

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Rider to General Security Agreements - Patents

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Dimensions Research Corporation		01/14/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Keltic Financial Partners, LP
Street Address:	580 White Plains Road
Internal Address:	Suite 610
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	566989	
Registration Number:	565322	
Registration Number:	511426	
Registration Number:	496194	
Registration Number:	496193	
Registration Number:	489556	
Registration Number:	486324	
Registration Number:	398170	ORSO
Registration Number:	489198	
Registration Number:	435182	SKYSCRAPER
Registration Number:	430432	
Registration Number:	447649	
Registration Number:	527426	

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CORRESPONDENCE DATA

Fax Number: (215)564-8120
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-564-8051
Email: kgibson@stradley.com
Correspondent Name: Christopher W. Rosenbleeth, Esquire
Address Line 1: 2600 One Commerce Square
Address Line 2: Stradley Ronon Stevens & Young, LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	181382-0020
NAME OF SUBMITTER:	Christopher W. Rosenbleeth
Signature:	/cwr/
Date:	01/16/2009

Total Attachments: 8
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Rider to General Security Agreement - Patents

THIS RIDER TO GENERAL SECURITY AGREEMENT (“Rider”) is executed as of this 14th day of January, 2009, by and between **NEW DIMENSIONS RESEARCH CORPORATION** (the “Grantor”) with an address at 260 Spagnoli Road, Melville, New York 11747, and **KELTIC FINANCIAL PARTNERS, LP** (the “Lender”), with an address at 580 White Plains Road, Suite 610, Tarrytown, New York 10591. This Rider is incorporated into and made part of that certain General Security Agreement (“Security Agreement”) between the Grantor and the Lender dated contemporaneously herewith, and also into certain other financing documents and security agreements executed by and between the Grantor and the Lender (all such documents including this Rider being collectively referred to as “Loan Documents”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

As collateral security for the Obligations (as defined in the Security Agreement) under the Loan Documents, the Grantor has agreed to grant a security interest in and to assign to the Lender the Patent Collateral (as hereinafter defined). The Lender desires to have its lien and security interest in such Patent Collateral confirmed by a document identifying such security interest and in such form as may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Security Agreement and for other good, valuable and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the Obligations, the Grantor does hereby assign and grant to the Lender a lien and security interest in (a) all of the Grantor’s right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto (hereinafter referred to collectively as the “Patents”); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications (hereinafter referred to collectively as the “Applications”); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the “Reissued Patents”); (iv) all future royalties or other fees paid or payment or payments made or to be made to the Grantor in respect of the Patents; and (v) proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and Royalties and proceeds being herein referred to collectively as the “Patent Rights”); and (b) all rights, interests, claims and demands that the Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interests, claims and demands being herein called the “Claims”) (the Patent Rights and Claims collectively referred to as the “Patent Collateral”).

2. Representations and Warranties. The Grantor warrants and represents to the Lender that: (a) the Grantor is the true and lawful exclusive owner of the Patent Rights set forth on Schedule A, including all rights and interests herein granted; (b) the Patent Collateral is valid and enforceable; (c) the Grantor has full power and authority to execute and deliver this Rider; (d) the Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Rights and the interests granted herein; and (e) the Patent Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character.

3. Covenants. The Grantor further covenants to the Lender that until all of the Obligations have been satisfied in full, the Grantor will not enter into any agreement, including without limitation, license agreements, which are inconsistent with the Grantor's obligations under this Rider.

4. Maintenance of Patent Collateral. The Grantor further covenants that: until all of the Obligations have been satisfied in full, it will (i) not enter into any agreements, including without limitation, license

agreements, which are inconsistent with the Grantor's undertakings and covenants under this Rider or which restrict or impair the Lender's rights hereunder and (ii) maintain the Patent Collateral in full force and effect.

5. **Negative Pledge.** The Grantor shall not sell, assign or further encumber its rights and interest in the Patent Collateral without the prior written consent of the Lender.

6. **Remedies Upon Default.**

(a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral itself or to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C.

7. **Prosecution of Patent Applications.**

(a) The Grantor shall, at its own expense, diligently maintain all patents and diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and shall not abandon any such application prior to the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of the Lender. The Grantor shall not abandon any Patent Collateral without the prior written consent of the Lender.

(b) Any and all fees, costs and expenses, including reasonable attorneys' fees and expenses incurred by the Lender in connection with the preparation, modification, enforcement or termination of this Rider and all other documents relating hereto and the consummation of this transaction, the filing and recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral shall be paid by the Grantor on demand by the Lender.

(c) The Grantor shall have the right to bring suit in the name of the Grantor to enforce the Patent Collateral, in which case the Lender may, at the Lender's option, be joined as a nominal party to such suit if the Lender shall be satisfied that such joinder is necessary and that the Lender is not thereby incurring any risk of liability by such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify, defend and hold harmless the Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Lender pursuant to this paragraph and all other actions and conduct of the Grantor with respect to the Patent Rights during the term of this Rider.

8. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. **Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents or as otherwise provided in the Security Agreement, the Lender shall execute and deliver to the Grantor all documents necessary to terminate the Lender's security interest in the Patent Collateral.

