

1. Name of conveying party(ies):  
**Macro International, Inc.**

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

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

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

3. Nature of conveyance:

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

Execution Date: May 26, 1999

4. Application number(s) or trademark

A. Trademark Application No.(s)  
 Please see attached Schedule I for trademark application nos.

B. Trademark Registration  
 Please see attached Schedule I for trademark registrations.

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: Washytn Stat. DC ZIP 20004

6. Total number of applications and registrations **14**

7. Total fee (37 CFR 3.41) ..... \$ 365.00

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** 00000124 1226845 DO NOT USE THIS SPACE

01 PC:481 40.00 OP  
 02 FS:482 325.00 OP

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                              Nancy Butler                              6/15/99  
 Name of Person                              Signature                              Date

Total number of pages including cover sheet, attachments **9**

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

MACRO INTERNATIONAL INC.

**TRADEMARK REGISTRATION**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
NATIONAL CENSUS SURVEYS	1,226,845	February 8, 1983
MACRO INTERNATIONAL (and Design)	2,018,683	November 26, 1996
PASS-ALONG	2,025,408	December 24, 1996
MULTI-TRACK	2,028,638	January 7, 1997
IMPORTANCE +	2,028,639	January 7, 1997
SEMIOTIC SENSOR	2,029,988	January 14, 1997
OPTI-TEST	2,029,989	January 14, 1997
SEL TEST	2,031,942	January 21, 1997
CL +	2,119,176	December 9, 1997
CUSTOMER LOYALTY PLUS	2,121,094	December 16, 1997
RAD TRACK	2,171,158	July 7, 1998
SOUND SIGNATURE	2,171,159	July 7, 1998

**TRADEMARK APPLICATIONS**

Macro has applied to the U.S. Patent and Trademark Office (the "PTO") for registration for the following trademarks:

- (1) HEALTHSTAT

Serial No.: 75/502386

Filed: 06/15/98

Basis: Use

(Macro received a response from the PTO dated February 1, 1999 indicating that the examining attorney has refused to register this mark due to alleged confusion with the marks in U.S. Registration Nos. 1997977 and 2182959.)

(2) **MACRO INTERNATIONAL, INC. (text only)**

Serial No.: 75/542368

Files: 08/25/98

Basis: Use

(On April 12, 1999, the PTO acknowledged an Examiner's amendment disclaiming the exclusive right to use INTERNATIONAL INC. apart from the mark.)

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 the corporation's rights.

## TRADEMARK SECURITY AGREEMENT

**WHEREAS**, Macro International, Inc., 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**, Opinion Research Corporation, a Delaware corporation ("Parent") 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 Parent and ORC by Agent and the Lenders; and

**WHEREAS**, Grantor is a wholly owned subsidiary of Parent and has guaranteed the payment and performance of Parent's Obligations pursuant to that certain Guaranty dated May 26, 1999 (the "Guaranty"); 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"), among Grantor, certain other debtors 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 Guaranty and other Loan Documents to which it is a party;

**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.

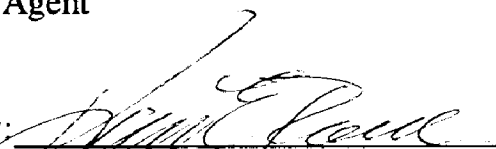
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby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

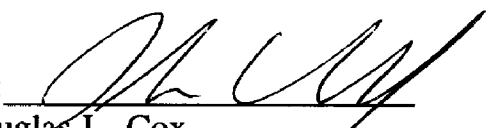
**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 26<sup>th</sup> day of May, 1999.

Acknowledged:

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

**MACRO INTERNATIONAL INC.**

By:   
Name: Karen Rode  
Title: Vice President

By:   
Douglas L. Cox  
Title: Vice President and Assistant Secretary





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DSB:635266.3

RECORDED: 06/24/1999

TRADEMARK  
REEL: 001919 FRAME: 0673