

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PGS Solutions, Inc.		02/14/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association as Administrative Agent
<b>Street Address:</b>	Charlotte Plaza, CP-8, 201 S.
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	22203
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	1911371	BBSB
Registration Number:	2113977	BIOGRAPH
Registration Number:	1910045	DSAI
Registration Number:	1911370	EPI
Registration Number:	1910041	ESI
Registration Number:	1910047	ISI
Registration Number:	1239807	ITAC
Registration Number:	1910042	LEAI
Registration Number:	1403542	
Registration Number:	1421514	LONDON HOUSE
Registration Number:	1910044	MRP
Registration Number:	1910048	OSAB
Registration Number:	1316202	PSI
Registration Number:	3087573	PSI

**CH \$765.00 1911371**

Registration Number:	2685528	QUANTA
Registration Number:	1565873	REID SURVEY
Registration Number:	2497760	REID SYSTEMS ONLINE
Registration Number:	1566494	REID
Registration Number:	1564444	REID
Registration Number:	1910043	RMAI
Registration Number:	2278139	RPS PROFILE 2000
Registration Number:	1582302	RPS
Registration Number:	2342353	RPS-PROFILE
Registration Number:	2495679	RSO
Registration Number:	1910055	SCI
Registration Number:	1911367	SEAI
Registration Number:	1904413	SSSI
Registration Number:	1529671	THE REID REPORT
Registration Number:	1910049	TMAI
Serial Number:	78809317	BLUEPRINT TECHNOLOGIES

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: virginia.e.brown@thomson.com  
 Correspondent Name: Cahill Gordon & Reindel LLP  
 Address Line 1: 80 Pine St.  
 Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Beth Brown
Signature:	/Beth Brown/
Date:	02/28/2007

Total Attachments: 6  
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Trademark Security Agreement

Trademark Security Agreement, dated as of February 14, 2007, by and among PGS SOLUTIONS INC., a corporation formed under the laws of Delaware (the "Pledgor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Collateral Agreement of even date herewith (the "Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Collateral Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge,

grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

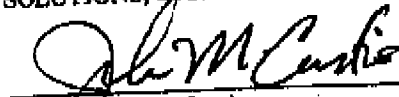
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IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PGS SOLUTIONS, INC.

By:



Name: John M. Curtis

Title: President and Chief Executive Officer

Trademark Security Agreement

Accepted and Agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

**RR M. Austin**  
**Director**

[Trademark Security Agreement—Signature Page]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademarks				
	Owner	Trademark	Registration No.	Jurisdiction
1.	NCS Pearson, Inc.	BBSB®	Registration No. 1911371	United States
2.	NCS Pearson, Inc.	BIOGRAPH®	Registration No. 2113977	United States
3.	NCS Pearson, Inc.	DSAI®	Registration No. 1910045	United States
4.	NCS Pearson, Inc.	EPI®	Registration No. 1911370	United States
5.	NCS Pearson, Inc.	ESI®	Registration No. 1910041	United States
6.	NCS Pearson, Inc. (Owner: Reid Psychological Systems)	Faces (Design only)®	Registration No. TMA301994	Canada
7.	NCS Pearson, Inc.	Faces (Design only)	S-006017	Venezuela
8.	NCS Pearson, Inc.	ISI®	Registration No. 1910047	United States
9.	NCS Pearson, Inc.	ITAC®	Registration No. 1239807	United States
10.	NCS Pearson, Inc. (Owner: Reid Psychological Systems)	JOBS NOW®	Registration No. TMA496736	Canada
11.	NCS Pearson, Inc.	LEAI®	Registration No. 1910042	United States
12.	NCS Pearson, Inc.	London House (square logo)®	Registration No. 1403542	United States
13.	NCS Pearson, Inc.	LONDON HOUSE®	Registration No. 1421514	United States
14.	NCS Pearson, Inc.	MRP®	Registration No. 1910044	United States
15.	NCS Pearson, Inc.	OSAB®	Registration No. 1910048	United States
16.	NCS Pearson, Inc.	PSI®	Registration No. 1316202	United States
17.	NCS Pearson, Inc.	PSI®	Registration No. 3087573	United States
18.	NCS Pearson, Inc.	QUANTA®	Registration No. 2685528	United States
19.	NCS Pearson, Inc. (Owner: Reid Psychological Systems)	REID®	Registration No. TMA431674	Canada
20.	NCS Pearson, Inc. (Owner: Reid Psychological System)	REID®	Registration No. 449485	Mexico
21.	NCS Pearson, Inc.	REID REPORT	1.785.353	Argentina
22.	NCS Pearson, Inc. (Owner: Reid Psychological Systems)	REID REPORT®	Registration No. 544774	Mexico

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23.	NCS Pearson, Inc.	REID SURVEY®	Registration No. 1565873	United States
24.	NCS Pearson, Inc.	REID SYSTEMS ONLINE®	Registration No. 2497760	United States
25.	NCS Pearson, Inc.	REID®	Registration No. 1566494	United States
26.	NCS Pearson, Inc.	REID®	Registration No. 1564444	United States
27.	NCS Pearson, Inc.	RMAI®	Registration No. 1910043	United States
28.	NCS Pearson, Inc.	RPS PROFILE 2000®	Registration No. 2278139	United States
29.	NCS Pearson, Inc.	RPS®	Registration No. 1582302	United States
30.	NCS Pearson, Inc.	RPS-PROFILE®	Registration No. 2342353	United States
31.	NCS Pearson, Inc.	RSG®	Registration No. 2495679	United States
32.	NCS Pearson, Inc.	SCI®	Registration No. 1910055	United States
33.	NCS Pearson, Inc.	SEAI®	Registration No. 1911367	United States
34.	NCS Pearson, Inc.	SSSI®	Registration No. 1904413	United States
35.	NCS Pearson, Inc.	THE REID REPORT®	Registration No. 1529671	United States
36.	NCS Pearson, Inc.	TMAI®	Registration No. 1910049	United States
37.	Blueprint Technolo- gies, Inc.	BLUEPRINT TECHNOLOGIES	Application No. 78809317	United States

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