

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|----------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Burke, Inc. | | 11/24/2004 | CORPORATION: OHIO |

| | |
|----------------------|-----------------------------------|
| RECEIVING PARTY DATA | |
| Name: | LaSalle Bank National Association |
| Street Address: | 135 South LaSalle Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | national bank: |

PROPERTY NUMBERS Total: 21

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 1802286 | BDA |
| Registration Number: | 2319972 | BURKE |
| Registration Number: | 2400457 | BURKE CPS |
| Registration Number: | 2426106 | DIGITAL DASHBOARD |
| Registration Number: | 1789620 | ENTERPRISE INTERVIEWS |
| Registration Number: | 2377822 | FISCAL |
| Registration Number: | 1614177 | ICES |
| Registration Number: | 2590841 | ITABS |
| Registration Number: | 1801051 | JURI |
| Registration Number: | 2761892 | LIFETIMELOYALTY |
| Registration Number: | 1801052 | MIRROR |
| Registration Number: | 2587636 | N-VIZ ON EXIT |
| Registration Number: | 2038071 | PRICEPOINT |
| Registration Number: | 1714085 | PRIMAR |

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|----------------------|----------|---------------------------|
| Registration Number: | 1883088 | SECURE CUSTOMER INDEX |
| Registration Number: | 2135577 | SECURE SURFER INDEX |
| Registration Number: | 1784390 | STAGES |
| Registration Number: | 2135578 | WEBNOSTICS |
| Registration Number: | 2256674 | WORKFORCE PERSPECTIVES |
| Serial Number: | 78278133 | EMPLOYEE ENGAGEMENT INDEX |
| Serial Number: | 78278130 | E EI |

CORRESPONDENCE DATA

Fax Number: (513)762-0037
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 5137214532
Email: abrown@katzteller.com
Correspondent Name: Amy E. Brown
Address Line 1: 255 E. Fifth St. Suite 2400
Address Line 4: Cincinnati, OHIO 45202

| | |
|--------------------|----------------|
| NAME OF SUBMITTER: | Amy E. Brown |
| Signature: | /Amy E. Brown/ |
| Date: | 03/11/2005 |

Total Attachments: 5
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 24, 2004 by BURKE, INC., an Ohio corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, as Lender (the "Bank").

RECITALS

A. The Grantor and/or its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Bank, pursuant to which Bank has agreed to make loans to Grantor and/or its affiliates.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any

reissues, continuations or extensions thereof and all goodwill associated therewith;

- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BURKE, INC.

By: *Mark Bonferroni*
Title: PRESIDENT

Acknowledged:

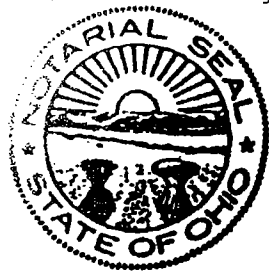
LASALLE BANK NATIONAL ASSOCIATION

By: *[Signature]*
Title: SVP

STATE OF OHIO)
) ss
COUNTY OF HAMILTON)

On this 2nd day of November, 2004, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

John R. Gierl
Notary Public



**JOHN R. GIERL
ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION
DATE. SECTION 147.09 O.R.C.**

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

| TRADEMARK | COUNTRY | REG / SER NO | STATUS |
|------------------------------|--------------------|--------------|----------------------------|
| BDA | United States | 1,802,286 | Registered. 11/02/1993. |
| BURKE and Design | United States | 2,319,972 | Registered. 2/22/2000. |
| BURKE CPS | United States | 2,400,457 | Registered. 10/31/2000. |
| DIGITAL DASHBOARD | European Community | 2,145,308 | Registered. 5/10/2002. |
| DIGITAL DASHBOARD | United States | 2,426,106 | Registered. 2/06/2001. |
| EEI | United States | 78/278,130 | Published. |
| EMPLOYEE ENGAGEMENT INDEX | United States | 78/278,133 | Pending. |
| ENTERPRISE INTERVIEWS | United States | 1,789,620 | Registered. 8/24/1993. |
| FISCAL | United States | 2,377,822 | Registered. 8/15/2000. |
| ICES | United States | 1,614,177 | Registered. 9/18/1990. |
| ITABS | European Union | 2,163,616 | Registered. 8/14/2002. |
| ITABS | United States | 2,590,841 | Registered. 7/09/2002. |
| JURI | United States | 1,801,051 | Registered. 10/26/1993. |
| LIFETIMELOYALTY | United States | 2,761,892 | Registered. 9/09/2003. |
| MIRROR | United States | 1,801,052 | Registered. 10/26/1993. |
| N-VIZ ON EXIT | United States | 2,587,636 | Registered. 7/02/2002. |
| PRICEPOINT | United States | 2,038,071 | Registered. 2/18/1997. |
| PRIMAR | United States | 1,714,085 | Registered. 9/08/1992. |
| SECURE CUSTOMER INDEX | United States | 1,883,088 | Registered. 3/07/1995. |
| SECURE SURFER INDEX | United States | 2,135,577 | Registered. 2/10/1998. |
| STAGES | United States | 1,784,390 | Registered. 7/27/1993. |
| WEBNOSTICS | United States | 2,135,578 | Registered. 2/10/1998. |
| WORKFORCE PERSPECTIVES | United States | 2,256,674 | Registered. 6/29/1999. |

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

None.