

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
Yankee Group Research, Inc.		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: 8

Property Type	Number	Word Mark
Registration Number:	3444446	YANKEE GROUP
Registration Number:	3435227	YG
Registration Number:	3140597	WIMAX WORLD CONFERENCE & EXPOSITION
Registration Number:	3550711	ANYWHERE CONSUMER
Registration Number:	3544117	ANYWHERE ENTERPRISE
Registration Number:	3296760	ANYWHERE NETWORK
Serial Number:	77665860	4G WORLD
Serial Number:	77395570	MOBILE INTERNET WORLD

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 734-761-3780
 Email: asujek@bodmanllp.com
 Correspondent Name: Angela Alvarez Sujek - Bodman LLP

OP \$215.00 3444446

Address Line 1: 201 South Division, Ste 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	01/07/2010

Total Attachments: 9

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AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT ("**Agreement**"), is dated as of December 31, 2009 (this "**Agreement**"), is among Yankee Group Research, Inc., a Delaware corporation located at One Liberty Square, 7th Floor, Boston, Massachusetts 02109 (the "**Company**"), 360 Research LLC, a Delaware limited liability company located at One Liberty Square, 7th Floor, Boston, Massachusetts 02109 ("**Research**"), and 360 Holdings Inc., a Delaware corporation located at One Liberty Square, 7th Floor, Boston, Massachusetts 02109 ("**Holdings**," together with the Company and Research, each individually and collectively, the "**Debtor**") and HV Capital, LLC, a Delaware limited liability company located at 7 West Square Lake Road, Suite 122, Bloomfield Hills, Michigan 48302 (the "**Lender**"). This Agreement amends and restates in its entirety that certain Security Agreement dated as of December 9, 2005 (the "**Prior Agreement**") by and among CIT Lending Services Corporation, the Company and Holdings (as successor to Decision Matrix Group, Inc.), which was purchased by and assigned to Secured Party in connection with the transactions contemplated by that those certain Loan Purchase Agreement and General Assignment and Assumption Agreement, each dated as of the date hereof, among CIT Lending Services Corporation, the Secured Party, Alta Communications IX, L.P. and Alta Communications IX-B, L.P. The Debtor and Lender do not intend for the substitution and replacement of this Agreement for the Prior Agreement to constitute, nor shall such be deemed to constitute, a novation or extinguishment of the Prior Agreement and the substitution and replacement of this Agreement for the Prior Agreement shall in no event impair, limit, reduce or otherwise discharge the liability of the Debtor or any obligor under the Prior Agreement which liability is hereby reaffirmed by the Debtor. Therefore, the Prior Agreement is hereby amended and restated and replaced in its entirety by this Agreement.

1. Purpose. This Agreement is being entered into by the Debtors pursuant to the Note Purchase Agreement, dated as of December 31, 2009, by and among the Debtors and Lender (as the same may be amended, restated, modified or replaced from time to time, the "**Note Agreement**"), and the Consolidated, Amended and Restated Secured Promissory Note, dated as December 31, 2009, issued to Lender by the Company under the Note Agreement (as the same may be amended, restated, modified or replaced from time to time, the "**Note**"). Pursuant to the Note Agreement and the Note, Lender has loaned the Company an aggregate principal amount of \$3,000,000. The Debtors have agreed to secure all debt of the Company to Lender in accordance with the terms and conditions of this Agreement. Capitalized terms not defined in this Agreement have the meaning set forth under the Note Agreement.

2. Grant of Security Interest. The Debtor hereby grants to Lender a continuing security interest in the "**Collateral**" described in Section 3 below to secure: (i) the payment of the Note, (ii) all other loans and advances (including all renewals, modifications and extensions thereof) from Lender to the Company and/or any other Debtor, (iii) all obligations of any and every kind and nature, whether arising prior to, under or after this Agreement, however incurred or evidenced, whether primary, secondary, contingent or otherwise, whether arising under this Agreement, under any other security agreements, mortgages, leases, instruments, documents, contracts, or similar agreements, or by oral agreement or created by operation of law, and (iv) all interest, costs, expenses, and reasonable attorneys' fees, which may be made or incurred by Lender in the disbursement, administration, and collection of such amounts, and in the

protection, maintenance, and liquidation of the Collateral (collectively, "**Liabilities**"). This Agreement shall be and become effective when, and continue in effect, as long as any Liabilities of the Company and/or any other Debtor to Lender are outstanding and/or unpaid. The Debtor will not, except with respect to obsolete equipment, sell, assign, transfer, pledge or otherwise dispose of or further encumber any Collateral to any third party while this Agreement is in effect without the prior written consent of Lender.

