

**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
Lipson Associates, Inc.		05/18/2007	CORPORATION: OHIO

**RECEIVING PARTY DATA**

Name:	First Financial Bank, N.A.
Street Address:	4000 Smith Road
Internal Address:	Suite 400
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45209
Entity Type:	National Banking Association:

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	2658898	INNOVATION STREAM
Registration Number:	2624683	NAME STREAM
Registration Number:	2587832	RBT
Registration Number:	2488984	LAGA LAB
Registration Number:	2502654	RIGHT BRAND THINKING
Registration Number:	2353639	LAGA
Registration Number:	2424082	LAGA
Registration Number:	2327026	BRANDSITE
Registration Number:	2327025	BRANDSITE
Registration Number:	2289204	IDP
Registration Number:	2300254	IDP
Registration Number:	3234635	TRI LAB
Registration Number:	3038373	TRENDENCIAS

OP \$440.00 2658898

Registration Number:	2939792	INSIGHTS QUARTERLY
Registration Number:	2954816	IQ INSIGHTS QUARTERLY
Serial Number:	78661762	NEURODESIGN
Serial Number:	78866843	LAGA

**CORRESPONDENCE DATA**

Fax Number: (513)579-6457

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 5135796960

Email: trademarks@kmklaw.com

Correspondent Name: Courtney A. Laginess

Address Line 1: One East Fourth Street

Address Line 2: Suite 1400

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	FI6920FI0003
NAME OF SUBMITTER:	Courtney A. Laginess
Signature:	/Courtney A. Laginess/
Date:	05/24/2007

**Total Attachments: 4**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of May 18, 2007, by LIPSON ASSOCIATES, INC., an Ohio corporation, (the "Pledgor"), in favor of FIRST FINANCIAL BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Secured Party").

### RECITALS:

WHEREAS, the Pledgor is a party to a Security Agreement dated as of May 18, 2007 (the "Security Agreement") in favor of the Secured Party;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party, to enter into the Credit Agreement, the Pledgor hereby agrees with the Secured Party as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Secured Party 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 such Pledgor:

- (a) trademarks of such 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the trademarks made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with the terms thereof, the Secured Party 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.


SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

[signature page follows]

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


Very truly yours,

LIPSON ASSOCIATES, INC.

By:   
Name: T. Solach  
Title: CFO

Accepted and Agreed:

FIRST FINANCIAL BANK, N.A.

By:   
Name: MARK A. CASAN  
Title: First Vice President

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

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Lipson Associates, Inc.	2658898	INNOVATION STREAM
Lipson Associates, Inc.	2624683	NAME STREAM
Lipson Associates, Inc.	2587832	RBT
Lipson Associates, Inc.	2488984	LAGA LAB
Lipson Associates, Inc.	2502654	RIGHT BRAND THINKING
Lipson Associates, Inc.	2353639	LAGA (& design)
Lipson Associates, Inc.	2424082	LAGA
Lipson Associates, Inc.	2327026	BRANDSITE
Lipson Associates, Inc.	2327025	BRANDSITE
Lipson Associates, Inc.	2289204	IDP
Lipson Associates, Inc.	2300254	IDP (& design)
Lipson Associates, Inc.	3234635	TRI LAB
Lipson Associates, Inc.		NEURODESIGN
Lipson Associates, Inc.		LAGA
Lipson Associates, Inc.	3038373	TRENDENCIES
Lipson Associates, Inc.	2939792	INSIGHTS QUARTERLY
Lipson Associates, Inc.	2954816	IQ INSIGHTS QUARTERLY

**Trademark Applications:**

<b>OWNER</b>	<b>SERIAL NUMBER</b>	<b>TRADEMARK</b>
Lipson Associates, Inc.	78661762	NEURODESIGN
Lipson Associates, Inc.	78866843	LAGA (& design)