

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
MVL Group, Inc.		04/08/2009	CORPORATION: NEW YORK
Quick Test, Inc.		04/08/2009	CORPORATION: DELAWARE
CarbonView Research, Inc.		04/08/2009	CORPORATION: DELAWARE
Target Research Group, Inc.		04/08/2009	CORPORATION: DELAWARE
Discovery Research Group of Utah, Inc.		04/08/2009	CORPORATION: UTAH
PhoneBase Research, Inc.		04/08/2009	CORPORATION: DELAWARE
Marketing Research Services, Inc.		04/08/2009	CORPORATION: OHIO
ActiveGroup Ventures, Inc.		04/08/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3178094	COMPASSVISION
Registration Number:	2400030	ACTIVEGROUP
Registration Number:	3232995	CONSELECT ONLINE CONCEPT TESTING SOLUTION
Registration Number:	2777552	MRSI MARKETING REASERCH SERVICES, INC.
Registration Number:	2736357	IRESEARCH
Registration Number:	2935829	PRISM ELEMENTS OF A WINNING PRODUCT UNIQUE INSIGHT POWERFUL CONCEPT OPTIMUM PRODUCT

CH \$315.00 3178094

		SUSTAINED GROWTH
Registration Number:	3298850	ENFOQUE
Serial Number:	77546773	MREXPRESS
Registration Number:	3392660	CENSUS BALANCER
Registration Number:	3343404	CONCEPT HIGHLIGHTER
Registration Number:	3343401	PROSELECT
Registration Number:	3305753	CONSCAN ONLINE CONCEPT SCREENING SOLUTION

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	955871
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	04/13/2009

Total Attachments: 16
source=4-13-09 MVL Group-TM#page1.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MVL GROUP, INC.
1061 EAST INDIANTOWN ROAD, STE 300
JUPITER, FL 33477

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: NY
- Other _____

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC BANK, NATIONAL ASSOCIATION

Internal Address: COMMERCIAL LOAN SERVICE CENTER DCC

Street Address: 500 FIRST AVENUE

City: PITTSBURGH

State: PA

Country: USA Zip: 15219

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship U.S.

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 04/08/2009

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE SCHEDULE 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: 31st Floor

Street Address: 1133 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 955871-5

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

4/10/2009

Date

Luis Rodriguez

Name of Person Signing

Total number of pages including cover sheet, attachments, and document.

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Grantors:

MVL Group, Inc.
Quick Test, Inc.
CarbonView Research, Inc.
1061 East Indiantown Road, Suite 300
Jupiter, FL 33477

Target Research Group, Inc.
515 Airport Executive Park
Manuet, NY 10954

Discovery Research Group of Utah, Inc.
6975 Union Park Center, Suite 450
Midvale, UT 84047

PhoneBase Research, Inc.
3932-A JFK Parkway
Fort Collins, CO 80525

Marketing Research Services, Inc.
720 E. Pete Rose Way, Suite 200
Cincinnati, OH 45202

ActiveGroup Ventures, Inc.
3720 Davinci Court, Suite 125
Norcross, GA 30092

COPYRIGHT, TRADEMARK AND PATENT SECURITY AGREEMENT

THIS COPYRIGHT, TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 8th day of April, 2009 by MVL GROUP, INC., a corporation under the laws of the State of Delaware, QUICK TEST, INC., a corporation under the laws of the State of Delaware, TARGET RESEARCH GROUP, INC., a corporation under the laws of the State of Delaware, DISCOVERY RESEARCH GROUP OF UTAH, INC., a corporation under the laws of the State of Utah, PHONEBASE RESEARCH, INC., a corporation under the laws of the State of Delaware, MARKETING RESEARCH SERVICES, INC., a corporation under the laws of the State of Ohio, and CARBONVIEW RESEARCH, INC., a corporation under the laws of the State of Delaware, and ACTIVEGROUP VENTURES, INC., a corporation organized under the laws of the State of Delaware, (each a "Grantor" and collectively "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders:

WITNESSETH

WHEREAS, Grantors have entered into that certain Revolving Credit and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantors by Lenders;

WHEREAS, Borrowers have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrowers including all right, title and interest of Borrowers in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the businesses symbolized by Grantors' copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations, Grantors hereby grant to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms their prior grants pursuant to the Loan Agreement of a continuing security interest in Grantors' entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) all (a) copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, (b) all renewals of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable

under any of the foregoing, licenses of the foregoing, or with respect to any of the foregoing, (collectively, "Copyrights"), each as listed on Schedule 1 annexed hereto;

(ii) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(iii) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Copyright, Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantors hereby represent and warrant that the Copyrights, Trademarks and Patents listed on Schedule 1 attached hereto constitute all copyrights, trademarks and patents owned or registered to each Grantor as of the date of this Agreement.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

QUICKTEST, INC.

