Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** Trademark Security Agreement (Second Lien) NATURE OF CONVEYANCE:

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Decision Resources, Inc.		07/03/2007	CORPORATION: MASSACHUSETTS	

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, acting through its New York Agency, as Collateral Agent
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1294871	DECISION RESOURCES
Registration Number:	1689007	DR REPORTS
Registration Number:	1703177	COGNOS
Registration Number:	1706742	PHARMACOR
Registration Number:	1794969	ONKOS
Registration Number:	1866990	CARDIUM
Registration Number:	2078350	DECISIONBASE
Registration Number:	1066965	INTERSTUDY
Registration Number:	2787952	COMPETITIVE LANDSCAPE
Registration Number:	2897818	PATIENTBASE
Registration Number:	3161007	MANAGED MARKET SURVEYOR
Serial Number:	76632901	DECISIONMETRICS
Serial Number:	77079568	HEALTHLEADERS-INTERSTUDY

TRADEMARK REEL: 003582 FRAME: 0547

900082134

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 8002210770

Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 013643
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	07/18/2007

Total Attachments: 5

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Trademark Security Agreement (Second Lien)

Trademark Security Agreement, dated as of July 3, 2007, by DECISION RESOURCES, INC. (the "Pledgor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, New York Agency, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

Whereas, the Pledgor is party to a Second Lien U.S. Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agree swith the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Trademark Collateral</u>. The Pledgor hereby pledges and grants to the Collateral 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 Pledged 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 (other than Excluded Property).

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 Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral 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. <u>Counterparts</u>. 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, each 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,

DECISION RESOURCES, INC.

Name: Loretta D. Keane

Title: Vice President, Treasurer and Chief Financial Officer

AGREED TO AND ACCEPTED:

CANADIAN IMPERIAL BANK OF COMMERCE, New York Agency, as Collateral Agent

By:	
Name:	
Title:	
By:	
Name:	
Title	

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - SECOND LIEN]

AGREED TO AND ACCEPTED:

CANADIAN IMPERIAL BANK OF COMMERCE, New York Agency, as Collateral Agent

Name: Brian S. Perman

Title: Authorized Signatory

Second Lien Trademark Security Agreement

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Ówner	Trademark	Application Registration Number	Application. /Registration Date	Status
DECISION RESOURCES, INC.	DECISION RESOURCES	73/423044 1294871	4/25/83 9/11/84	REGISTERED
DECISION RESOURCES, INC.	DR REPORTS	74/102029 1689007	10/1/90 5/26/92	REGISTERED
DECISION RESOURCES, INC.	COGNOS	74/122273 1703177	12/10/90 7/28/92	REGISTERED
DECISION RESOURCES, INC.	PHARMACOR	74/215943 1706742	10/28/91 8/11/92	REGISTERED
DECISION RESOURCES, INC.	ONKOS	74/355873 1794969	2/5/93 9/28/93	REGISTERED
DECISION RESOURCES, INC.	CARDIUM	74/471893 1866990	12/17/93 12/13/94	REGISTERED
DECISION RESOURCES, INC.	DECISIONBASE	74/670277 2078350	5/5/95 7/15/97	REGISTERED
DECISION RESOURCES, INC.	INTERSTUDY	73/082336 1066965	5/5/95 7/15/97	REGISTERED
DECISION RESOURCES, INC.	COMPETITIVE LANDSCAPE	76/256667 2787952	5/14/01 12/9/03	REGISTERED
DECISION RESOURCES, INC.	PATIENTBASE	76/473134 2897818	12/6/02 10/26/04	REGISTERED
DECISION RESOURCES, INC.	DECISIONMETRICS	76/632901	3/4/05	ABANDONED
DECISION RESOURCES, INC.	MANAGED MARKET SURVEYOR	76/632844 3161007	3/7/05 10/17/06	REGISTERED
DECISION RESOURCES, INC.	HEALTH LEADERS/INTERSTUDY	77/079568	1/10/07	PENDING

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RECORDED: 07/18/2007