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SHEET

U.S. DEPARTMENT OF  
Patent and Trademark

OMB No. 0651-0011 (exp. 4/9)



101078703

Tab settings

To the Honorable Commissioner of Patents and Trademarks, Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Opinion Research Corporation

- Individual(s)
- General Partnership
- Corporation-State DE
- Association
- Limited Partnership

Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

May 26, 1999

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: \_\_\_\_\_

Street Address : 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation State Ill
- Other \_\_\_\_\_

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

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration

~~(2,105,536)~~ ~~(2,107,250)~~ ~~(2,194,641)~~ ~~(2,099,351)~~  
~~(2,002,715)~~ ~~(1,470,224)~~ ~~(1,147,327)~~ ~~(1,158,530)~~

Additional numbers attached?  Yes  No

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

Name: Federal Research Corp.

Internal Address: \_\_\_\_\_

Street Address: 400 Seventh St NW  
Suite 101

City: Washington Stat DC ZIP 20004

6. Total number of applications and registrations

**8**

7. Total fee (37 CFR 3.41) ..... \$ 215.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

06/25/1999 DNGUYEN 00000125 2105536

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 DP  
175.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nancy A. Butler  
Name of Person

Nancy Butler  
Signature

6/15/99  
Date

Total number of pages including cover sheet, attachments

**6**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

## TRADEMARK SECURITY AGREEMENT

**WHEREAS**, OPINION RESEARCH CORPORATION, a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

**WHEREAS**, Grantor has entered into a Credit Agreement dated as of May 26, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with ORC, Inc., a Delaware corporation ("ORC"), Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Grantor and ORC by Agent and the Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of May 26, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, ORC and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

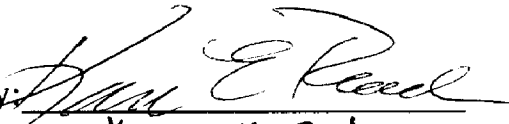
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby 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.

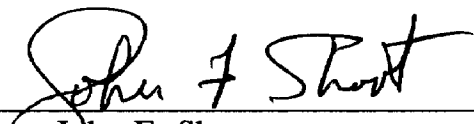
**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 26th day of May, 1999.

Acknowledged:

**HELLER FINANCIAL, INC.,**  
as Agent

**OPINION RESEARCH CORPORATION**

By:   
Name: Karen E. Rode  
Title:                      Vice President

By:   
Name: John F. Short  
Title: President

ACKNOWLEDGMENT

STATE OF Pennsylvania  
COUNTY OF Philadelphia ) ss.

On the 25<sup>th</sup> day of May, 1999 before me personally appeared John F. Short, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of Opinion Research Corporation, who being by me duly sworn, did depose and say that he is President of Opinion Research Corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

N. James Peljae  
Notary Public

{Seal}

My commission expires  
**NOTARIAL SEAL**  
N. JAMES PELJAE, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires April 23, 2001

ACKNOWLEDGMENT

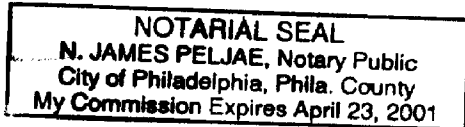
STATE OF Pennsylvania  
COUNTY OF Philadelphia ) ss.

On the 25<sup>th</sup> day of May, 1999 before me personally appeared Karen E. Rode, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as \_\_\_\_\_ Vice President of Heller Financial, Inc., who being by me duly sworn, did depose and say that she is \_\_\_\_\_ Vice President of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

N. James Peljae  
Notary Public

{Seal}

My commission expires:



**SCHEDULE 1**  
**to Trademark Security Agreement**

OPINION RESEARCH CORPORATION AND ORC, INC.

**TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
CORPerceptions	2,105,536	October 14, 1997
Loyalty Express	2,107,250	October 21, 1997
Nettrack	2,194,641	October 13, 1998
Image Express	2,099,351	September 23, 1997
ORC International	2,002,715	September 24, 1996
CARAVAN	1,470,224	December 22, 1987
ORC	1,147,327	February 17, 1981
CARAVAN SURVEYS	1,158,530	June 23, 1981

**TRADEMARK APPLICATIONS**

An application for the previously expired trademark "TeleScience" is currently being prepared.

**TRADEMARK LICENSES**

See Schedule 5.6 to the Credit Agreement. No lien is granted with respect to any license for which a consent or waiver would be required in connection with a transfer of either corporation's rights.