By: 
Name: M. Van Lefferdik
Title: Chief Executive Officer

DISCOVERY RESEARCH GROUP OF
UTAH, INC.

By: 
Name: M. Van Lefferdik
Title: Chief Executive Officer

ACTIVEGROUP VENTURES, INC.

By: 
Name: M. Van Lefferdik
Title: Chairman

MARKETING RESEARCH SERVICES, INC.

By: 
Name: M. Van Lefferdik
Title: Chief Executive Officer

[SIGNATURE PAGE TO COPYRIGHT, TRADEMARK AND PATENT SECURITY
AGREEMENT]

S-1

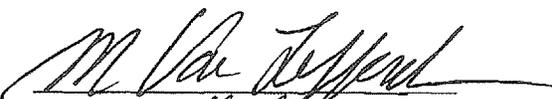
MVL GROUP, INC.

By: 
Name: M. Van Leljedahl
Title: Chief Executive Officer

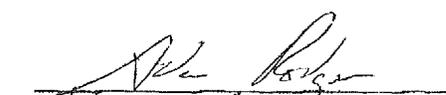
TARGET RESEARCH GROUP, INC.

By: 
Name: M. Van Leljedahl
Title: Chief Executive Officer

PHONEBASE RESEARCH, INC.

By: 
Name: M. Van Leljedahl
Title: Chief Executive Officer

CARBONVIEW RESEARCH, INC.

By: 
Name: Adam Rodgers
Title: President

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent and Lender

By: 
Name: John J. Shields
Title: Senior V.P.

[SIGNATURE PAGE TO COPYRIGHT, TRADEMARK AND PATENT SECURITY
AGREEMENT]

S-3

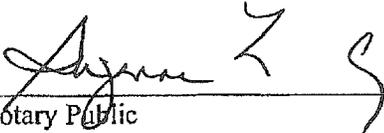
TRADEMARK
REEL: 003969 FRAME: 0704

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Owner</u>
Concept Highlighter	Reg # 3343404, Serial # 77129236	Reg date 11/27/07	Marketing Research Services, Inc.
ProSelect	Reg # 3343401, Serial # 77129194	Reg date 11/27/07	Marketing Research Services, Inc.
ConScan Online Concept Screening Solution	Reg # 3305753, Serial # 77068068	Reg date 10/9/07	Marketing Research Services, Inc.

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Florida* : SS
COUNTY OF *Palm Beach*

On this 31 of March 2009, before me personally appeared M. Van Leliedijk to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of each of MVL GROUP, INC., a corporation under the laws of the State of Delaware, QUICKTEST, INC., a corporation under the laws of the State of Delaware, TARGET RESEARCH GROUP, INC., a corporation under the laws of the State of Delaware, DISCOVERY RESEARCH GROUP OF UTAH, INC., a corporation under the laws of the State of Utah, PHONEBASE RESEARCH, INC., a corporation under the laws of the State of Delaware, MARKETING RESEARCH SERVICES, INC., a corporation under the laws of the State of Ohio, and ACTIVEGROUP VENTURES, INC., a corporation organized under the laws of the State of Delaware, and that s/he signed the Agreement hereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of each such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:



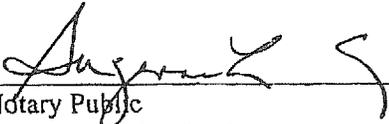
[ACKNOWLEDGEMENT TO COPYRIGHT, TRADEMARK AND
PATENT SECURITY AGREEMENT]

TRADEMARK
REEL: 003969 FRAME: 0707

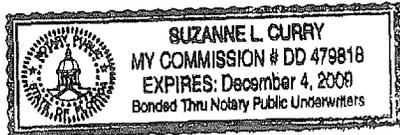
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *FLORIDA* : SS
COUNTY OF *Palm Beach*

On this 31 of March 2009, before me personally appeared Adam Rodgers, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of CARBONVIEW RESEARCH, INC., a corporation under the laws of the State of Delaware, and that s/he signed the Agreement hereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of each such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:



[ACKNOWLEDGEMENT TO COPYRIGHT, TRADEMARK AND
PATENT SECURITY AGREEMENT]

