

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Mortgages		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		06/28/2012	National Association: United States: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	78529881	COMPASSVISION	
Serial Number:	75849730	ACTIVEGROUP	
Serial Number:	78879386	CONSELECT ONLINE CONCEPT TESTING SOLUTION	
Serial Number:	76439863	MRSI MARKETING REASERCH SERVICES, INC.	
Serial Number:	76439865	IRESEARCH	
Serial Number:	76558538	PRISM ELEMENTS OF A WINNING PRODUCT UNIQUE INSIGHT POWERFUL CONCEPT OPTIMUM PRODUCT SUSTAINED GROWTH	
Serial Number:	78497855	ENFOQUE	
Serial Number:	77546773	MREXPRESS	
Serial Number:	77144518	CENSUS BALANCER	
Serial Number:	77129236	CONCEPT HIGHLIGHTER	
Serial Number:	77129194	PROSELECT	
Serial Number:	77068068	CONSCAN ONLINE CONCEPT SCREENING SOLUTION	

CORRESPONDENCE DATA

Fax Number: 2027393001

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

Phone: 202-739-5652

Email: chowell@morganlewis.com

Correspondent Name: Catherine R. Howell, Senior Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W.

Address Line 2: Morgan, Lewis & Bockius LLP

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:

003279-01-0020

NAME OF SUBMITTER:

Catherine R. Howell, Senior Paralegal

Signature:

/Catherine R. Howell/

Date:

07/23/2012

Total Attachments: 7

source=pnc transfer agreement#page1.tif

source=pnc transfer agreement#page2.tif

source=pnc transfer agreement#page3.tif

source=pnc transfer agreement#page4.tif

source=pnc transfer agreement#page5.tif

source=pnc transfer agreement#page6.tif

source=pnc transfer agreement#page7.tif

EXECUTION VERSION

ASSIGNMENT OF COPYRIGHT AND TRADEMARK MORTGAGES

This ASSIGNMENT OF COPYRIGHT AND TRADEMARK MORTGAGES is given as of this June 28, 2012 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, this "Assignment of IP Mortgages") by PNC Bank, National Association, a national banking association ("Assignor"), as Existing Agent (as defined below), in favor of Ares Capital Corporation, a Maryland corporation ("Assignee").

WHEREAS, Assignor is a party to that certain Revolving Credit and Security Agreement, dated as of April 8, 2009 (as such agreement may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), by and among MVL Group, Inc., a Delaware corporation, Quick Test, Inc., a Delaware corporation, Target Research Group, Inc., a Delaware corporation, Discovery Research Group of Utah, Inc., a Utah corporation, Marketing Research Services, Inc., an Ohio corporation, CarbonView Research, Inc., a Delaware corporation, and ActiveGroup Ventures, Inc., a Delaware corporation, as borrowers (the "Borrowers"), the financial institutions party thereto (the "Existing Lenders") and the Assignor, as agent for Existing Lenders (the "Existing Agent"). All capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Borrowers executed that certain Copyright, Trademark and Patent Security Agreement, dated as of April 8, 2009 (as such agreement may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "IP Security Agreement"), in favor of Assignor in its capacity as Existing Agent for the Existing Lenders, as recorded in the United States Copyright Office at volume 3576, document 835 on April 16, 2009, and as recorded in the United States Patent and Trademark Office at reel 003969, frame 0696 on April 13, 2009;

WHEREAS, pursuant to the Credit Agreement and the IP Security Agreement, the grantors identified therein granted to Assignor, for its benefit and the benefit of Existing Lenders, a continuing security interest in all of their right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (the "Assigned Collateral"):

(a) all (i) copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, (ii) all renewals of any of the foregoing, (iii) 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;

(b) each trademark listed on Schedule 1 annexed hereto (such trademarks, the "Trademarks"), 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

(c) all products and proceeds of the foregoing, including without limitation, any claim by grantors against third parties for past, present or future (i) infringement or dilution of any Copyright or Trademark, or (ii) injury to the goodwill associated with any Trademark;

WHEREAS, pursuant to that certain Agent Resignation and Appointment Agreement dated as of the date hereof (as such agreement may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Agent Resignation Agreement") by and among Assignor as Existing Agent, Assignee as new agent (in such capacity, the "New Agent") and a new lender, and Borrowers, (i) Assignor is resigning as Existing Agent under the Credit Agreement and (ii) Assignee is being appointed as New Agent under the Credit Agreement; and

WHEREAS, Assignor has agreed to assign and transfer all of Assignor's right, title and interest in the Assigned Collateral to Assignee pursuant to the Agent Resignation Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to the extent the Assignor is deemed to have any right, title or interest in the Assigned Collateral, Assignor hereby assigns and vests in Assignee full right, title, and interest in, to, and under the Assigned Collateral.

