

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
Eli Research, Inc.		03/31/2006	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.
Street Address:	222 N. LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2247192	IDEA-A-DAY GUIDE
Registration Number:	2778836	CUSTOMERS FIRST
Registration Number:	2004817	A TEAM OF EAGLES
Registration Number:	2254164	CUSTOMER SERVICE HEROES

CORRESPONDENCE DATA

Fax Number: (202)585-8080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-585-8264
 Email: sfreedman@nixonpeabody.com
 Correspondent Name: Susan M. Freedman, Esq.
 Address Line 1: Nixon Peabody, LLP
 Address Line 2: 401 9th Street, N.W., Suite 900
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

CH \$115.00 2247192

ATTORNEY DOCKET NUMBER:	031538-3
NAME OF SUBMITTER:	Susan M. Freedman
Signature:	/susan m. freedman/
Date:	11/27/2006
Total Attachments: 5 source=Trademark Security Agreement - Eli Research, Inc to Merrill Lynch Business Financial Services, Inc#page1.tif source=Trademark Security Agreement - Eli Research, Inc to Merrill Lynch Business Financial Services, Inc#page2.tif source=Trademark Security Agreement - Eli Research, Inc to Merrill Lynch Business Financial Services, Inc#page3.tif source=Trademark Security Agreement - Eli Research, Inc to Merrill Lynch Business Financial Services, Inc#page4.tif source=Trademark Security Agreement - Eli Research, Inc to Merrill Lynch Business Financial Services, Inc#page5.tif	



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of March, 2006 by ELI RESEARCH, INC., a North Carolina corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain First Amended and Restated Credit Agreement, dated as of September 29, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby affirms its grant pursuant to the Security Agreement of, a security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

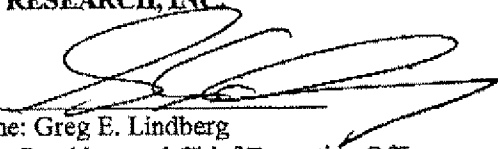
- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill

(ii) of the business connected with the use of, and symbolized by, each Trademark; and

(iii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ELI RESEARCH, INC.

By: 
Name: Greg E. Lindberg
Title: President and Chief Executive Officer


Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: _____
Name:
Title:

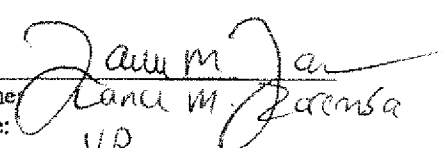
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ELI RESEARCH, INC.

By: 
Name: Greg E. Lindberg
Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: 
Name: Dana M. Jacobs
Title: VP

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
IDEA-A-DAY GUIDE	2,247,192	5/25/1999
CUSTOMERS FIRST	2,778,836	11/4/2003
A TEAM OF EAGLES	2,004,817	10/1/1996
CUSTOMER SERVICE HEROES	2,254,164	6/15/1999

TRADEMARK APPLICATIONS

Trademark Application
Description

U.S. Serial No.

Date Applied