3. Collateral. The "**Collateral**" covered by this Agreement is all of the personal property assets of the Debtor, tangible and intangible, which it now owns or shall hereafter acquire or create, immediately upon the acquisition or creation thereof, and includes, but is not limited to, the following:

3.1 Accounts. Accounts, documents, instruments, policies and certificates of insurance, chattel paper (including without limit electronic chattel paper and tangible chattel paper), rights to payment evidenced by chattel paper, health-care insurance receivables, deposit accounts, commercial tort claims, investment property, letters of credit, letter of credit rights, contract rights, general intangibles, intellectual property (including, without limitation, all US and foreign patents, patent applications, copyrights, trademarks, trademark applications, service marks, inventions, and discoveries), choses in action, including any right to any refund of any taxes heretofore or hereafter paid to any governmental authority (collectively, the "**Accounts**").

3.2 Inventory. All inventory and goods, now owned or hereafter acquired, including but not limited to, raw materials, work in process, finished goods, leased goods, tangible property, stock in trade, wares, and merchandise used in or sold in the ordinary course of business, including goods whose sale, lease or other disposition by the Debtor has given rise to any Accounts and which goods have been returned to, or repossessed by, or stopped in transit by the Debtor.

3.3 Equipment. All equipment and fixtures, including all machinery, furniture, furnishings, and vehicles, together with all accessions, parts, attachments, accessories, tools and dies, or appurtenances thereto, or appertaining, attached, kept, used, or intended for use in connection therewith, and all substitutions, improvements and replacements thereof and additions thereto.

3.4 Fixtures. All fixtures in which the Debtor has an interest, whether now or to be hereafter attached, to any real property owned or leased by the Debtor.

3.5 Software. All computer programs and supporting information provided in connection with a transaction relating to such program(s).

3.6 Proceeds, Etc. Proceeds, and proceeds of hazard insurance and eminent domain or condemnation awards of all of the foregoing described properties or interests in properties, including all products of, and accessions to, such properties or interests in properties, and all cash or other property which were proceeds and are received by a bankruptcy trustee or otherwise as a preferential transfer by the Debtor.

4. Perfection of Security Interest. The Debtor shall execute and deliver to Lender, concurrently with the execution of this Agreement and at any time or times hereafter at the reasonable request of Lender (and pay the cost of filing or recording same in all public offices

deemed necessary by Lender), all UCC financing statements describing the Collateral securing the Liabilities, assignments, certificates of title, applications for vehicle titles, affidavits, reports, notices, schedules of accounts, designations of inventory, letters of authority and all other documents that Lender may reasonably request, in form reasonably satisfactory to Lender, to establish and maintain perfected Lender's security interests in the Collateral. In addition, the Debtor irrevocably authorizes Lender, its agents, attorneys, and representatives, to file UCC financing statements, and amendments thereto, at the Debtor's expense, necessary to perfect and maintain Lender's perfected security interest in the Collateral. In order to fully consummate all of the transactions contemplated hereunder, the Debtor shall make appropriate entries on its books and records disclosing Lender's security interests in the Collateral. Upon payment in full of the Liabilities, including without limitation the Note, Lender shall file any and all termination statements necessary in the Debtor's discretion to terminate Lender's security interests in the Collateral.

5. Warranties. The Debtor warrants and agrees that while any of the Liabilities remain unperformed and unpaid and except as may occur in the ordinary course of business or be approved by the Debtor's Board of Directors, subject to the provisions and covenants set forth in the Note Agreement, (i) other than Permitted Liens, the Debtor is the owner of the Collateral free and clear of all liens or security interests and all chattel paper constituting Collateral evidences a perfected security interest in the goods covered by it, free from all other liens and security interests, and no financing statement other than that of Lender is on file covering the Collateral or any of it and if inventory is represented or covered by documents of title, the Debtor is the owner of the documents, free of all liens and security interest other than Lender's security interest; (ii) the Debtor's exact legal name is as set forth above; (iii) the Debtor is an organization of the type and organized in the jurisdiction set forth above, (iv) the address of the Debtor's principal office is as set forth above, while the addresses of the Debtor's other places of business where Collateral is now or may in the future be located, and the Debtor's business locations shall not be changed without the prior written consent of Lender, provided that the Debtor may relocate its business location in London, United Kingdom upon providing thirty (30) days prior written notice to Lender; and the Debtor further warrants that the Collateral, wherever located, is covered by this Agreement; (v) the Collateral will not be used, nor will the Debtor permit the Collateral to be used, for any unlawful purpose, whatsoever; (vi) the Debtor will neither change its name, form of business entity, address of its principal office, its organizational identification number nor jurisdiction of its organization without giving written notice thereof to Lender at least thirty (30) days prior to the effective date of such change; and the Debtor agrees that all documents, instruments and agreements reasonably required by Lender as a result of any such change shall be prepared, filed and recorded at the Debtor's expense; (vii) the Debtor shall keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted; (viii) the Debtor will indemnify and hold Lender harmless against claims of any persons or entities not party to this Agreement concerning disputes arising over the Collateral; and (ix) the Collateral is or will be located at the following addresses: One Liberty Square, 7th Floor, Boston, Massachusetts 02109, Lyman Street, Suite 250, Westboro, Massachusetts 01581, 56 Russell Square, London, WC1B 4HP, United Kingdom, and certain employees' homes (laptops, PDAs, etc.).

