

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Shopping Service, LLC		10/05/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSource Finance LLC		
<b>Street Address:</b>	4445 Willard Ave.; 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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2558876	NSS	
Registration Number:	2617914	NATIONAL SHOPPING SERVICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2147581500		
<b>Email:</b>	estafford@pattonboggs.com		
<b>Correspondent Name:</b>	V. Craig Belair		
<b>Address Line 1:</b>	2001 Ross Avenue; Suite 3000		
<b>Address Line 2:</b>	Patton Boggs LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	013043.0203		
<b>NAME OF SUBMITTER:</b>	V. Craig Belair		

OP \$65.00 2558876

Signature:	/V. Craig Belair/
Date:	11/08/2006
<b>Total Attachments: 14</b> source=IP Assignment#page1.tif source=IP Assignment#page2.tif source=IP Assignment#page3.tif source=IP Assignment#page4.tif source=IP Assignment#page5.tif source=IP Assignment#page6.tif source=IP Assignment#page7.tif source=IP Assignment#page8.tif source=IP Assignment#page9.tif source=IP Assignment#page10.tif source=IP Assignment#page11.tif source=IP Assignment#page12.tif source=IP Assignment#page13.tif source=IP Assignment#page14.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of October 5, 2006, by NATIONAL SHOPPING SERVICE, LLC, a Delaware limited liability company (the "Grantor"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

**RECITALS**

**WHEREAS**, pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of February 13, 2006, by and among Global Compliance Services, Inc. ("Global"), SI US, Inc. ("SI US"), AG/Coda Compliance, L.L.C. ("AG/Coda"), the Agent and the Lenders, as amended by that certain First Amendment to Amended and Restated Credit, Term Loan and Security Agreement, of even date herewith (the "First Amendment"), by and among Global, SI US, AG/Coda, Grantor, the Agent and the Lenders (as further amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "Loans"); and

**WHEREAS**, it is a condition precedent to the obligation of the Agent and the Lenders to execute the First Amendment and to continue to perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Lenders to enter into the First Amendment and to agree, subject to the terms and conditions set forth in the Loan Agreement, to make the Loans to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure the Grantor's prompt, punctual and faithful payment of the Loans and the performance of all of the Grantor's obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of the Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "IP Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “Trademarks”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, the Grantor hereby grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor’s attorney-in-fact, with full authority in the name, place and stead of the Grantor, from time to time in the Agent’s discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor’s approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Grantor after the execution hereof or to delete any reference to any IP

Collateral in which the Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining the Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or the Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) To (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. The Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, within thirty (30) calendar

days after the end of each calendar quarter, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to its choice of law provisions.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.


**GRANTOR:**

NATIONAL SHOPPING SERVICE, LLC

By:

Name:

Title:

  
ROBERT C. SMITH  
CFO + SECRETARY

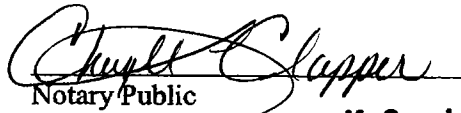
ACKNOWLEDGMENT

STATE OF North Carolina :

: SS

COUNTY OF Mecklenburg :

Before me, the undersigned, a Notary Public, on this 14<sup>th</sup> day of October, 2006, personally appeared Robert Smith to me known personally, who, being by me duly sworn, did say that he is the CFO & Secretary of National Shopping Service, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Robert Smith acknowledged said instrument to be his free act and deed.

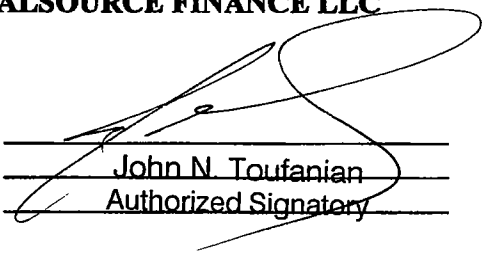
  
Notary Public

My Commission Expires: My Commission Expires December 18, 2010



**AGENT:**

**CAPITALSOURCE FINANCE LLC**

By:   
Name: John N. Toufanian  
Title: Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF MARYLAND :

: SS

COUNTY OF MONTGOMERY :

Before me, the undersigned, a Notary Public, on this 4 day of October, 2006, personally appeared John Tufanlian to me known personally, who, being by me duly sworn, did say that he is the Authorized Signatory of CapitalSource Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Authorized Signatory acknowledged said instrument to be his free act and deed.



\_\_\_\_\_  
Notary Public

My Commission Expires: 3/30/09

**SCHEDULE A**  
**COPYRIGHT COLLATERAL**

Registered Copyrights

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
NONE			

Pending Copyright Applications

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
NONE			

**SCHEDULE B**  
**PATENT COLLATERAL**

Registered Patents

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
NONE			

Pending Patent Applications

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
NONE			

**SCHEDULE C**

**TRADEMARK COLLATERAL**

Registered Trademarks

See Attached.

Trademark Applications

NONE

Trademark Licenses

NONE

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

**United States Patent and Trademark Office**

Reg. No. 2,558,876

Registered Apr. 9, 2002

**SERVICE MARK  
PRINCIPAL REGISTER**

**NSS**

BUSINESS INDEX GROUP, INC. (CALIFORNIA  
CORPORATION)  
151 N. SUNRISE AVE  
SUITE 1010  
ROSEVILLE, CA 95661

FOR: BUSINESS CONSULTATION IN THE FIELD  
OF CUSTOMER SERVICE QUALITY EVALUATION  
AND MYSTERY SHOPPING; CONDUCTING UN-

DERCOVER BUSINESS AND MARKET RESEARCH  
SURVEYS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-1-1990; IN COMMERCE 6-1-1990.

SER. NO. 76-309,116, FILED 9-6-2001.

KARAN CHHINA, EXAMINING ATTORNEY

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

**United States Patent and Trademark Office**

Reg. No. 2,617,914

Registered Sep. 10, 2002

**SERVICE MARK  
PRINCIPAL REGISTER**

**NATIONAL SHOPPING SERVICE**

BUSINESS INDEX GROUP, INC. (CALIFORNIA  
CORPORATION)  
151 N. SUNRISE AVE  
SUITE 1010  
ROSEVILLE, CA 95661

FOR: BUSINESS CONSULTATION IN THE FIELD  
OF CUSTOMER SERVICE QUALITY EVALUATION  
AND MYSTERY SHOPPING; CONDUCTING UN-  
DERCOVER BUSINESS AND MARKET RESEARCH  
SURVEYS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 6-1-1990; IN COMMERCE 6-1-1990.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "SERVICE", APART FROM THE  
MARK AS SHOWN.

SEC. 2(F).

SER. NO. 76-309,115, FILED 9-6-2001.

KARAN CHHINA, EXAMINING ATTORNEY

## SCHEDULE D

### DOMAIN NAMES

- <http://www.nationalshoppingservice.com/>
- [www.nssdata.com](http://www.nssdata.com)
- [www.commentcatcher.com](http://www.commentcatcher.com)
- [www.nssmysteryshoppers.com](http://www.nssmysteryshoppers.com)