

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
Press, Ganey Associates, Inc.		02/26/2007	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation (as assignee of Antares Capital Corporation), as Agent
Street Address:	500 W. Monroe Street, 17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3126796	SOLUTIONS STARTER
Registration Number:	3126797	EDUCORE
Registration Number:	2947350	SERVICE OPPORTUNITY SYSTEM
Registration Number:	2907775	SOS
Registration Number:	2681835	FIRST PERSON
Registration Number:	2601944	PRECEPTOR
Registration Number:	2570703	INFOTURN
Registration Number:	2505910	INFOEDGE
Registration Number:	2228347	PRESS GANEY
Registration Number:	2230604	CLEARLY THE RIGHT DIRECTION
Registration Number:	1795361	PARTNERS IN QUALITY
Registration Number:	1682891	PARTNERS IN QUALITY

OP \$315.00 3126796

CORRESPONDENCE DATA

900070765

**TRADEMARK
 REEL: 003492 FRAME: 0037**

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson
Address Line 1: 55 E. Monroe St., Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3972.032
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	03/02/2007

Total Attachments: 12
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**AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 26th day of February, 2007 by and between Press, Ganey Associates, Inc., an Indiana corporation, ("Borrower"), and General Electric Capital Corporation (as assignee of Antares Capital Corporation), as agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, pursuant to a certain Amended and Restated Credit Agreement of even date herewith by and among Borrower, Agent, and the Lenders party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower;

WHEREAS, a certain Security Agreement dated as of October 10, 2003 among Agent, Borrower and certain affiliates of Borrower (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") grants to Agent, for its own benefit and the benefit of the Lenders, a continuing security interest in, among other things, certain of Borrower's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefore (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications), copyrights and all applications and registrations therefor, license rights and goodwill;

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

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues,

divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications), including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

3. Effect on Credit Agreement; Cumulative Remedies. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT BORROWER SHALL HAVE ALL OF SUCH RIGHTS.

4. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

5. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

6. Amendment and Restatement. This Amended and Restated Patent, Trademark and Copyright Security Agreement constitutes an amendment and restatement of that certain Patent, Trademark and Copyright Security Agreement dated as of October 10, 2003 executed by Borrower in favor of Agent (as such has been amended, modified or supplemented from time to time).

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

PRESS, GANEY ASSOCIATES, INC.

By: _____
Its: _____

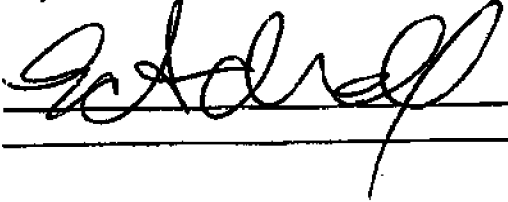
Accepted and Agreed to:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: R. Many
Its: Robert Many
Duly Authorized Signatory

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

PRESS, GANEY ASSOCIATES, INC.

By: 
Its: _____

Accepted and Agreed to:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: _____
Its: _____

SCHEDULE A

U.S. Patent Registrations

None

Foreign Patent Registrations

None

U.S. Patent Applications

None

Foreign Patent Applications

None

Patent Licenses

None

SCHEDULE B

Schedule 3.17 to the Credit Agreement is hereby incorporated by reference herein in its entirety.

SCHEDULE C

Schedule 3.17 to the Credit Agreement is hereby incorporated by reference herein in its entirety.

**SCHEDULE 3.17
TO
CREDIT AGREEMENT**

INTELLECTUAL PROPERTY

All items noted in this Schedule 3.17 are owned by Borrower unless listed as an exception to such ownership.

I. REGISTERED TRADEMARKS AND SERVICE MARKS (BORROWER)

MARK	COUNTRY	APPLICATION	REGISTRATION
CLEARLY THE RIGHT DIRECTION	AUSTRALIA		873560
CLEARLY THE RIGHT DIRECTION	CANADA		521872
CLEARLY THE RIGHT DIRECTION	NEW ZEALAND		636888
CLEARLY THE RIGHT DIRECTION	USA		2230604
EDUCORE	USA		3126797
FIRST PERSON	AUSTRALIA		90633
FIRST PERSON	CANADA	135222	
FIRST PERSON	NEW ZEALAND		654090
FIRST PERSON	USA		2681835
INFOEDGE	AUSTRALIA		838970
INFOEDGE	CANADA		573327
INFOEDGE	USA		2505910
INFOTURN	AUSTRALIA		838966
INFOTURN	CANADA		581597
INFOTURN (CL. 35)	NEW ZEALAND		636889
INFOTURN (CL. 42)	NEW ZEALAND		636890
INFOTURN (CL. 35 & 42)	USA		2570703
PARTNERS IN QUALITY	USA		1682891
PARTNERS IN QUALITY	USA	7/8/03 Renewal	1795361
PRECEPTOR	AUSTRALIA		838967
PRECEPTOR	CANADA		582100
PRECEPTOR (CL. 16)	NEW ZEALAND		636891
PRECEPTOR (CL. 35)	NEW ZEALAND		636892

