

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
RiskMetrics Solutions, Inc.		03/31/2009	CORPORATION: DELAWARE
Center for Financial Research and Analysis, LLC		03/31/2009	CORPORATION: DELAWARE
Institutional Shareholder Services Inc.		03/31/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon Street
Internal Address:	Mailcode: NC1-001-15-02
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3356136	CREDITMANAGER
Registration Number:	3355111	PORTFOLIO PILOT
Registration Number:	2572271	RISKGRADE
Registration Number:	3430906	RISKGRADE
Registration Number:	2557466	RISKGRADES
Registration Number:	3430916	RISKGRADES
Serial Number:	77283559	RISKMANAGER
Registration Number:	3406741	
Registration Number:	3499053	THE CENTER FOR THE FINANCIAL COMMUNITY
Serial Number:	77099509	THE RISK COMPANY

CH \$315.00 3356136

Registration Number:	3584058	M&A EDGE
Registration Number:	3443111	CENTER FOR FINANCIAL RESEARCH & ANALYSIS

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	953716
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	04/15/2009

Total Attachments: 8
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First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of March 31, 2009 by RiskMetrics Solutions, Inc., Institutional Shareholder Services, Inc., and Center for Financial Research & Analysis, LLC (the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, each Pledgor is a party to a First Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which each Pledgor is required to execute and deliver this First Lien 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, each 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. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a 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 such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with the 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 First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each 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 First Lien Trademark Security Agreement

is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to each Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien 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 First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature Pages Follow]

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

Very truly yours,

RISKMETRICS SOLUTIONS, INC.

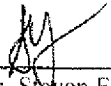
By: 

Name: Steven Friedman

Title: Secretary

Signature Page to Trademark Security Agreement

INSTITUTIONAL SHAREHOLDER SERVICES,
INC.

By: 
Name: Steven Friedman
Title: Secretary

Signature Page to Trademark Security Agreement

Accepted and Agreed:

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

By: 
Name: **Kathleen M. Carry**
Title: **Vice President**

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003970 FRAME: 0699

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Applications:

Innovest has a number of unregistered trademarks established through marketplace use.

OWNER	APPLICATION NUMBER OR REGISTRATION NUMBER	TRADEMARK
Riskmetrics Solutions, Inc.	3356136	CREDITMANAGER
Riskmetrics Solutions, Inc.	3355111	PORTFOLIO PILOT
Riskmetrics Solutions, Inc.	2572271; 3430906	RISKGRADE
Riskmetrics Solutions, Inc.	2557466; 3430916	RISKGRADES
Riskmetrics Solutions, Inc.	77/283559	RISKMANAGER
Riskmetrics Solutions, Inc.	3460741	RISKMETRICS Logo (Snowflake)
Riskmetrics Solutions, Inc.	3499053	THE CENTER FOR THE FINANCIAL COMMUNITY
Riskmetrics Solutions, Inc.	77/099509	THE RISK COMPANY
Institutional Shareholder Services, Inc.	3584058	M&A EDGE
Center for Financial Research & Analysis, LLC	3443111	CENTER FOR FINANCIAL RESEARCH & ANALYSIS