

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Second Lien Joinder		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manhattan Research, LLC		06/13/2008	New York LLC:
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	300 Madison Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3219081	MANHATTANRESEARCH	
Registration Number:	2943883	STRATEGY THROUGH DATA	
Registration Number:	3003064	MANHATTAN RESEARCH STRATEGIC INSIGHT	
Registration Number:	3000606	EPHARMA PHYSICIAN	
Registration Number:	3167337	EPHARMA CONSUMER	
Registration Number:	3013788	TAKING THE PULSE	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

CH \$165.00 3219081

ATTORNEY DOCKET NUMBER:	610073
NAME OF SUBMITTER:	Kai Goodwin
Signature:	/Kai Goodwin/
Date:	06/17/2008
Total Attachments: 5 source=2nd trademark sec agt 06-13-2008 #page2.tif source=2nd trademark sec agt 06-13-2008 #page3.tif source=2nd trademark sec agt 06-13-2008 #page4.tif source=2nd trademark sec agt 06-13-2008 #page5.tif source=2nd trademark sec agt 06-13-2008 #page6.tif	

Joinder Trademark Security Agreement (Second Lien)

Joinder Trademark Security Agreement (Second Lien) (“Joinder Trademark Security Agreement”), dated as of June 13, 2008, by MANHATTAN RESEARCH, LLC (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”).

W I T N E S S E T H:

Whereas, the Pledgor is party to a Second Lien Joinder Agreement of even date herewith, which supplements the Second Lien U.S. Security Agreement, dated as of July 3, 2007, made by DRI Holdings, Inc., a Delaware corporation (the “US Borrower”), the Guarantors party thereto and the Collateral Agent (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 Joinder Trademark Security Agreement;

Now, Therefore, 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 Joinder 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 Joinder Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. 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 Joinder Trademark Security Agreement.

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

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

MANHATTAN RESEARCH, LLC

By: *Loretta D. Keane*
Name: Loretta D. Keane
Title: 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 Joinder to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003796 FRAME: 0938

AGREED TO AND ACCEPTED:

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

By:  _____

Name: **E. Lindsay Gordon**
Title: **Canadian Imperial Bank of Commerce
Authorized Signatory**

Joinder Trademark Security Agreement (Second Lien)

SCHEDULE I
to
JOINDER TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Owner	Trademark	Registration Number	Registration Date	Status
Manhattan Research, LLC	MANHATTAN RESEARCH	3,219,081	Mar. 13, 2007	Registered
Manhattan Research, LLC	STRATEGY THROUGH DATA	2,943,883	Apr. 26, 2005	Registered
Manhattan Research, LLC	MANHATTAN RESEARCH STRATEGIC INSIGHT	3,003,064	Aug. 1, 2005	Registered
Manhattan Research, LLC	EPHARMA PHYSICIAN	3,000,606	Sep. 27, 2005	Registered
Manhattan Research, LLC	EPHARMA CONSUMER	3,167,337	Nov. 7, 2006	Registered
Manhattan Research, LLC	TAKING THE PULSE	3,013,788	Nov. 8, 2005	Registered