

09-27-2000



101473226

FORM COVER SHEET  
MARKS ONLY

U.S. DEPARTMENT OF  
Patent and Trademark

9.13.00

T: b settings 000

To the Honorable

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
ORC Consumer, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: August 31, 2000

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: \_\_\_\_\_  
Street Address : 500 West Monroe  
City: Chicago State: IL Zip: 60661

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation State DE
- 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)  
-NONE-

B. Trademark Registration  
2040412

Additional numbers attached? 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 1

7. Total fee (37 CFR 3.41)..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit

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

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

DO NOT USE THIS SPACE

09/26/2000 MTHALL 00000408 2040412

01 **SC** Statement and signature. 40.00  
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.

Rebecca L. Foley  
Name of Person

Rebecca L. Foley  
Signature

9/07/00  
Date

8

Total number of pages including cover sheet, attachments, and

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**, ORC Consumer, 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 Joinder to Subsidiary Guaranty dated of even date herewith (the "Guaranty"); and

**WHEREAS**, pursuant to the terms of a Joinder to Subsidiary Security Agreement dated of even date herewith (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.

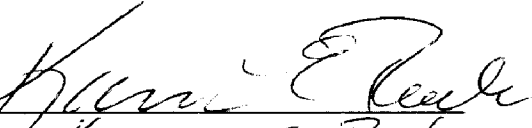
[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31<sup>st</sup> day of August, 2000.

Acknowledged:

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

**ORC CONSUMER, INC.**

By:   
Name: Karen E Rode  
Title:                      Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31<sup>st</sup> day of August, 2000.

Acknowledged:

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

**ORC CONSUMER, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Vice President

By: K.P. Croke  
Name: KEVIN P. CROKE  
Title: SECRETARY

ACKNOWLEDGMENT

STATE OF NJ )  
 ) SS.  
COUNTY OF Middlesex

On the 31<sup>st</sup> day of August, 2000 before me personally appeared Kevin P. Croke, 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 Secretary of ORC Consumer, Inc., who being by me duly sworn, did depose and say that he is Secretary of ORC Consumer, 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.

Patricia Karl  
Notary Public

{Seal}

My commission expires:

Patricia Karl  
Notary Public of New Jersey  
My Commission Expires  
May 8, 2001

ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

On the 29<sup>th</sup> day of August, 2000 before me personally appeared Karen Kade, 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/he 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.



Elizabeth E. Motts  
Notary Public

{Seal}

My commission expires:

March 6, 2002

Schedule 1  
to Trademark  
Security Agreement

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
C/J'S COMM TRAC	2040412	2/25/97

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
		None.