

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Logan Circle Partners, L.P.		10/31/2007	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	399 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77120986	LCP INVESTMENTS	
Serial Number:	77121040	LCPIM	
Serial Number:	77081786	LOGAN CIRCLE PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	32205		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$90.00 77120986

900091222

TRADEMARK  
REEL: 003655 FRAME: 0702

Signature:

/pja/

Date:

11/06/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of October 31, 2007 (this "Agreement"), among Logan Circle Partners, L.P. ("Logan"), the Subsidiaries of Logan party hereto (the "Subsidiary Parties", and collectively with Logan, the "Loan Parties") and Citibank, N.A. ("Citi"), as Collateral Agent.

Reference is made to (a) the Three-Year Term Loan Agreement dated as of October 31, 2007 (as amended, supplemented, restated, extended or otherwise modified from time to time, the "Credit Agreement"), among Logan, as the Borrower (in such capacity, the "Borrower"), the Lenders from time to time party thereto and Citi, as Administrative Agent and Collateral Agent (in such capacity, the "Collateral Agent"), and (b) the Guarantee and Collateral Agreement dated as of October 31, 2007 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Logan, the Subsidiaries of Logan party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are Subsidiaries of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Borrower and each Subsidiary Loan Party, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Borrower or such Subsidiary Loan Party or in which the Borrower or such Subsidiary Loan Party now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United

States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”); and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Borrower and each Subsidiary Loan Party hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[The remainder of this page is blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this  
Trademark Security Agreement as of the day and year first above written.

LOGAN CIRCLE PARTNERS, L.P.,

by



Louis J. Petriello:  
Chief Financial Officer & General  
Counsel

CITIBANK, N.A., as Collateral Agent,

by

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

IN WITNESS WHEREOF, the parties hereto have duly executed this  
Trademark Security Agreement as of the day and year first above written.

LOGAN CIRCLE PARTNERS, L.P.,

by

\_\_\_\_\_  
Name:

Title:

CITIBANK, N.A., as Collateral Agent,

by



\_\_\_\_\_  
Name:

MATTHEW NICHOLLS

Title:

Managing Director

SCHEDULE I

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Application/ Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Expiration Date</u>
<u>LOGAN CIRCLE PARTNERS</u>	<u>Australia</u>	<u>1176494</u>	<u>16-May-2007</u>	<u>17-Sep-2007</u>	<u>16-May-2017</u>
<u>LOGAN CIRCLE PARTNERS</u>	<u>Japan</u>	<u>200761768</u>	<u>18-Jun-2007</u>	<u>21-Sep-2007</u>	<u>21-Sep-2017</u>

Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Application/ Registration Number</u>	<u>Application Date</u>
<u>LCP INVESTMENTS</u>	<u>US</u>	<u>77120986</u>	<u>02-Mar-2007</u>
<u>LCPIM</u>	<u>US</u>	<u>77/121040</u>	<u>02-Mar-2007</u>
<u>LOGAN CIRCLE PARTNERS</u>	<u>Canada</u>	<u>1347539</u>	<u>15-May-2007</u>
<u>LOGAN CIRCLE PARTNERS</u>	<u>European Union</u>	<u>5921044</u>	<u>21-May-2007</u>
<u>LOGAN CIRCLE PARTNERS</u>	<u>US</u>	<u>77081786</u>	<u>12-Jan-2007</u>