

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Press, Ganey Associates, Inc.		03/12/2008	CORPORATION: INDIANA

**RECEIVING PARTY DATA**

Name:	LEHMAN COMMERCIAL PAPER INC.
Street Address:	745 SEVENTH AVENUE
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2230604	CLEARLY THE RIGHT DIRECTION
Registration Number:	3348003	COMPASS AWARD
Registration Number:	3356012	
Serial Number:	77130395	ECOMPASS
Registration Number:	3126797	EDUCORE
Registration Number:	2681835	FIRST PERSON
Registration Number:	2505910	INFOEDGE
Registration Number:	2570703	INFOTURN
Serial Number:	77162961	PARTNERS IN IMPROVEMENT
Registration Number:	1682891	PARTNERS IN QUALITY
Registration Number:	1795361	PARTNERS IN QUALITY
Registration Number:	2601944	PRECEPTOR
Registration Number:	2228347	PRESS GANEY
Registration Number:	2947350	SERVICE OPPORTUNITY SYSTEM

CH \$490.00 2230604

Registration Number:	3126796	SOLUTIONS STARTER
Serial Number:	77142349	SOLUTIONS STARTERS
Registration Number:	2907775	SOS
Registration Number:	3348013	SUCCESS STORY AWARD
Registration Number:	3348001	SUMMIT AWARD

**CORRESPONDENCE DATA**

Fax Number: (212)822-5074

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-530-5000

Email: dhaber@milbank.com

Correspondent Name: MILBANK, TWEED, HADLEY & MCCLOY LLP

Address Line 1: ONE CHASE MANHATTAN PLAZA

Address Line 2: John M. Griem Jr.

Address Line 4: New York, NEW YORK 10005-1413

ATTORNEY DOCKET NUMBER:	28490-30400
NAME OF SUBMITTER:	John M. Griem, Jr.
Signature:	/John M. Griem Jr./
Date:	03/24/2008

**Total Attachments: 10**

source=IP Security Agreement#page1.tif  
source=IP Security Agreement#page2.tif  
source=IP Security Agreement#page3.tif  
source=IP Security Agreement#page4.tif  
source=IP Security Agreement#page5.tif  
source=IP Security Agreement#page6.tif  
source=IP Security Agreement#page7.tif  
source=IP Security Agreement#page8.tif  
source=IP Security Agreement#page9.tif  
source=IP Security Agreement#page10.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of March 12, 2008, made by each of the Persons listed on the signature pages hereof (collectively, the "Grantors"), in favor of LEHMAN COMMERCIAL PAPER INC., as collateral agent for the Lenders (as defined below) (in such capacity, together with its successors in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement, dated as of March 12, 2008 (the "Guarantee and Collateral Agreement"), among PG Holdco, LLC, a Delaware limited liability company ("Holdings"), PG MergerSub, Inc., a Delaware corporation (the "Initial Borrower"), PGA Holdings, Inc., a Delaware corporation (the "Surviving Borrower"), Press, Ganey Associates, Inc., an Indiana corporation ("Press Ganey" and, together with Holdings, the Initial Borrower and the Surviving Borrower, the "Grantors"), and LEHMAN COMMERCIAL PAPER INC., as Collateral Agent.

WHEREAS, the rules of construction and other interpretive provisions specified in Section 1.2 of the Credit Agreement shall apply to this Agreement, including terms defined in the preamble and recitals hereto.

Accordingly, the Grantors and the Collateral Agent agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Lenders a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto and the United States Copyright registrations and applications set forth in Schedule B hereto (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are

incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH THE PARTIES HERETO AGREE APPLY HERETO).**


SECTION 7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 10.2 of the Credit Agreement.


SECTION 9. Expenses. Subject to Section 10.5 of the Credit Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have  
duly executed this IP Security Agreement as of the day and year first above written.


PG HOLDCO, LLC

By:   
Name: Andrew J. Cavanna  
Title: Treasurer and Chief  
Financial Officer

PGA HOLDINGS, INC.

By:   
Name: Andrew J. Cavanna  
Title: Vice President and  
Secretary


PG MERGERSUB, INC.

By:   
Name: Andrew J. Cavanna  
Title: Vice President and  
Secretary

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK  
REEL: 003745 FRAME: 0727

PRESS, GANEY ASSOCIATES, INC.

By:   
Name: Mark W. New  
Title: Treasurer and Chief  
Financial Officer



LEHMAN BROTHERS COMMERCIAL PAPER INC.,  
as Collateral Agent

By: 

