

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hilson Research, Inc.		03/08/2007	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OPP Ltd.		
<b>Street Address:</b>	Eisfield Hall, 15-17 Eisfield Way		
<b>City:</b>	Oxford OX2 8EP		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1353980	IPI	
Registration Number:	1792601	IS5	
Registration Number:	3034850	HCSI	
Registration Number:	2860298	HR	
Registration Number:	3107492	HPP/SQ	
Serial Number:	77100260	IPI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)332-9081		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612.332.5300		
<b>Email:</b>	Istrom@merchantgould.com		
<b>Correspondent Name:</b>	Merchant & Gould P.C.		
<b>Address Line 1:</b>	P.O. Box 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-0910		
<b>ATTORNEY DOCKET NUMBER:</b>	15789		

CH \$165.00 1353980

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Christopher J. Schulte
Signature:	/Christopher J. Schulte/
Date:	07/03/2007

Total Attachments: 3

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Assignment of Servicemarks and Trademarks

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 8<sup>th</sup> day of March, 2007, by Hilson Research, Inc., a New York corporation ("Assignor"), to OPP Ltd., a private limited company organized in the United Kingdom ("Assignee").

R E C I T A L S

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March 8, 2007 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor the Acquired Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names used in connection with the Business (as defined in the Agreement), including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

HILSON RESEARCH, INC.

By: [Signature]  
Name: Robin Inwald, Ph.D.  
Title: President

[SEAL]

State of New York     )  
                                  )     ss.:  
County of Queens     )

On this 8th day of March, 2007, before me, Robin Inwald, Ph.D. personally appeared Robin Inwald, President and sole shareholder of Hilson Research, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]  
Notary Public

PAULA A. BENNETT  
Notary Public, State of New York  
01004065830  
Qualified in Queens County  
Commission Expires Apr. 20 2010

SCHEDULE A

Registered Servicemarks and Trademarks

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
IPI	1,353,980	8/13/85 (expired)
ISS	1,792,601	9/14/93
HCSI	3,034,850	12/27/05
HR	2,860,298	7/6/04
HPP/SQ	3,107,492	6/20/06

Unregistered Servicemarks and Trademarks

Inwald Survey 5-R (IS5R);  
 Inwald Survey 2 (IS2);  
 Inwald Survey 8 (IS8);  
 Inwald Survey 10 (IS10-same as the HBI below);  
 Hilson Life Adjustment Profile (HLAP);  
 Hilson Safety/Security Risk Inventory (HSRI);  
 Hilson Background Investigation Inventory (HBI) and Revised version (HBI-R);  
 Hilson Management Inventory (HMI);  
 Hilson Management Survey (HMS);  
 Hilson Job Analysis Questionnaire (HJAQ) and Revised (HJAQ-R);  
 Hilson Caregiver's Questionnaire (HCQ);  
 Nanny Caregiver's Questionnaire (NCQ);  
 Hilson Personnel Sales Survey (HPSS);  
 Sales Hilson Personnel Profile/Success Quotient (SHPP);  
 Hilson Applicant Survey (HAS) and Revised (HAS-R);  
 Hilson Personnel Survey (HPS);  
 Hilson Personal History Questionnaire (HPSQ)- hand-scored;  
 Skill Scale Inventory (SSI)-hand-scored;  
 Personal History Questionnaire (PHQ)-hand-scored;  
 Hilson Adolescent Profile -- Short Version (HAP-S).  
 HAP  
 Hilson Research

Pending Servicemark or Trademark Applications

Servicemark or Trademark	Application Number	Application Date
IPI	77100260	2/6/07