6. Insurance, Taxes, Etc. The Debtor shall (i) pay all taxes, levies, assessments, judgments and charges of any kind upon or relating to the Collateral, to the Debtor's business, and to the Debtor's ownership or use of any of its assets, income or gross receipts (other than

taxes being contested through appropriate proceedings and for which appropriate reserves have been established); (ii) at its own expense, keep and maintain all of the Collateral fully insured against loss or damage by fire, theft, explosion and other risks in such amounts, with such companies, under such policies and in such form as shall be recommended by the Debtor's Board of Directors which policies shall expressly provide that loss thereunder shall be payable to Lender as its interest may appear (and Lender shall have a security interest in the proceeds of such insurance and may apply any such proceeds which may be received by it toward payment of the Liabilities, whether or not due, in such order of application as Lender may reasonably determine); (iii) maintain at its own expense public liability and property damage insurance in such amounts with such companies, under such policies and in such form as shall be recommended by the Debtor's Board of Directors; and, upon Lender's request, shall furnish Lender with such policies and evidence of payment of premiums thereon. If the Debtor at any time hereafter should fail to obtain or maintain any of the policies required above or pay any premium in whole or in part relating thereto, or shall fail to pay any such tax, assessment, levy, or charge or to discharge any such lien or encumbrance as required above, then Lender, without waiving or releasing any obligation or default of the Debtor hereunder, may at any time hereafter (but shall be under no obligation to do so) make such payment or obtain such discharge or obtain and maintain such policies of insurance and pay such premiums, and take such action with respect thereto as Lender reasonably deems advisable. All sums so disbursed by Lender, including reasonable attorneys' fees, court costs, expenses, and other charges relating thereto, shall be part of the Liabilities, secured hereby and payable on demand.

7. Sale, Collections, Etc.

7.1 Upon the occurrence and during the continuance of any Event of Default (as such term is defined in the Note), the Lender may notify or may require the Debtor to notify account debtors, including customers and vendors, obligated on any or all of the Debtor's accounts receivable, whether now existing or hereafter arising, to make payment directly to the Lender, and may take possession of all proceeds of any accounts in the Debtor's possession, and may take any other steps which the Lender deems reasonably necessary or advisable to collect any or all such accounts receivable or other Collateral or proceeds thereof. Thereafter the Debtor shall receive all payments on account as agent of and for Lender and shall remit to Lender, on the day of receipt thereof, all original checks, drafts, acceptances, notes and other evidence of payment received in payment of or on account of Accounts, including all cash monies, similarly received by the Debtor. Until such delivery, the Debtor shall keep all such remittances separate and apart from the Debtor's own funds, capable of identification as the property of Lender, and shall hold the same in trust for Lender.

7.2 Until an Event of Default has occurred and is continuing, and until such time as Lender shall notify the Debtor of the revocation of such power and authority, the Debtor may (i) in the ordinary course of its business, at its own expense, sell, lease or furnish under contracts of service any of the inventory normally held by the Debtor for such purpose; (ii) use and consume any raw materials, work in process or materials, the use and consumption of which is necessary in order to carry on the Debtor's business; and the Debtor shall, at its own expense, endeavor to collect, as and when due all amounts due with respect to any of the Collateral, including the taking of such action with respect to such collection as Lender may reasonably request or, in the absence of such request, as the Debtor may deem advisable. A sale in the ordinary course of business does not include a transfer in partial or total satisfaction of a debt.

