

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption Agreement assigning security interest of CIT Lending Services Corporation, as agent, to HV Capital, LLC et al.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Lending Services Corporation, as agent		12/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HV Capital, LLC		
Street Address:	7 West Square Lake Road		
Internal Address:	Suite 122		
City:	Bloomfield Hills		
State/Country:	MICHIGAN		
Postal Code:	48302		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2895000	THE YANKEE GROUP	
Registration Number:	2731729	THE YANKEE GROUP	
Registration Number:	1202963	THE YANKEE GROUP	
Registration Number:	2255414	TAF	
Registration Number:	2277560	TECHNOLOGICALLY ADVANCED FAMILY	
CORRESPONDENCE DATA			
Fax Number:	(734)930-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	734-761-3780		
Email:	asujek@bodmanllp.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman LLP		
Address Line 1:	201 South Division, Ste 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		

OP \$140.00 2895000

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	01/08/2010
Total Attachments: 7 source=General Assignment and Assumption Agreement#page1.tif source=General Assignment and Assumption Agreement#page2.tif source=General Assignment and Assumption Agreement#page3.tif source=General Assignment and Assumption Agreement#page4.tif source=General Assignment and Assumption Agreement#page5.tif source=General Assignment and Assumption Agreement#page6.tif source=General Assignment and Assumption Agreement#page7.tif	

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") dated as of December 31, 2009 is made by CIT Lending Services Corporation, as agent ("Assignor"), to HV Capital, LLC, Alta Communications IX, L.P., and Alta Communications IX-B, L.P. (collectively, "Assignee").

BACKGROUND:

A. Assignor has extended certain loans and other financial accommodations (the "Loans") to or for the benefit of Yankee Group Research, Inc. (the "Borrower").

B. In connection with the Loans, the Borrower and 360 Holdings Inc. (as successor to Decision Matrix, Inc.), as guarantor, have executed various agreements, instruments and other documents, including but not limited to the agreements, instruments and other documents set forth on the attached **Schedule I** (the "Loan Documents").

C. This Assignment is being executed and delivered in accordance with the terms and conditions of that certain Loan Purchase Agreement dated as of the date hereof by and among Assignor and Assignee (the "Loan Purchase Agreement") pursuant to which Assignor has agreed to assign to Assignee its right, title and interest in the Loan and the Loan Documents, and Assignee has agreed to accept such assignment and assume, all of Assignor's right, title, interest and obligations in, to and under the Loan and the Loan Documents. The Loan Purchase Agreement is expressly incorporated by reference herein. Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Loan Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Assignor hereby transfers, assigns, conveys and sets over unto Assignee, without recourse to Assignor and without representation or warranty, expressed or implied by Assignor, except as set forth in the Loan Purchase Agreement, all of Assignor's right, title and interest in, to and under the Loans and the Loan Documents, subject to the terms of this Assignment.

2. Representations and Warranties. Assignor represents and warrants to Assignee that (i) Assignor has made no other assignments of any of Assignor's right, title and interest in the Loans or the Loan Documents and (ii) all representations and warranties of Assignor in the Loan Purchase Agreement are true and correct.

3. Further Assurances. After the date hereof, Assignor shall from time to time execute, acknowledge and deliver all such assignments, transfers, consents, notices and other documents and shall take such other actions and do all other things, at Assignee's cost and expense, as Assignee may reasonably request in order to implement or effectuate the provisions of this Agreement or to vest in Assignee, and protect Assignee's right, title and interest in and to the Loan and the Loan Documents assigned and sold or intended to be assigned and sold by Assignor to Assignee pursuant to the provisions of this Assignment and the Loan Purchase

TRADEMARK

REEL: 004127 FRAME: 0415

Agreement. Assignor shall also cooperate and provide such assistance, at Assignee's cost and expense, as Assignee may reasonably request in connection with the enforcement of Assignee's rights and remedies with respect to the Loan and under the Loan Documents.

4. Successors and Assigns. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

5. Governing Law; Consent to Jurisdiction. This Assignment shall be governed by, construed and enforced in accordance with the laws of The Commonwealth of Massachusetts.

6. Counterparts. This Assignment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Assignment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR

CIT LENDING SERVICES CORPORATION

By: *[Signature]*
Name: PATRICK H. HULLON
Title: VICE PRESIDENT

Agreed to and Accepted:

HV CAPITAL, LLC

By: _____
Name: _____
Title: _____

ALTA COMMUNICATIONS IX, L.P.

