

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
Survey Sampling International, LLC		12/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
Quicktake LLC		12/12/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	American Capital, Ltd., as Administrative Agent
Street Address:	Bethesda Metro Center, 14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3720535	WORLDOPINION
Registration Number:	1737015	S
Registration Number:	2810905	SURVEYSPOT
Registration Number:	4226477	RESEARCHVOICE
Registration Number:	4407729	SSI SCIENCE.PEOPLE.INNOVENTION
Registration Number:	4407728	SCIENCE.PEOPLE.INNOVENTION
Registration Number:	2713382	LIGHTSPRING
Registration Number:	3999061	OPINIOLOGY
Registration Number:	4048725	REAL CUSTOMERS
Registration Number:	4242692	THE SCIENCE OF SAMPLING
Serial Number:	85792000	QUICKTHOUGHTS
Serial Number:	85878477	

CH \$365.00 3720535

Registration Number:	4206708	QUICKTAKE
Registration Number:	4206707	QUICKTAKE

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-625
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	12/12/2013

Total Attachments: 6
source=Trademark_Security_Agreement#page1.tif
source=Trademark_Security_Agreement#page2.tif
source=Trademark_Security_Agreement#page3.tif
source=Trademark_Security_Agreement#page4.tif
source=Trademark_Security_Agreement#page5.tif
source=Trademark_Security_Agreement#page6.tif

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to or in connection with this Agreement, the terms of any other Loan Document and the exercise of any right or remedy by the Administrative Agent thereunder are subject to the provisions of the Intercreditor Agreement dated as of December 12, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among General Electric Capital Corporation, as the First Lien Agent, and American Capital, Ltd., as Administrative Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any other Loan Document, the terms of the Intercreditor Agreement shall control.

Trademark Security Agreement

Trademark Security Agreement, dated as of December 12, 2013, by Survey Sampling International, LLC and Quicktack LLC (individually, a "Grantor", and, collectively, the "Grantors"), in favor of AMERICAN CAPITAL, LTD., in its capacity as Administrative Agent pursuant to the Second Lien Term Loan Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

Whereas, the Grantors are party to a Guaranty and Security Agreement dated as of December 12, 2013 (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Second Lien Term Loan Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks (other than Excluded Property); and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature page follows]

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


Very truly yours,

SURVEY SAMPLING INTERNATIONAL, LLC

By: 
Name: Rick Essex
Title: Chief Financial Officer

QUICKTAKE LLC

By: Survey Sampling International, LLC, its sole member


Name: Rick Essex
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

AMERICAN CAPITAL, LTD.,
as Administrative Agent

By: _____
Name:
Title:

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

Very truly yours,

Survey Sampling International, LLC

By: _____

Name: Rick Essex
Title: Chief Financial Officer


Quicktake LLC

By: Survey Sampling International, LLC, its sole member

Name: Rick Essex
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

AMERICAN CAPITAL, LTD.,
as Administrative Agent

By: 

Name: Ryan S. Brauns
Title: Managing Director & Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

1. SURVEY SAMPLING INTERNATIONAL, LLC

Trademark Registrations:

REGISTERED TRADEMARKS - ®	REGISTRATION NO.	REGISTERED DATE	COMPANY NAME
Worldopinion	3720535	12/8/2009	Survey Sampling International, LLC
S (design)	1737015	12/1/1992	Survey Sampling International, LLC
SurveySpot	2810905	2/3/2004	Survey Sampling International, LLC
RESEARCHVOICE	4226477	10/16/2012	Survey Sampling International, LLC
SSI SCIENCE. PEOPLE. INNOVENTION.	4407729	9/24/2013	Survey Sampling International, LLC
SCIENCE. PEOPLE. INNOVENTION.	4407728	9/24/2013	Survey Sampling International, LLC
Lightspring	2713382	5/6/2003	Survey Sampling International, LLC
Opinionology	3999061	7/19/2011	Survey Sampling International, LLC
real customers	4048725	11/1/2011	Survey Sampling International, LLC
THE SCIENCE OF SAMPLING	4242692	11/13/2013	Survey Sampling International, LLC

Trademark Applications:

TRADEMARK	APPLICATION SERIAL NUMBER	COMPANY NAME
QUICKTHOUGHTS	85792000	Survey Sampling International, LLC
QUICKTHOUGHTS Graphic for Mobile App	85/878477	Survey Sampling International, LLC

2. QUICKTAKE LLC

Trademark Registrations:

REGISTERED TRADEMARKS - ®	REGISTRATION NO.	REGISTERED DATE	COMPANY NAME
QUICKTAKE	4206708	9/11/2012	Quicktake LLC
QUICKTAKE (logo)	4206707	9/11/2012	Quicktake LLC