

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Amendment No. One to Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Information Resources, Inc.		12/18/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	76586318	SHOPPERS' HOTLINE
Serial Number:	76586317	SHOPPERS' HOTLINE
Serial Number:	76586315	FAMILYSCAN
Serial Number:	76586316	QSCAN

CORRESPONDENCE DATA	
Fax Number:	(213)996-3339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	213-683-6339
Email:	claudiaimmerzeel@paulhastings.com
Correspondent Name:	Paul Hastings Janofsky & Walker LLP
Address Line 1:	515 S. Flower Street, 25th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45035.00112
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NAME OF SUBMITTER:	Claudia Immerzeel
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Total Attachments: 5

OP \$115.00 76586318

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**AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of December 9, 2004 (this "Amendment"), is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of December 18, 2003 (the "Trademark Security Agreement"), by and among **IRI HOLDINGS, INC.** (formerly known as Gingko Corporation), a Delaware corporation ("Parent"), **INFORMATION RESOURCES, INC.**, a Delaware corporation ("IRI") and each of IRI's subsidiaries identified on the signature pages hereof (together with Parent and IRI, collectively the "Debtors" and, each, a "Debtor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation, as the arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Debtors and Agent are parties to that certain Trademark Security Agreement submitted for recordation with the United States Patent and Trademark Office on or about December 17, 2003; and

WHEREAS, the Debtors and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtors and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

2. Each Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Debtors' right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of such Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

IRI HOLDINGS, INC.,
a Delaware corporation, formerly known as
Gingko Corporation

By: [Signature]

Name: _____

Title: _____

INFORMATION RESOURCES, INC.,
a Delaware corporation

By: [Signature]

Name: _____

Title: _____

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE
TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

IRI HOLDINGS, INC.,
a Delaware corporation, formerly known as
Gingko Corporation

By: _____

Name: _____

Title: _____

INFORMATION RESOURCES, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: *Daniel Whitwer*

Name: DANIEL WHITWER

Title: VICE PRESIDENT

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE
TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1
TO AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Applications

Shoppers' Hotline (service mark)	United States	Application No.: 76/586318
Shoppers' Hotline (drawing)	United States	Application No.: 76/586317
FamilyScan	United States	Application No.: 76/586315
QScan	United States	Application No.: 76/586316