By: _____
Name: _____
Title: _____

ALTA COMMUNICATIONS IX-B, L.P.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR

CIT LENDING SERVICES CORPORATION

By: _____
Name: _____
Title: _____

Agreed to and Accepted:

HV CAPITAL, LLC

By: [Signature]
Name: Glenn Hewitt
Title: Managing Director

ALTA COMMUNICATIONS IX, L.P.

By: _____
Name: _____
Title: _____

ALTA COMMUNICATIONS IX-B, L.P.

By: _____
Name: _____
Title: _____

[Signature page to Yankee Group Loan Purchase Agreement]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR

CIT LENDING SERVICES CORPORATION

By: _____
Name:
Title:

Agreed to and Accepted:

HV CAPITAL, LLC

By: GWH Management, LLC, its Manager

By: _____
Name: Glennon W. Healey
Title: Manager

ALTA COMMUNICATIONS IX, L.P.

By: Alta Communications IX
Managers Limited Partnership,
its general partner

By: Alta Communications IX Managers, LLC

By: Eileen McCarthy Tott
Name: Eileen McCarthy Tott

ALTA COMMUNICATIONS IX-B, L.P.

By: Alta Communications IX
Managers Limited Partnership,
its general partner

By: Alta Communications IX Managers, LLC

By: Eileen McCarthy Tott
Name: Eileen McCarthy Tott
Title: Member

(General Assignment And Assumption Agreement)

SCHEDULE I

LOAN DOCUMENTS

1. Credit Agreement dated as of December 9, 2005 between Yankee Group Research, Inc., as Borrower and CIT Lending Services Corporation, as Agent and Lender
2. Waiver, Consent and Global Amendment to Loan Documents dated September 2006 among Yankee Group Research, Inc., 360 Holdings Inc. and CIT Lending Services Corporation
3. Second Global Amendment to Loan Documents dated October 2006 among Yankee Group Research, Inc., 360 Holdings Inc. and CIT Lending Services Corporation
4. Waiver and Third Global Amendment to Loan Documents dated June 2007 between Yankee Group Research, Inc. and CIT Lending Services Corporation
5. Fourth Amendment to Credit Agreement dated as of December 27, 2007 between Yankee Group Research, Inc. and CIT Lending Services Corporation
6. Fifth Amendment to Credit Agreement dated as of November 25, 2008 between Yankee Group Research, Inc. and CIT Lending Services Corporation
7. Term A Note dated as of December 9, 2005 in the amount of \$9,000,000 issued by Yankee Group Research, Inc. in favor of CIT Lending Services Corporation
8. Term B Note dated as of December 9, 2005 in the amount of \$4,000,000 issued by Yankee Group Research, Inc. in favor of CIT Lending Services Corporation
9. Security Agreement dated as of December 9, 2005 among Yankee Group Research, Inc., Decision Matrix Group, Inc. and CIT Lending Services Corporation, as Agent
10. Collateral Assignment of Contract Rights dated as of December 9, 2005 by Yankee Group Research, Inc. in favor of CIT Lending Services Corporation, as Agent (IBM)
11. Collateral Assignment of Contract Rights dated as of December 9, 2005 by Yankee Group Research, Inc. in favor of CIT Lending Services Corporation, as Agent (Iron Mountain)
12. Trademark Security Agreement dated as of December 9, 2005 between Decision Matrix Group, Inc. and CIT Lending Services Corporation, as Agent
13. Trademark Security Agreement dated as of December 9, 2005 between Yankee Group Research, Inc. and CIT Lending Services Corporation, as Agent
14. Guaranty Agreement dated as of December 9, 2005 between Decision Matrix Group, Inc. and CIT Lending Services Corporation, as Agent

15. Pledge Agreement dated as of December 9, 2005 among Yankee Group Research, Inc., Decision Matrix Group, Inc. and CIT Lending Services Corporation, as Agent
16. Intercreditor and Subordination Agreement dated as of December 9, 2005 among Yankee Group Research, Inc., Alta Communications IX, L.P., Alta IX Associates LLC, Alta Communications IX-B, L.P., Emily K. Nagle and CIT Lending Services Corporation
17. Account Control Agreement among Citizens Bank of Massachusetts, Decision Matrix Group, Inc. and CIT Lending Services Corporation
18. Notice to Account Bank addressed to Barclays Bank p.l.c. re: Security Agreement
19. All UCC filings identifying CIT Lending Services Corporation as Secured Party and 360 Holdings Inc., Decision Matrix Group, Inc. and Yankee Group Research, Inc., as debtors
20. Security Agreement dated as of March 3, 2006 by and between Yankee Research Group, Inc. and CIT Lending Services Corporation