11. **Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Lender and until so paid shall be added to the principal amount of the Obligations to the Lender and shall bear interest at the contract rate therefor.

12. **Additional Remedies.** Upon the occurrence of an Event of Default under the Loan Documents, the Lender may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Lender's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lender in protecting, defending and maintaining the Patent Collateral.

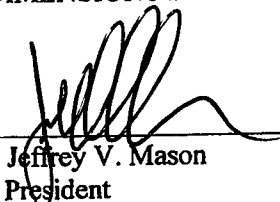
13. **Governing Law.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

14. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

[Continued on Next Page]

WITNESS the due execution hereof as a document under seal, as of the date first written above.

NEW DIMENSIONS RESEARCH CORPORATION

By: 
Name: Jeffrey V. Mason
Title: President

KELTIC FINANCIAL PARTNERS, LP
By: Keltic Financial Services LLC,
its general partner

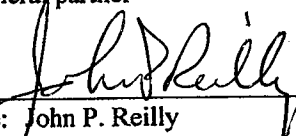
By: _____
Name: John P. Reilly
Title: President and CEO

WITNESS the due execution hereof as a document under seal, as of the date first written above.

NEW DIMENSIONS RESEARCH CORPORATION

By: _____
Name: Jeffrey V. Mason
Title: President

KELTIC FINANCIAL PARTNERS, LP
By: Keltic Financial Services LLC,
its general partner

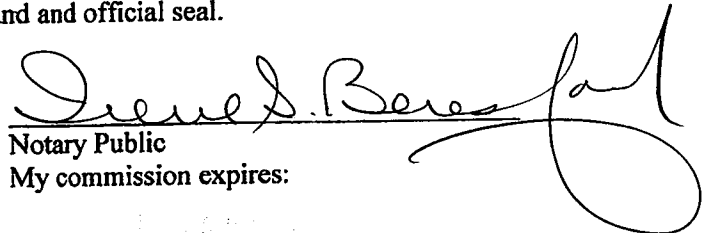
By:  _____
Name: John P. Reilly
Title: President and CEO

STATE OF NEW YORK)
)
COUNTY OF SUFFOLK)

ss:

On this, the _____ day of January, 2009, before me, a Notary Public, the undersigned officer, personally appeared Jeffrey V. Mason, who acknowledged himself to be the President of New Dimensions Research Corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public
My commission expires:


2010

STATE OF _____)
)
COUNTY OF _____)

ss:

On this, the _____ day of January, 2009, before me, a Notary Public, the undersigned officer, personally appeared John P. Reilly, who acknowledged himself to be the President and CEO of Keltic Financial Services LLC, the general partner of Keltic Financial Partners, LP and that he, as such representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said entities as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My commission expires:

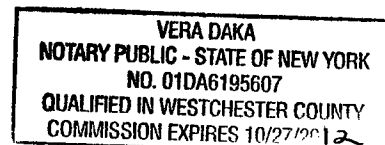
STATE OF _____)
)
COUNTY OF _____) ss:

On this, the _____ day of January, 2009, before me, a Notary Public, the undersigned officer, personally appeared Jeffrey V. Mason, who acknowledged himself to be the President of New Dimensions Research Corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

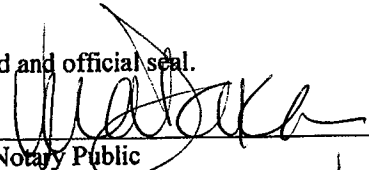
Notary Public
My commission expires:

STATE OF _____)
)
COUNTY OF _____) ss:



On this, the _____ day of January, 2009, before me, a Notary Public, the undersigned officer, personally appeared John P. Reilly, who acknowledged himself to be the President and CEO of Keltic Financial Services LLC, the general partner of Keltic Financial Partners, LP and that he, as such representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said entities as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public
My commission expires: 10/27/2012

SCHEDULE A TO RIDER TO GENERAL SECURITY AGREEMENT - PATENTS

<u>PATENT NO.:</u>	<u>ISSUE (FILING) DATE:</u>	<u>TITLE:</u>
7,458,473	December 2, 2008	Display shelf
7,419,062	September 2, 2008	Shelf unit
D566,989	April 22, 2008	Display assembly
D565,322	April 1, 2008	Display shelf
7,131,543	November 7, 2006	Display device
D511,426	November 15, 2005	Display unit
6,877,618	April 12, 2005	Shelf and display device
D496,194	September 21, 2004	Display unit
D496,193	September 21, 2004	Display unit
6,752,281	June 22, 2004	Display device
D489,556	May 11, 2004	Shelf
D486,324	February 10, 2004	Display unit
D398,170	September 15, 1998	Jewelry display stand
5,392,547	February 25, 1995	Shelf molding for displaying price and information tickets
5,318,190	June 7, 1994	Adjustable display tray
6,065,725	May 23, 2000	Adjustable retaining wall
D489,198	May 4, 2004	Display device
6,234,328	May 22, 2001	Adjustable shelf system
D435,182	December 19, 2000	Merchandise display stand
D430,432	September 5, 2000	Merchandise display stand
D447,649	September 11, 2001	Base for a merchandise display stand
D527,426	August 29, 2006	Pricing clip