Name: James B Patten  
Title: MD

SCHEDULE A TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

CLEARLY THE RIGHT DIRECTION	75/425,847	2,230,604	Press, Ganey Associates, Inc.
COMPASS AWARD	77/182,561	3,348,003	Press, Ganey Associates, Inc.
DESIGN for Achievement Awards	77/188,230	3,356,012	Press, Ganey Associates, Inc.
ECOMPASS	77/130,395		Press, Ganey Associates, Inc.
EDUCORE	78/704,968	3,126,797	Press, Ganey Associates, Inc.
FIRST PERSON	76/320,275	2,681,835	Press, Ganey Associates, Inc.
INFOEDGE	75/887,573	2,505,910	Press, Ganey Associates, Inc.
INFOTURN	75/887,586	2,570,703	Press, Ganey Associates, Inc.
PARTNERS IN IMPROVEMENT	77/162,961		Press, Ganey Associates, Inc.
PARTNERS IN QUALITY	74/090,695	1,682,891	Press, Ganey Associates, Inc.
PARTNERS IN QUALITY	74/090,668	1,795,361	Press, Ganey Associates, Inc.
PRECEPTOR	75/909,004	2,601,944	Press, Ganey Associates, Inc.
PRESS GANEY	75/425,846	2,228,347	Press, Ganey Associates, Inc.
SERVICE OPPORTUNITY SYSTEM	76/524,145	2,947,350	Press, Ganey Associates, Inc.
SOLUTIONS STARTER	78/704,967	3,126,796	Press, Ganey Associates, Inc.
SOLUTIONS STARTERS	77/142,349		Press, Ganey Associates, Inc.
SOS	76/524,150	2,907,775	Press, Ganey Associates, Inc.
SUCCESS STORY AWARD	77/187,874	3,348,013	Press, Ganey Associates, Inc.
SUMMIT AWARD	77/182,471	3,348,001	Press, Ganey Associates, Inc.

SCHEDULE B TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES COPYRIGHTS

Air medical transport services referring client survey	TX6073819	Press, Ganey Associates, Inc.
Air medical transport services receiving client survey	TX6073820	Press, Ganey Associates, Inc.
Ambulatory surgery survey	TX6073852	Press, Ganey Associates, Inc.
Ambulatory surgery survey	TX6125038	Press, Ganey Associates, Inc.
Assisted living resident survey	TX6073849	Press, Ganey Associates, Inc.
Assisted living family survey	TX6073850	Press, Ganey Associates, Inc.
Bank customer satisfaction survey	TX6073848	Press, Ganey Associates, Inc.
Billing process survey	TX6073844	Press, Ganey Associates, Inc.
Credit union member satisfaction survey	TX6073847	Press, Ganey Associates, Inc.
Dental patient satisfaction survey	TX5532885	Press, Ganey Associates, Inc.
Dental patient satisfaction survey	TX5532886	Press, Ganey Associates, Inc.
Dental patient satisfaction survey	TX5537123	Press, Ganey Associates, Inc.
Dental service survey	TX6073846	Press, Ganey Associates, Inc.
Emergency room survey	TX6073812	Press, Ganey Associates, Inc.
Emergency medical transportation satisfaction survey	TX6073843	Press, Ganey Associates, Inc.
Employee satisfaction survey	TX6073832	Press, Ganey Associates, Inc.
Employee perspective survey	TX6073833	Press, Ganey Associates, Inc.
Home health care survey	TX6073831	Press, Ganey Associates, Inc.
Home medical equipment survey	TX6073830	Press, Ganey Associates, Inc.
Hospice services survey	TX6073829	Press, Ganey Associates, Inc.
Inpatient survey with ICU section	TX6073822	Press, Ganey Associates, Inc.
Inpatient survey with ICU section	TX6541259	Press, Ganey Associates, Inc.
Inpatient obstetrical survey	TX6073823	Press, Ganey Associates, Inc.
Inpatient obstetrical survey	TX6541255	Press, Ganey Associates, Inc.
Inpatient survey with emergency department section	TX6073824	Press, Ganey Associates, Inc.
Inpatient survey with emergency department section	TX6541256	Press, Ganey Associates, Inc.
Inpatient survey	TX6073825	Press, Ganey Associates, Inc.
Inpatient survey	TX6541258	Press, Ganey Associates, Inc.
Inpatient behavioral health satisfaction survey	TX6073827	Press, Ganey Associates, Inc.
Inpatient pediatric survey	TX6073837	Press, Ganey Associates, Inc.
Inpatient rehabilitation survey	TX6073840	Press, Ganey Associates, Inc.
Inpatient rehabilitation survey	TX6541257	Press, Ganey Associates, Inc.
LTACH inpatient survey	TX6073821	Press, Ganey Associates, Inc.

Medical practices survey	TX5962553	Press, Ganey Associates, Inc.
Medical practice survey	TX5962567	Press, Ganey Associates, Inc.
Medical staff survey	TX6073826	Press, Ganey Associates, Inc.
Medical staff survey	TX6073838	Press, Ganey Associates, Inc.
Nursing home resident survey	TX6073817	Press, Ganey Associates, Inc.
Nursing home family survey	TX6073818	Press, Ganey Associates, Inc.
Orthodontic services survey	TX6073813	Press, Ganey Associates, Inc.
Outpatient rehabilitation survey	TX6073814	Press, Ganey Associates, Inc.
Outpatient mental health survey	TX6073815	Press, Ganey Associates, Inc.
Outpatient oncology survey	TX6073816	Press, Ganey Associates, Inc.
Outpatient services survey	TX6073851	Press, Ganey Associates, Inc.
Outpatient services survey	TX6073811	Press, Ganey Associates, Inc.
Patient survey	TX6073845	Press, Ganey Associates, Inc.
Pediatric emergency department survey	TX6073842	Press, Ganey Associates, Inc.
Physician satisfaction questionnaire	TX6073841	Press, Ganey Associates, Inc.
Referral source physician survey	TX6073834	Press, Ganey Associates, Inc.
Referral source nonphysician survey	TX6073835	Press, Ganey Associates, Inc.
Referral source dentist survey	TX6073836	Press, Ganey Associates, Inc.
Retirement/independent living survey	TX6073828	Press, Ganey Associates, Inc.
Urgent care survey	TX6073839	Press, Ganey Associates, Inc.
What patients love: Press Ganey's Guide to HCAHPS	TX6577750	Press Ganey Associates