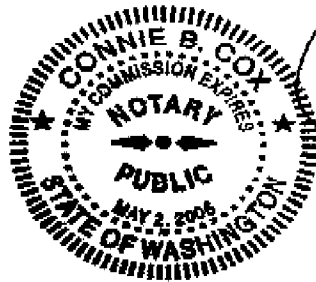
Title: President

STATE OF WA

SS.:

COUNTY OF King

On this 24 day of January, 2005 before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President of The Peer Group, Inc., a New Jersey corporation, and that s/he executed the foregoing instrument in the firm name of The Peer Group, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



[Handwritten Signature]

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>
MAPs	Reg. No. 2,490,244	9/18/2001