Except as expressly modified hereby, the Credit Agreement and the IP Security Agreement shall remain in full force and effect in accordance with the provisions thereof on the date hereof.

THIS ASSIGNMENT OF IP MORTGAGES SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND THE UNITED STATES OF AMERICA AS THE SAME WOULD BE APPLIED BY A FEDERAL DISTRICT COURT SITTING IN THE EASTERN DISTRICT OF PENNSYLVANIA APPLICABLE TO CONTRACTS NEGOTIATED, EXECUTED AND TO BE FULLY PERFORMED IN SAID STATE.

[Signature Page Follows]

TRADEMARK
REEL: 004827 FRAME: 0105

ACKNOWLEDGED AND AGREED:

ASSIGNEE:

Ares Capital Corporation

By: 

Name: Kipp DeVeur

Title: Partner

ACKNOWLEDGED AND AGREED:

BORROWERS:

MVL Group, Inc.

By: Edward W. Dean
Name: Edward W. Dean
Title: CFO

Quick Test, Inc.

By: Edward W. Dean
Name: Edward W. Dean
Title: CFO

Target Research Group, Inc.

By: Edward W. Dean
Name: Edward W. Dean
Title: CFO

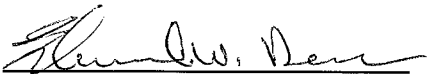
Discovery Research Group of Utah, Inc.

By: Edward W. Dean
Name: Edward W. Dean
Title: CFO


[Signatures continued on following page]

[Signatures continued from previous page]

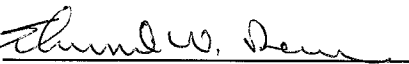
Marketing Research Services, Inc.

By: 
Name: Edward W. Deane
Title: CFO

CarbonView Research, Inc.

By: 
Name: Edward W. Deane
Title: CFO

ActiveGroup Ventures, Inc., a Delaware corporation

By: 
Name: Edward W. Deane
Title: CFO

Schedule 1

COPYRIGHTS

Copyright	Registration No.	Registration or Filing Date	Owner
Quick test field focus system (computer program)	TXu000819542		Quick Test, Inc.

TRADEMARKS

Mark	Registration No.	Registration or Filing Date	Owner
Compassvision	Reg. #: 3178094, Serial #: 78529881	Reg. Date: 11/28/2006	Discovery Research Group of Utah, Inc.
ActiveGroup	Reg. #: 2400030, Serial #: 75849730	Reg. Date: 10/31/2000	ActiveGroup Ventures, Inc.
ConSelect Online Concept Testing Solution	Reg. #: 3232995, Serial #: 78879386	Reg. Date: 4/24/2007	Marketing Research Services, Inc.
MRSI Marketing Research Services, Inc.	Reg. #: 2777552, Serial #: 76439863	Reg. Date: 10/28/2003	Marketing Research Services, Inc.
iResearch	Reg. #: 2736357, Serial #: 76439865	Reg. Date: 7/15/2003	Marketing Research Services, Inc.
PRISM Elements of a Winning Product Unique Insight powerful Concept Optimum Product Sustained Growth	Reg. #: 2935829, Serial #: 76558538	Reg. Date: 3/29/2005	Marketing Research Services, Inc.
ENFOQUE	Reg. #: 3298850, Serial #: 78497855	Reg. Date: 9/25/2007	Marketing Research Services, Inc.
mrExpress	Serial #: 77546773	Filing Date: 8/14/2008	Marketing Research Services, Inc.
Census Balancer	Reg. #: 3392660, Serial #: 77144518	Reg. Date: 3/4/2008	Marketing Research Services, Inc.
Concept Highlighter	Reg. #: 3343404, Serial #: 77129236	Reg. Date: 11/27/2007	Marketing Research Services, Inc.
ProSelect	Reg. #: 3343401, Serial #: 77129194	Reg. Date: 11/27/2007	Marketing Research Services, Inc.
ConScan Online Concept Screening Solution	Reg. #: 3305753, Serial #: 77068068	Reg. Date: 10/9/2007	Marketing Research Services, Inc.