8. Waiver. The Debtor hereby waives all defenses and setoffs which could hinder or reduce the obligations of the Debtor under this Agreement. In addition, except as expressly prohibited by law, the Debtor waives any right it has to require Lender to give notice of (i) the details of any public or private sale of Debtor's personal property, or (ii) Lender's pursuit of any available remedy.

9. Information. The Debtor shall permit Lender or its agents upon reasonable prior request, during normal business hours, to have access to and to inspect all the Collateral and may from time to time verify Accounts and chattel paper, inspect, check, make copies of or extracts from the books, records and files of the Debtor, and the Debtor will make same available at any time for such purposes. In addition, the Debtor shall promptly supply Lender with financial and such other information concerning its affairs and assets as Lender may reasonably request from time to time.

10. Event of Default.

10.1 An Event of Default shall exist as and when provided under the Note.

10.2 Upon the occurrence and during the continuation of an Event of Default, the Note and all other Liabilities may (notwithstanding any provisions thereof) at the option of Lender and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable, and Lender may exercise from time to time any rights and remedies available to it under applicable law, including without limitation the right to: (a) immediate possession of the Collateral by Lender, (b) institute legal proceedings to foreclose upon the lien and security interest granted by this Agreement or for the sale of all Collateral, to recover judgment for all amounts then due and owing as Liabilities, and to collect the same out of any Collateral or the proceeds of any sale of the Collateral, and (c) enter upon any premises (whether it be the Lender, its agents or attorneys, or an appointment of a receiver selected or appointed by Lender to which Debtor shall consent to in all respects) where Collateral may then be located, and take possession of all or any of it and/or render it unusable and without being responsible for loss or damage to such Collateral, hold, operate, sell, lease, or dispose of all or any Collateral at one or more public or private sales, leasings or other dispositions, at places and times and on terms and conditions as Lender may deem fit, without any previous demand or advertisement.

10.3 The Debtor agrees, following the occurrence and during the continuance of an Event of Default, to assemble, at its expense, all the Collateral at a convenient place acceptable to Lender and to pay all costs of Lender of collection of the Note and all other Liabilities, and enforcement of rights hereunder, including reasonable attorneys' fees and legal expenses, including participation in bankruptcy proceedings, and expense of locating the Collateral and expenses of any repairs to any realty or other property to which any of the Collateral may be affixed or be a part. Except as provided in this Agreement, all notice of sale, lease or other disposition, and advertisement, and other notice or demand, any right or equity of redemption, and any obligation of a prospective purchaser or lessee to inquire as to the power and authority of Lender to sell, lease, or otherwise dispose of the Collateral or as to the application by Lender of the proceeds of sale or otherwise, which would otherwise be required by, or available to Debtor under, applicable law are expressly waived by Debtor to the fullest extent permitted.

10.4 THE DEBTOR AGREES THAT LENDER SHALL, FOLLOWING THE OCCURRENCE AND DURING THE CONTINUATION OF AN EVENT OF DEFAULT,

HAVE THE RIGHT TO PEACEFULLY TAKE POSSESSION OF ANY OF THE COLLATERAL. THE DEBTOR WAIVES ANY RIGHT IT MAY HAVE, IN SUCH INSTANCE, TO A JUDICIAL HEARING PRIOR TO SUCH RETAKING.

10.5 In consideration of the mutual agreements contained in this Agreement, the Note, the Note Agreement and the other Ancillary Agreements and for other good and valuable consideration, the Debtor agrees that if it (a) has an order for relief entered, or has an involuntary petition filed against it, in a case under Title 11 of the United States Code (the "**Bankruptcy Code**"), (b) files or is the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other applicable federal or state law relating to bankruptcy, insolvency or other debtor relief, or (c) seeks or consents to the appointment of any trustee, receiver, conservator or liquidator, then Lender shall immediately and absolutely be entitled to, and the Debtor consents to, the immediate termination of the automatic stay provisions of section 362 of the Bankruptcy Code (the "**Automatic Stay**") to enable Lender to exercise any and all of its rights and remedies under this Agreement, the Note, the Note Agreement, other Ancillary Agreements and applicable law, and the Debtor shall not assert, or request or cause any other party to assert, that the Automatic Stay operates to stay, condition, reduce or inhibit such right of Lender. Upon the filing of any motion or other pleading or the taking of any other action by Lender in any bankruptcy case of the Debtor for relief from the Automatic Stay or for a modification or lifting of the Automatic Stay or any stay otherwise provided by any applicable law as it relates to Lender and affects Lender's rights and remedies against the Debtor or the Collateral, the Debtor shall not in any manner whatsoever oppose or object to, and shall not request or cause any other party to oppose or object to, such motion or pleading or other action taken by Lender, but, rather, irrevocably consents thereto. Upon the commencement of any voluntary or involuntary bankruptcy case by or against the Debtor, the Debtor irrevocably waives and agrees not to seek a supplemental stay or other relief, whether injunctive or otherwise, pursuant to Section 105 of the Bankruptcy Code or otherwise, to stay, condition, reduce or inhibit Lender's ability to enforce any rights it has under the this Agreement, the Note, the Note Agreement or any other Ancillary Agreement. Lender, but for this section, would not enter into this Agreement.

