

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
Harris Connect, LLC		09/11/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	CIT Lending Services Corporation
Street Address:	One City Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3437031	ALUMNI TODAY
Registration Number:	3437032	ALUMNI TODAY
Serial Number:	77074501	ALUMNI TODAY
Registration Number:	3196824	HARRIS CONNECT
Registration Number:	3251156	HARRIS CONNECT
Registration Number:	3196826	HARRIS CONNECT
Registration Number:	3196825	HARRIS CONNECT
Registration Number:	3030343	HARRIS CONNECT
Registration Number:	3093942	HARRIS CONNECT
Registration Number:	3093943	HARRIS CONNECT
Registration Number:	3083552	HARRIS CONNECT
Registration Number:	2969025	WHERESEFRANKIE
Registration Number:	2216665	ALUMNI CONNECTIONS
Registration Number:	1890122	CAREER AND ACCOMPLISHMENTS PROGRAM

CH \$565.00 3437031

Registration Number:	2098422	DONORPROFILE
Registration Number:	2065363	GRADLINK
Registration Number:	1654477	LOST & FOUND
Registration Number:	2286015	MEMBER CONNECTIONS
Registration Number:	1667004	PRINTPLUS
Registration Number:	1653256	THE DIRECT MAIL DIFFERENCE
Registration Number:	1714263	THE GRADUATE CONNECTION
Registration Number:	1650389	THE INFORMATION ADVANTAGE

CORRESPONDENCE DATA

Fax Number: (212)308-4844

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

Email: trademark@eapdlaw.com

Correspondent Name: Edwards Angell Palmer & Dodge LLP

Address Line 1: F.D.R. Station

Address Line 2: P.O. Box 130

Address Line 4: New York, NEW YORK 10150

ATTORNEY DOCKET NUMBER:	23666.0227
NAME OF SUBMITTER:	Denise Kacinski
Signature:	/dk/
Date:	10/15/2008

Total Attachments: 8

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**TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of September 15, 2008, by **HARRIS CONNECT, LLC**, a Delaware limited liability company ("Debtor"), to and with **CIT LENDING SERVICES CORPORATION**, a Delaware corporation, as **Administrative Agent** (in such capacity, together with its successors and assigns in such capacity, "Agent") for the benefit of itself and the financial institutions and other Persons which are now or hereafter become Secured Parties under, or as defined in, the General Security Agreement referred to below ("Secured Parties").

RECITALS

A. Debtor has executed and delivered to Agent a certain Security and Pledge Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "General Security Agreement") by and among Agent, on behalf of the Secured Parties, Debtor, and Harris Connect Group Holdings LLC, a Delaware limited liability company.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Agent, on behalf of Secured Parties, under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Security Interest.** Debtor hereby grants to Agent, for the benefit of, and on behalf of, Secured Parties, a continuing security interest in all registered trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by Debtor (other than "intent to use" trademark applications), including, but not limited to, those trademarks of Debtor listed on **Schedule A** attached hereto and made a part hereof (collectively, the "Trademarks"), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** Debtor represents and warrants that:

2.1. **Schedule A** sets forth all material United States trademark registrations and applications owned by Debtor as of the Closing Date.

2.2. As of the Closing Date, to the best of Debtor's knowledge, the Collateral set forth on **Schedule A** is subsisting and has not been adjudged invalid or unenforceable in a manner that would result in a Material Adverse Effect.

2.3. Debtor has the full limited liability company power and limited liability company authority to enter into this Agreement and perform its terms.

2.4. Debtor has used proper statutory notice in connection with its use of any material Collateral to the extent the Debtor reasonably deems to be commercially practicable.

3. Covenants. Debtor covenants and agrees as follows:

3.1. If Debtor shall purchase, register or otherwise acquire any new registrable or registered trademark, the provisions of **Section 1** shall automatically apply thereto. Debtor shall give to Agent written notice thereof in accordance with **Section 4(i)** of the General Security Agreement, and shall execute an amendment to **Schedule A** including such registrations and applications and shall take any other action reasonably necessary to record Agent's and Secured Parties' interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. Debtor will continue to use proper statutory notice in connection with its registration of any of the Collateral to the extent the Debtor reasonably deems to be commercially practicable.

3.3. Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. Remedies. After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), Agent may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. Attorney-in-Fact. Debtor hereby appoints Agent, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Agent reasonably deems necessary in order to protect its interest in the Collateral. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Agent (or Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. General.

