

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TNS Acquisition, Inc., as Grantor		12/22/2005	CORPORATION: DELAWARE
TNS Holding, LLC, as Grantor		12/22/2005	LIMITED LIABILITY COMPANY: DELAWARE
TNS Holding, Inc., as Grantor		12/22/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSource Finance LLC, as Secured Party		
<b>Street Address:</b>	4445 Willard Avenue		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78483504	MARKETSPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	trademarks@bellboyd.com, vswanson@bellboyd.com		
<b>Correspondent Name:</b>	Bell, Boyd & Lloyd LLC		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		
<b>ATTORNEY DOCKET NUMBER:</b>	115192-19		
<b>NAME OF SUBMITTER:</b>	Doug Hatlestad		

CH \$40.00 78483504

Signature:	/doug hatlestad/
Date:	12/29/2005
<b>Total Attachments: 9</b> source=TNS agr#page1.tif source=TNS agr#page2.tif source=TNS agr#page3.tif source=TNS agr#page4.tif source=TNS agr#page5.tif source=TNS agr#page6.tif source=TNS agr#page7.tif source=TNS agr#page8.tif source=TNS agr#page9.tif	

**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgement**"), dated as of December 22, 2005, is made by **TNS ACQUISITION, INC.**, a Delaware corporation ("**Borrower**"), **TNS HOLDING, LLC**, a Delaware limited liability company ("**Ultimate Parent**"), **TNS HOLDING, INC.**, a Delaware corporation ("**Holdings**") (Borrower, Ultimate Parent and Holdings are each sometimes referred to herein individually as a "**Grantor**" and collectively as the "**Grantors**"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Credit Agreement described below (in such capacities, "**Secured Party**").

**RECITALS:**

**A.** Grantors, Secured Party and the other Lenders party thereto have entered into a certain Credit Agreement of even date herewith (such Credit Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "**Credit Agreement**"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to Grantors.

**B.** Pursuant to the Credit Agreement, Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Credit Agreement.

**C.** One of the conditions precedent to the willingness of Secured Party and Lenders to execute and deliver the Loan Documents is that Grantors shall have executed and delivered this Acknowledgement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

**1. Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**2. Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantors, hereby reaffirm its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for

itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "**Intellectual Property Collateral**"):

- (a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto, together with:
  - (i) all renewals, reissues, continuations or extensions of the foregoing;
  - (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (iii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;
- (b) all of its Copyrights to which it is a party, including those referred to on Schedule II hereto, together with:
  - (i) all renewals, reissues, continuations or extensions of the foregoing; and
  - (ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and
- (c) all of its Patents, including those referred to on Schedule III hereto, together with:
  - (i) all renewals, reissues, continuations or extensions of the foregoing; and
  - (ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Patent.

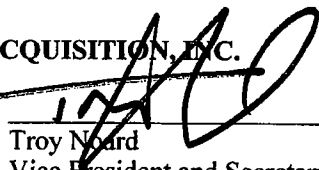
3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Credit Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Credit Agreement, the terms and conditions of the Credit Agreement shall govern.

[remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**TNS ACQUISITION, INC.**

By:   
Name: Troy Noard  
Title: Vice President and Secretary

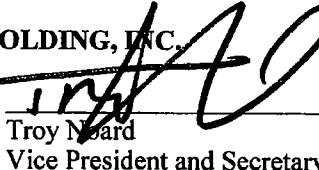
**TNS HOLDING, LLC**

By: Frontenac VIII Limited Partnership  
Its: Managing Member

By: Frontenac Company VIII, L.L.C.  
Its: General Partner

By:   
Name: Troy Noard  
Title: Managing Director

**TNS HOLDING, INC.**

By:   
Name: Troy Noard  
Title: Vice President and Secretary

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**TNS ACQUISITION, INC.**

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

**TNS HOLDING, LLC**

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

**TNS HOLDING, INC.**

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

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC, as Secured Party**

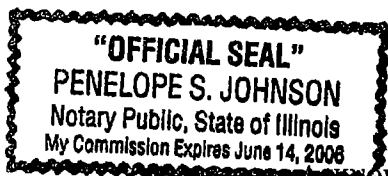
By: Joseph Turita  
Its: Joseph Turita  
Title: General Counsel  
Corporate Finance

ACKNOWLEDGEMENT OF GRANTOR

TNS ACQUISITION, INC.

STATE OF Illinois )  
COUNTY OF Cook ) ) SS:

On this 14<sup>th</sup> day of December, 2005 before me personally appeared Troy Noard, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TNS Acquisition, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.



Penelope S. Johnson  
Notary Public  
My Commission Expires: 6-14-2006

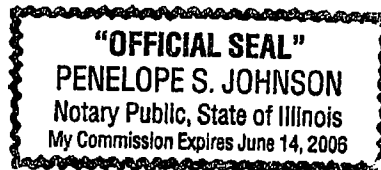
ACKNOWLEDGEMENT OF GRANTOR

TNS HOLDING, LLC

STATE OF Illinois )  
COUNTY OF Cook ) ) SS:

On this 14<sup>th</sup> day of December, 2005 before me personally appeared Troy Noard, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Frontenac Company VIII, L.L.C., a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Penelope S. Johnson  
Notary Public  
My Commission Expires: 6-14-2006



ACKNOWLEDGEMENT OF GRANTOR

TNS HOLDING, INC.

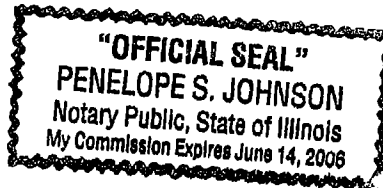
STATE OF Illinois )

COUNTY OF Cook )

ss:

On this 14<sup>th</sup> day of December, 2005 before me personally appeared Troy Noard, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TNS Holding, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Penelope S. Johnson  
Notary Public  
My Commission Expires: 6-14-2006





**SCHEDULE I**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**TRADEMARK REGISTRATIONS**

A. REGISTERED TRADEMARKS

None.

B. TRADEMARK APPLICATIONS

<b>FEDERAL REGISTRATION- TNS ACQUISITION, INC.</b>				
<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>REGISTRATION NUMBER</b>	<b>Registration Date</b>	<b>STATUS</b>
<b>MARKETSPY</b>	United States	78/483,504	September 14, 2004	Pending

**SCHEDULE II**  
to  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**COPYRIGHT REGISTRATIONS**

A. REGISTERED COPYRIGHTS

<b>Title of Work</b>	<b>Nature of Authorship</b>	<b>Registration No.</b>	<b>Owner</b>	<b>Registration Date</b>
Co-op	Computer program	TX6-108-425	TNS Acquisition, Inc.	October 27, 2004
Compliance	Computer program	TX6-071-278	TNS Acquisition, Inc.	October 21, 2004
MarketSpy	Computer program	TX6-087-896	TNS Acquisition, Inc.	October 27, 2004
Marketing Toolbox	Computer program	TX6-064-962	TNS Acquisition, Inc.	October 21, 2004

B. COPYRIGHT APPLICATIONS

None.

**SCHEDULE III**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN**  
**PATENT REGISTRATIONS**

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.