

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Center for Financial Research and Analysis, LLC		02/28/2008	Delaware LLC:

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3270822	CFRA
Registration Number:	3270820	CFRA
Registration Number:	3270823	ESTABLISHED LEADER. TRUSTED PARTNER.
Registration Number:	3374678	QUICKSCORE
Registration Number:	3270835	
Serial Number:	76666805	CENTER FOR FINANCIAL RESEARCH & ANALYSIS
Serial Number:	76666806	CFRA CENTER FOR FINANCIAL RESEARCH & ANALYSIS
Serial Number:	76674125	CFRA LEGAL EDGE
Serial Number:	76666809	INDUSTRY RISK ASSESSMENT PROFILE
Serial Number:	76666811	IRAP
Serial Number:	77131842	CFRA ACCOUNTING LENS

CORRESPONDENCE DATA

Fax Number: (202)756-9299

900103221

**TRADEMARK
 REEL: 003751 FRAME: 0681**

CH \$290.00 3270822

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

Phone: 8002210770
Email: kai.goodwin@contractor.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:	512370
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/03/2008

Total Attachments: 5

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First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of February 28, 2008, by Center for Financial Research and Analysis, LLC (the "Pledgor"), in favor of BANK OF AMERICA, N.A., 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 First Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this First Lien 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 agrees with the Collateral Agent 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. 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 First Lien 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 First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured 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 First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien 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 First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

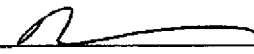
IN WITNESS WHEREOF, the Pledgor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CENTER FOR FINANCIAL RESEARCH AND
ANALYSIS, LLC

By: RMG-CFRA, LLC, its sole member

By: RMG-IRH, INC., its sole member

By: 
Name: Ethan Berman
Title: President

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name:
Title:

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

Very truly yours,

CENTER FOR FINANCIAL RESEARCH AND ANALYSIS, LLC

By: RMG-CFRA, LLC, its sole member

By: RMG-IRH, INC., its sole member

By: _____
Name:
Title:

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Robert Klawinski
Name:
Title: Robert Klawinski
Senior Vice President

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Center for Financial Research and Analysis, LLC	3,270,822	CFRA
Center for Financial Research and Analysis	3,270,820	CFRA & Design
Center for Financial Research and Analysis	3,270,823	ESTABLISHED LEADER TRUSTED PARTNER
Center for Financial Research and Analysis	3,374,678	QUICKSCORE
Center for Financial Research and Analysis	3,270,835	Design

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Center for Financial Research and Analysis	76/666,805	CENTER FOR FINANCIAL RESEARCH AND ANALYSIS
Center for Financial Research and Analysis	76/666,806	CFRA CENTER FOR FINANCIAL RESEARCH & ANALYSIS & Design
Center for Financial Research and Analysis	76/674,125	CFRA LEGAL EDGE
Center for Financial Research and Analysis	76/666,809	INDUSTRY RISK ASSESSMENT PROFILE
Center for Financial Research and Analysis	76/666,811	IRAP
Center for Financial Research and Analysis	77/131,842	CFRA ACCOUNTING LENS