

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		GRANT OF SECURITY INTEREST - TRADEMARKS	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORC International, Inc.		10/19/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	0982082	FIND	
Registration Number:	1204459	FIND	
Registration Number:	1482674	GUIDELINE	
Registration Number:	1768854	JUST WHAT YOU NEED TO KNOW	
Registration Number:	1776731	FIND	
Registration Number:	2931076	EXECUTIVE LIFELINE	
Registration Number:	2996918	ASK THE BUSINESS SPECIALIST	
Registration Number:	1158530	CARAVAN SURVEYS	
Registration Number:	1470224	CARAVAN	
Registration Number:	2002715	ORC INTERNATIONAL	
Registration Number:	2105536	CORPERCEPTIONS	
Registration Number:	2659146	INSIGHT BEYOND MEASURE	
Registration Number:	3056663	RETURN ON SPORTS INVESTMENT	
Registration Number:	1147327	ORC	

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Registration Number:	3467510	OUCH POINT
Registration Number:	3728348	ORC
Registration Number:	3862579	OPINION RESEARCH CORPORATION
Registration Number:	1642386	TELTECH
Registration Number:	2696289	INTOTA

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Phone: 212-756-2552

Email: marisa.davidson@srz.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1272
NAME OF SUBMITTER:	Marisa Davidson (014951-1272)
Signature:	/kc for md/
Date:	10/25/2011

Total Attachments: 4

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October, 19 2011, by ORC International, Inc. ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 19, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

ORC INTERNATIONAL, INC.

By: 

Name: Marc C. Litvinoff

Title: Chief Executive Officer

Trademark Security Agreement

TRADEMARK
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SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<u>Mark</u>	<u>Owner</u>	<u>App. No.</u> <u>Filing Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Status</u>
FIND	ORC International, Inc.	72/411912 1/6/1972	982082 4/9/1974	Registered
FIND	ORC International, Inc.	73/267452 6/23/1980	1204459 8/10/1982	Registered
GUIDELINE	ORC International, Inc.	73/677429 8/10/1987	1482674 3/29/1988	Registered
JUST WHAT YOU NEED TO KNOW	ORC International, Inc.	74/314011 9/15/1992	1768854 5/4/1993	Registered
FIND	ORC International, Inc.	74/319087 9/29/1992	1776731 6/15/1993	Registered
EXECUTIVE LIFELINE	ORC International, Inc.	76/157960 11/1/2000	2931076 3/8/2005	Registered
ASK THE BUSINESS SPECIALIST & Design	ORC International, Inc.	78/208753 1/30/2003	2996918 9/20/2005	Registered
CARAVAN SURVEYS	ORC International, Inc.	73/212506 4/23/1979	1158530 6/23/1981	Registered
CARAVAN	ORC International, Inc.	73/659918 5/11/1987	1470224 12/22/1987	Registered
ORC INTERNATIONAL	ORC International, Inc.	74/707637 7/28/1995	2002715 9/24/1996	Registered
CORPERCEPTIONS	ORC International, Inc.	75/200602 11/19/1996	2105536 10/14/1997	Registered
INSIGHT BEYOND MEASURE	ORC International, Inc.	76/362542 1/24/2002	2659146 12/10/2002	Registered
RETURN ON SPORTS INVESTMENT	ORC International, Inc.	78/463173 8/6/2004	3056663 1/31/2006	Registered
ORC	ORC International, Inc.	73/212843 4/23/1979	1147327 2/17/1981	Registered
OUCH POINT	ORC International, Inc.	77/340330 11/29/2007	3467510 7/15/2008	Registered
ORC (AND DESIGN)	ORC International, Inc.	77/753150 6/5/2009	3728348 12/22/2009	Registered
OPINION RESEARCH CORPORATION	ORC International, Inc.	77/753204 6/5/2009	3862579 10/19/2010	Registered
TELTECH	ORC International, Inc.	74/050657 4/19/1990	1642386 4/23/1991	Registered
INTOTA	ORC International, Inc.	76/100792 8/1/2000	2696289 3/11/2003	Registered