

5/30/02

06-12-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): InterServ Services Corporation

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

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

2. Name and address of receiving party(ies) Name: Taylor Nelson Sofres Operations, Inc.

Internal Address:

Street Address: 410 Horsham Road

City: Horsham State: PA Zip: 19044

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative 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: 4-12-02

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76359444

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Andrew B. Katz

Internal Address: Cozen O'Connor

Street Address: 1667 K Street, NW #500

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved: 1

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501-275

DO NOT USE THIS SPACE

9. Signature.

Andrew B. Katz

Signature (handwritten)

5-30-02 Date

Name of Person Signing 00000168 501275 76359444

Total number of pages including cover sheet, attachments, and document: 6

06/11/2002

DBYRNE

40.00 CH

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

TRADEMARK REEL: 002523 FRAME: 0490

TRADEMARK ASSIGNMENT

This ASSIGNMENT is dated ^{As of} April 12, 2002 from InterServ Services Corporation, a Delaware corporation ("Assignor"), to and with Taylor Nelson Sofres Operations, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated April 3, 2002 among Assignor, IQI, Inc., a New York corporation, Aegis Communications Group, Inc., a Delaware corporation, and Assignee (the "Agreement"), providing for the sale of substantially all of the assets of Assignor's Elrick & Lavidge division to Assignee, in the manner and to the extent set forth in the Agreement; and

WHEREAS, this Trademark Assignment agreement is being executed and delivered to effect the transfer to Assignee of certain Trademarks (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound:

- Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, to have and to hold the same for use and enjoyment of Assignee and its successors and assigns, the entire right, title and interest in and to, or arising under, those certain registered and unregistered trademarks, service marks and trade names used in connection with the business of Assignor's Elrick & Lavidge division, together with any all translations, adaptations, derivations and combinations thereof, the goodwill associated with the foregoing and any registrations or applications in any jurisdiction to register the same (the "Trademarks"), including without limitation those Trademarks registered in the United States set forth in Schedule A and those unregistered Trademarks set forth on Schedule B, along with the right to recover for damages and profits for past and future infringements thereof, the Trademarks to be held and enjoyed by Assignee for its own use and behalf and for the use and behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- Further Assurances. Assignor, for itself and its successors and assigns hereby agrees with Assignee, its successors and assigns, that Assignor will do, execute and deliver or will cause to be done, executed and delivered all such further acts, transfers, assignments, conveyances, powers of attorney and assurances, and will take all such further action, in order to better assure, convey and confirm unto Assignee, its successors and assigns, all and singular the Trademarks hereby sold, conveyed, assigned and delivered as Assignee, its successors and assigns, shall reasonably request.
- Asset Purchase Agreement. The execution and delivery of this Assignment shall not be (or be deemed) a waiver or discharge of, and is subject to, any representation, warranty, covenant, or agreement of Assignor or Assignee in or under the Agreement, and such execution

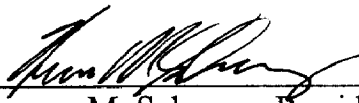
and delivery shall not be deemed a modification of any provision of the Agreement in any respect.

4. Headings. Section headings contained in this Assignment are solely for the convenience of reference and shall not affect the meaning or interpretation of this Assignment or of any term or provision hereof.

5. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first written above.

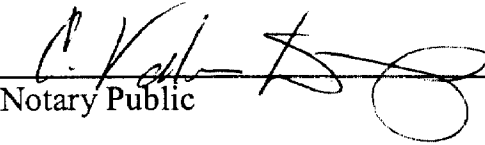
INTERSERV SERVICES CORPORATION

By: 
Herman M. Schwarz, President

STATE OF _____)
Notary Public, Putnam County, Georgia)
My Commission Expires October 24, 2003)
COUNTY OF _____)

SS.:

On this 8 day of April, 2002, before me personally appeared Herman M. Schwarz, to be known to be the person who executed the foregoing Trademark Assignment, who being by me duly sworn, deposes and says that he is President of InterServ Services Corporation, a Delaware corporation, which executed the foregoing Trademark Assignment as Assignor; and that he signed his name thereto pursuant to authority granted in him by the Board of Directors of such company.



Notary Public

SCHEDULE A

REGISTERED TRADEMARKS

<u>Registered Service Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Filing Date</u>
Shopperdecision\$	76359444	Pending	January 16, 2002

SCHEDULE B

UNREGISTERED TRADEMARKS

Service Marks

Re-Tailing
Cobrand Dynamics

Trade Names

Elrick and Lavidge
Elrick & Lavidge
Elrick and Lavidge, Inc.
Elrick & Lavidge, Inc.
E&L
Elrick & Lavidge Marketing Research
Elrick and Lavidge Marketing Research