PRECEPTOR	USA		2601944
PRESS GANEY	AUSTRALIA		873559
PRESS GANEY	CANADA		521871
PRESS GANEY	NEW ZEALAND		636887
PRESS GANEY	USA		2228347
SERVICE OPPORTUNITY SYSTEM (CL. 35)	USA	76/524145	
SOLUTIONS STARTER	USA		3126796
SOS (CL. 35)	USA	76/524150	

II. REGISTERED COPYRIGHTS (BORROWER)

- A. U.S. Copyright Registration No. TX-5-532-885 (Dental Survey)
- B. U.S. Copyright Registration No. TX-5-532-886 (Dental Survey)
- C. U.S. Copyright Registration No. TX-6-073-819 (Air Medical Transport Services Referring Client Survey)
- D. U.S. Copyright Registration No. TX-6-073-820 (Air Medical Transport Services Referring Client Survey)
- E. U.S. Copyright Registration No. TX-6-073-852 (Ambulatory Surgery Survey)
- F. U.S. Copyright Registration No. TX-6-125-038 (Ambulatory Surgery Survey)
- G. U.S. Copyright Registration No. TX-6-073-849 (Assisted Living Resident Survey)
- H. U.S. Copyright Registration No. TX-6-073-850 (Assisted Living Family Survey)
- I. U.S. Copyright Registration No. TX-6-073-848 (Bank Customer Satisfaction Survey)
- J. U.S. Copyright Registration No. TX-6-073-844 (Billing Process Survey)
- K. U.S. Copyright Registration No. TX-6-073-847 (Credit Union Member Satisfaction Survey)
- L. U.S. Copyright Registration No. TX-5-537-123 (Dental Patient Satisfaction Survey)
- M. U.S. Copyright Registration No. TX-5-073-846 (Dental Patient Satisfaction Survey)

- N. U.S. Copyright Registration No. TX-6-073-812 (Emergency Room Survey)
- O. U.S. Copyright Registration No. TX-6-073-843 (Emergency Medical Transportation Satisfaction Survey)
- P. U.S. Copyright Registration No. TX-6-073-832 (Employee Satisfaction Survey)
- Q. U.S. Copyright Registration No. TX-6-073-833 (Employee Perspective Survey)
- R. U.S. Copyright Registration No. TX-6-073-831 (Home Health Care Survey)
- S. U.S. Copyright Registration No. TX-6-073-830 (Home Medical Equipment Survey)
- T. U.S. Copyright Registration No. TX-6-073-829 (Hospice Services Survey)
- U. U.S. Copyright Registration No. TX-6-073-822 (Inpatient Survey with ICU Section)
- V. U.S. Copyright Registration No. TX-6-073-823 (Inpatient obstetrical survey)
- W. U.S. Copyright Registration No. TX-6-073-824 (Inpatient Survey with Emergency Department Section)
- X. U.S. Copyright Registration No. TX-6-073-825 (Inpatient Survey)
- Y. U.S. Copyright Registration No. TX-6-073-827 (Inpatient Behavioral Health Satisfaction Survey)
- Z. U.S. Copyright Registration No. TX-6-073-837 (Inpatient Pediatric Survey)
- AA. U.S. Copyright Registration No. TX-6-073-840 (Inpatient Rehabilitation Survey)
- BB. U.S. Copyright Registration No. TX-6-073-821 (LTACH Inpatient Survey)
- CC. U.S. Copyright Registration No. TX-5-962-553 (Medical Practices Survey)
- DD. U.S. Copyright Registration No. TX-5-962-567 (Medical Practices Survey)
- EE. U.S. Copyright Registration No. TX-6-073-826 (Medical Staff Survey)
- FF. U.S. Copyright Registration No. TX-6-073-838 (Medical Staff Survey)

- GG. U.S. Copyright Registration No. TX-6-073-817 (Nursing Home Resident Survey)
- HH. U.S. Copyright Registration No. TX-6-073-818 (Nursing Home Resident Survey)
- II. U.S. Copyright Registration No. TX-6-073-813 (Orthodontic Services Survey)
- JJ. U.S. Copyright Registration No. TX-6-073-814 (Outpatient Rehabilitation Survey)
- KK. U.S. Copyright Registration No. TX-6-073-815 (Outpatient Mental Health Survey)
- LL. U.S. Copyright Registration No. TX-6-073-816 (Outpatient Oncology Survey)
- MM. U.S. Copyright Registration No. TX-6-073-851 (Outpatient Services Survey)
- NN. U.S. Copyright Registration No. TX-6-073-811 (Outpatient Services Survey)
- OO. U.S. Copyright Registration No. TX-6-073-845 (Patient Survey)
- PP. U.S. Copyright Registration No. TX-6-073-842 (Pediatric Emergency Department Survey)
- QQ. U.S. Copyright Registration No. TX-6-073-841 (Physician Satisfaction Questionnaire)
- RR. U.S. Copyright Registration No. TX-6-073-834 (Referral Source Physician Survey)
- SS. U.S. Copyright Registration No. TX-6-073-835 (Referral Source Non-physician Survey)
- TT. U.S. Copyright Registration No. TX-6-073-836 (Referral Source Dentist Survey)
- UU. U.S. Copyright Registration No. TX-6-073-828 (Retirement/independent living Survey)
- VV. U.S. Copyright Registration No. TX-6-073-839 (Retirement/independent living Survey)