TRADEMARK
REEL: 003969 FRAME: 0708

POWER OF ATTORNEY

MVL GROUP, INC., a corporation under the laws of the State of Delaware, QUICKTEST, INC., a corporation under the laws of the State of Delaware, TARGET RESEARCH GROUP, INC., a corporation under the laws of the State of Delaware, DISCOVERY RESEARCH GROUP OF UTAH, INC., a corporation under the laws of the State of Utah, PHONEBASE RESEARCH, INC., a corporation under the laws of the State of Delaware, MARKETING RESEARCH SERVICES, INC., a corporation under the laws of the State of Ohio, CARBONVIEW RESEARCH, INC., a corporation under the laws of the State of Delaware, and ACTIVEGROUP VENTURES, INC., a corporation organized under the laws of the State of Delaware (collectively "Grantors"), hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantors dated as of April 8, 2009 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Copyright, Trademark and Patent Security Agreement between Grantors and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Copyright, Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Copyright, Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors a supplement to the Copyright, Trademark and Patent Security Agreement, to use the Copyright, Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Copyrights, Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Copyright, Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantors a trademark, patent, or copyright assignment, in each case subject to the terms of the Copyright, Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantors hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Copyright, Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Copyright, Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

MVL GROUP, INC.

By: 
Name: M. Van Letterdink
Title: Chief Executive Officer

QUICKTEST, INC.

By: 
Name: M. Van Letterdink
Title: Chief Executive Officer

TARGET RESEARCH GROUP, INC.

By: 
Name: M. Van Letterdink
Title: Chief Executive Officer

DISCOVERY RESEARCH GROUP OF
UTAH, INC.

By: 
Name: M. Van Letterdink
Title: Chief Executive Officer

PHONEBASE RESEARCH, INC.

By: 
Name: M. Van Letterdink
Title: Chief Executive Officer

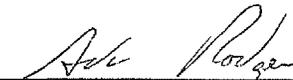
[SIGNATURE PAGE TO POWER OF ATTORNEY TO COPYRIGHT,
TRADEMARK AND PATENT SECURITY AGREEMENT]

TRADEMARK
REEL: 003969 FRAME: 0710

MARKETING RESEARCH SERVICES,
INC.

By: 
Name: M. Van Letteveld
Title: Chief Executive Officer

CARBONVIEW RESEARCH, INC.

By: 
Name: Adam Rodgers
Title: President

ACTIVEGROUP VENTURES, INC.

By: 
Name: M. Van Letteveld
Title: Chairman

[SIGNATURE PAGE TO POWER OF ATTORNEY TO
COPYRIGHT, TRADEMARK AND PATENT SECURITY AGREEMENT]

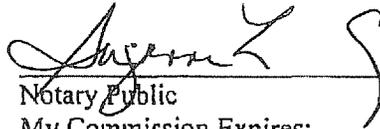
S-2

TRADEMARK
REEL: 003969 FRAME: 0711

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *FLORIDA* : SS
COUNTY OF *PAIK BEACH*

On this 31 of March, 2009, before me personally appeared M. Van Lettendick, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of MVL GROUP, INC., a corporation under the laws of the State of Delaware, QUICKTEST, INC., a corporation under the laws of the State of Delaware, TARGET RESEARCH GROUP, INC., a corporation under the laws of the State of Delaware, DISCOVERY RESEARCH GROUP OF UTAH, INC., a corporation under the laws of the State of Utah, PHONEBASE RESEARCH, INC., a corporation under the laws of the State of Delaware, MARKETING RESEARCH SERVICES, INC., a corporation under the laws of the State of Ohio, and ACTIVEGROUP VENTURES, INC., a corporation organized under the laws of the State of Delaware, that s/he signed the Power of Attorney thereto pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:

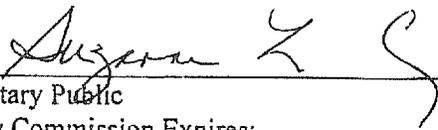


[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO
COPYRIGHT, TRADEMARK AND PATENT SECURITY AGREEMENT]

TRADEMARK
REEL: 003969 FRAME: 0712

UNITED STATES OF AMERICA :
STATE OF *Florida* : SS
COUNTY OF *Palm Beach*

On this 31 of March, 2009, before me personally appeared *Adams Rodgers*, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of CARBONVIEW RESEARCH, INC., a corporation under the laws of the State of Delaware, that s/he signed the Power of Attorney thereto pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:



[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO
COPYRIGHT, TRADEMARK AND PATENT SECURITY AGREEMENT]