

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IRI HOLDINGS, INC.		06/01/2011	CORPORATION: DELAWARE
BLACKCOMB ACQUISITION, INC.		06/01/2011	CORPORATION: DELAWARE
SYMPHONYIRI GROUP, INC. (F/K/A INFORMATION RESOURCES, INC.)		06/01/2011	CORPORATION: DELAWARE
564 RANDOLPH CO. #2		06/01/2011	CORPORATION: DELAWARE
SYMPHONYISG, INC.		06/01/2011	CORPORATION: DELAWARE
INFORMATION RESOURCES DHC, INC.		06/01/2011	CORPORATION: DELAWARE
IRI FRENCH HOLDINGS, INC.		06/01/2011	CORPORATION: DELAWARE
IRI GREEK HOLDINGS, INC.		06/01/2011	CORPORATION: DELAWARE
IRI ITALY HOLDINGS, INC.		06/01/2011	CORPORATION: DELAWARE
INFOSCAN ITALY HOLDINGS, INC.		06/01/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	1455 MARKET STREET, 5TH FLOOR
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1177573	BEHAVIORSCAN
Registration Number:	2626817	CPGNETWORK.COM
Registration Number:	2903089	FAMILYSCAN
Registration Number:	2951166	QSCAN

**900194020**

**TRADEMARK  
 REEL: 004557 FRAME: 0581**

**CH \$165.00 1177573**

Registration Number:	2947508	SHOPPERS' HOTLINE
Registration Number:	2963006	SHOPPERS' HOTLINE

**CORRESPONDENCE DATA**

Fax Number: (650)838-5109  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 650-838-3743  
Email: jlik@shearman.com  
Correspondent Name: Michael Jokic  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	37051/13
NAME OF SUBMITTER:	MICHAEL JOKIC
Signature:	/MICHAEL JOKIC/
Date:	06/09/2011

**Total Attachments: 8**  
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**TRADEMARK SECURITY AGREEMENT**, dated as of June 1, 2011 (this “Agreement”), among IRI GROUP HOLDINGS, INC., a Delaware corporation (“IRI Group Holdings”), BLACKCOMB ACQUISITION INC. (to be merged with and into IRI HOLDINGS, INC.), a Delaware corporation (“Merger Sub” and together with Surviving Corporation, the “Borrower”), IRI HOLDINGS, INC., a Delaware corporation (the “Surviving Corporation”), SymphonyIRI Group, Inc., a Delaware corporation (“SymphonyIRI”) and each Subsidiary of Borrower listed on Schedule I thereto (each such entity individually a “Guarantor” and collectively, the “Guarantors”; the Guarantors, Holdings and the Borrower are referred to collectively herein as the “Grantors”) and BANK OF AMERICA, N.A., as administrative agent (the “Administrative Agent”).

Reference is made to the Guarantee and Collateral Agreement dated as of June 1, 2011 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among Holdings, the Borrower, the Subsidiaries of the Borrower (as identified therein) and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of June 1, 2011 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Holdings, the Borrower, the Lenders party thereto and Bank of America, N.A., as Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates 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 Security Agreement. The rules of construction specified in Section 1.01(b) of the Security 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 Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, each Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor 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 (collectively, “Trademarks”);

(b) all Contractual Obligations providing for the grant of any right to or under any Trademarks, including those listed on Schedule I; and

(c) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern (and for the avoidance of doubt, Excluded Assets shall not be part of the Trademark Collateral).

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

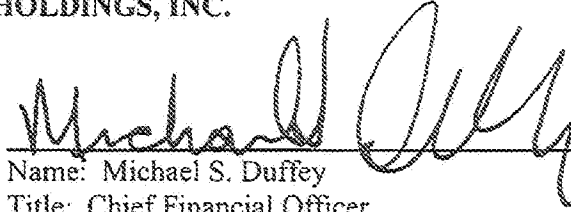
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]

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

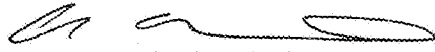
IRI HOLDINGS, INC.

By:

  
Name: Michael S. Duffey  
Title: Chief Financial Officer

BLACKCOMB ACQUISITION, INC.

By:

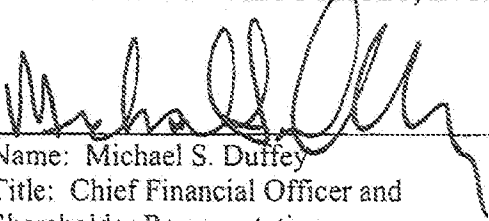


Name: Adam Weinstein

Title: Vice President and Secretary

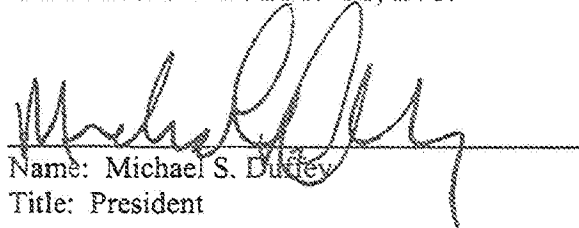
**SYMPHONYIRI GROUP, INC.  
(F/K/A INFORMATION RESOURCES, INC.)**

By:

  
Name: Michael S. Duffey  
Title: Chief Financial Officer and  
Shareholder Representative

564 RANDOLPH CO. #2  
SYMPHONYISG, INC.  
INFORMATION RESOURCES DHC, INC.  
IRI FRENCH HOLDINGS, INC.  
IRI GREEK HOLDINGS, INC.  
IRI ITALY HOLDINGS, INC.  
INFOSCAN ITALY HOLDINGS, INC.

By:



Name: Michael S. Duffey  
Title: President



BANK OF AMERICA, N.A.,  
as Administrative Agent

By: *Sanya Valeva*  
Name: Sanya Valeva  
Title: Vice President

**Schedule I**

**Trademarks & Trademark Applications**

<b>Trademark</b>	<b>Country</b>	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Registered Owner</b>
BehaviorScan®	United States	73263751	1177573	Information Resources, Inc.
CPGNetwork.com®	United States	76014294	2626817	Information Resources, Inc.
FamilyScan®	United States	76586315	2903089	Information Resources, Inc.
QScan®	United States	76586316	2951166	Information Resources, Inc.
Shoppers' Hotline®	United States	76586318	2947508	Information Resources, Inc.
Shoppers' Hotline®	United States	76586317	2963006	Information Resources, Inc.