11. General. Time shall be deemed of the very essence of this Agreement. Except as otherwise defined in this Agreement, all terms in this Agreement shall have the meanings provided by Act No. 174 of the Michigan Public Acts of 1962, as amended, revised or replaced or any successor laws hereafter enacted (the "**Michigan Uniform Commercial Code**"). Lender shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if it takes such action for that purpose as the Debtor requests in writing, but failure of Lender to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and failure of Lender to preserve or protect any rights with respect to such Collateral against any prior parties or to do any act with respect to the preservation of such Collateral not so requested by the Debtor shall not be deemed a failure to exercise reasonable care in the custody and preservation of such Collateral. Any delay on the part of Lender in exercising any power, privilege or right hereunder, or under any other instrument executed by the Debtor to Lender in connection herewith shall not operate as a waiver thereof, and no single or partial exercise thereof, or the exercise of any other power, privilege or right shall preclude other or further exercise thereof, or the exercise of any other power, privilege or right. The waiver by Lender of any Event of Default shall not constitute a waiver of any subsequent Events of Default, but shall be restricted to the Event of Default so waived. All

rights, remedies and powers of Lender hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies and powers given hereunder or in or by any other instruments or by the Michigan Uniform Commercial Code, or any laws now existing or hereafter enacted.

This Agreement shall be construed in accordance with the laws of the State of Michigan without giving effect to any applicable principles of conflicts of laws. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The rights and privileges of Lender hereunder shall inure to the benefit of its successors and assigns and this Agreement shall be binding on all heirs, executors, administrators, assigns and successors of the Debtor.

All notices and other communications required or permitted hereunder shall be in writing and shall be hand delivered or sent via facsimile, overnight courier service or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed or sent (i) if to Lender, at the address furnished by Lender to the Debtor in writing, or (ii) if to the Debtor, at the address first shown above, or at such other address as the Debtor shall have furnished to Lender in writing.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior written and oral communications or understandings. This Agreement may be amended or supplemented only by a writing signed on behalf of both parties. The Debtor acknowledges receipt of a true and complete copy of this Agreement. This Agreement may be executed in two or more counterparts, including by facsimile or other electronic copy, each of which shall be deemed an original and all of which together shall constitute one instrument.

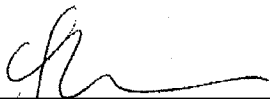
The Debtor acknowledges that Lender may assign its rights and obligations under this Agreement and any related documents and agreements, including the right to receive payment under the Note, to any affiliate of Lender, HV Capital Investors, LLC, and/or to One Conant Capital, LLC, or any other bank or financial institution. The Debtor may not assign its rights and obligations under this Agreement without Lender's prior written consent.

LENDER AND THE DEBTOR ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT ONE THAT MAY BE WAIVED. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, LENDER AND THE DEBTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

The parties have executed this Security Agreement as of the date first written above.

COMPANY:

Yankee Research Group, Inc.

By: 
Emily Nagle Green
Its: President and Chief Executive Officer

LENDER:


TIV Capital, LLC

By: GWH Management, LLC, its Manager

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


RESEARCH:

360 Research LLC

By: 
Emily Nagle Green
Its: President and Chief Executive Officer

HOLDINGS:

360 Holdings Inc.

By: 
Emily Nagle Green
Its: President and Chief Executive Officer

The parties have executed this Security Agreement as of the date first written above.

COMPANY:

Yankee Research Group, Inc.

By: _____
Emily Nagle Green
Its: President and Chief Executive Officer

LENDER:

HV Capital, LLC

By: GWH Management, LLC, its Manager

By: Glenn W. Healey
Name: Glenn W. Healey
Title: Manager

RESEARCH:

360 Research LLC

By: _____
Emily Nagle Green
Its: President and Chief Executive Officer

HOLDINGS:

360 Holdings Inc.

By: _____
Emily Nagle Green
Its: President and Chief Executive Officer