6.1. No course of dealing between Debtor and Agent, nor any failure to exercise, nor any delay in exercising on the part of Agent, any right, power or privilege hereunder

or under the Credit Agreement (as defined in the General Security Agreement) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Agent of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between Debtor and Agent.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

8. **Termination of Security Interests; Release of Collateral.** Upon the Termination Date, the Security Interests and all other rights given to Agent and Lenders hereunder shall terminate and all rights to the Collateral shall revert to Debtor. Upon any such termination of the Security Interests or release of Collateral in accordance with the terms of the Credit Agreement, the Agent will, at Debtor's expense to the extent permitted by law, execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be. In the event that all or any part of the payments described in this **Section 8** are rescinded or recovered directly or indirectly from any Lender as a preference, fraudulent transfer or otherwise (whether by demand, settlement, litigation or otherwise), such rescinded or recovered payments shall

constitute Obligations for all purposes hereunder and the obligations of Debtor hereunder shall continue and remain in full force and effect or be reinstated, as the case may be.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

HARRIS CONNECT, LLC

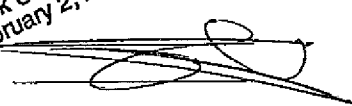
By: 
Name: E. Sue Cho
Title: Vice President

CIT LENDING SERVICES CORPORATION, as Administrative Agent

By: _____
Print Name: _____
Title: _____

STATE OF New York)
COUNTY OF New York)

In New York, NY on this 11th day of September, 2008, before me personally appeared E. Sue Cho, the Vice President of Harris Connect, LLC, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

SHEMER SENDAK
Notary Public, State of New York
Print Name: SHEMER SENDAK
Notary No. 02SE6104915
My Commission Expires February 2, 2009


[SIGNATURES CONTINUED ON NEXT PAGE]

[CIT/Harris/Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

HARRIS CONNECT, LLC

By: _____
Name:
Title:

**CIT LENDING SERVICES
CORPORATION, as Administrative
Agent**

By: Anthony Holland
Print Name: Anthony Holland
Title: Vice President

STATE OF _____)
COUNTY OF _____)

In _____ on this _____ day of September, 2008, before me personally appeared _____, the _____ of Harris Connect, LLC, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said limited liability company.

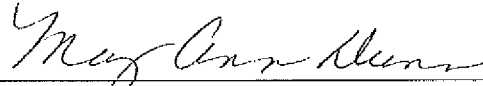
Notary Public
Print Name: _____
My Commission expires: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

[CIT/Harris/Trademark Security Agreement]

STATE OF NEW JERSEY)
COUNTY OF MORRIS)

In Morristown on this 11th day of September, 2008, before me personally appeared Anthony Holland, the Vice President of CIT Lending Services Corporation, as Administrative Agent, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said corporation.



Notary Public

Print Name: MARY ANN DUNN





My Commission expires: MAY 8, 2011

MARY ANN DUNN
Notary Public of New Jersey
My Comm. Exp. May 8, 2011

[CIT/Harris/Trademark Security Agreement]

Schedule A

Trademarks

Trademark/Service Mark	Serial or Registration Number	Filing Date or Registration Date	Class
ALUMNI TODAY	3,437,031	5/27/2008	9
ALUMNI TODAY	3,437,032	5/27/2008	16
ALUMNI TODAY	77/074501	1/2/2007	35
	3,196,824	1/9/2007	9
	3,251,156	6/12/2007	16
	3,196,826	1/9/2007	35
	3,196,825	1/9/2007	42
HARRIS CONNECT	3,030,343	12/13/2005	9
HARRIS CONNECT	3,093,942	5/16/2006	16
HARRIS CONNECT	3,093,943	5/16/2006	35
HARRIS CONNECT	3,083,552	4/18/2006	42
WHERE'S FRANKIE	2,969,025	7/19/2005	35, 38, 42
ALUMNI CONNECTIONS	2,216,665	1/5/1999	42
CAREER AND ACCOMPLISHMENTS PROGRAM	1,890,122	4/18/1995	35, 41
DONOR PROFILE	2,098,422	9/16/1997	42
GRADLINK	2,065,363	5/27/1997	9
LOST & FOUND	1,654,477	8/20/1991	35
MEMBER CONNECTIONS	2,286,015	10/12/1999	42
PRINTPLUS	1,667,004	12/3/1991	41
THE DIRECT MAIL DIFFERENCE	1,653,256	8/6/1991	41
THE GRADUATE CONNECTION	1,714,263	9/8/1992	41
THE INFORMATION ADVANTAGE	1,650,389	7/9/1991	41