

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Survey Sampling International, LLC		05/06/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, as Collateral Agent
Street Address:	300 Madison Avenue
City:	NEW YORK CITY
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2810905	SURVEYSPOT
Registration Number:	2672578	SURVEYSPOT.COM
Registration Number:	2049085	WORLDOPINION
Registration Number:	1737015	S
Registration Number:	1511363	SURVEY SAMPLING, INC.

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027216405
 Email: christine.wilson@t-t.com
 Correspondent Name: Thomson & Thomson
 Address Line 1: 1750 K Street, NW
 Address Line 2: Suite 200
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

CH \$140.00 2810905

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	05/25/2005
Total Attachments: 5 source=SURVEY SAMPLING - CANADA TM#page2.tif source=SURVEY SAMPLING - CANADA TM#page3.tif source=SURVEY SAMPLING - CANADA TM#page4.tif source=SURVEY SAMPLING - CANADA TM#page5.tif source=SURVEY SAMPLING - CANADA TM#page6.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of May 6, 2005, by SURVEY SAMPLING INTERNATIONAL, LLC ("Pledgor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a First Lien Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a first priority lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form

releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by New York law.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SURVEY SAMPLING INTERNATIONAL,
LLC

By: 

Name: Arthur M. Cardillo

Title: Chief Financial Officer,
Vice President Finance and
Administration, Secretary and
Treasurer

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,

By: _____

Name:

Title:

[TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]

TRADEMARK
REEL: 003091 FRAME: 0608

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

SURVEY SAMPLING INTERNATIONAL,
LLC

By: _____
Name:
Title:

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,

By: 
Name: *Brian E. O'Callahan*
Title: *Managing Director*

(First Lien Trademark Security Agreement Signature Page)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Survey Sampling International, LLC	2,810,905	SURVEYSPOT
Survey Sampling International, LLC	2,672,578	SURVEYSPOT.COM and Design
Survey Sampling International, LLC	2,049,085	WORLDOPINION
Survey Sampling International, LLC	1,737,015	S and Design
Survey Sampling International, LLC	1,511,363	SURVEY SAMPLING, INC.