

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		06/01/2010	Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	RiskMetrics Group, Inc.
<b>Street Address:</b>	One Chase Manhattan Plaza
<b>Internal Address:</b>	44th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10006
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2640990	BUILDING FINANCIAL CONFIDENCE
Registration Number:	2552914	CORPORATEMETRICS
Registration Number:	2291630	CREDITMANAGER
Registration Number:	2114801	CREDITMETRICS
Registration Number:	2628554	DATAMETRICS
Registration Number:	2674696	GET A RISKGRADE
Registration Number:	2572271	RISKGRADE
Registration Number:	2557466	RISKGRADES
Registration Number:	2018866	RISKMETRICS
Registration Number:	2695223	
Registration Number:	2644381	WEALTHBENCH
Serial Number:	78750549	CREDITMANAGER

**CH \$315.00 2640990**

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 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	404650-7
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/03/2010

Total Attachments: 4  
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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of June 1, 2010 ("Effective Date") by Bank of America, N.A. (the "Collateral Agent") in favor of RiskMetrics Group, Inc. ("Pledgor").

**WHEREAS**, pursuant to the terms and conditions of that certain First Lien Trademark Security Agreement, dated as of January 11, 2007 (the "First Lien Trademark Security Agreement;" each capitalized term used herein without definition shall have the meaning ascribed to such term in the First Lien Trademark Security Agreement) and that certain Second Lien Trademark Security Agreement, dated as of January 11, 2007 (the "Second Lien Trademark Security Agreement;" together with the First Lien Trademark Security Agreement, the Trademark Security Agreements), the Pledgor pledged and granted to Collateral Agent for the benefit of the Secured Parties a first and second lien on and security interest in and to all of its right, title and interest in, to and under the Pledged Collateral, including, without limitation, its trademarks and trademark applications listed on Schedule I attached hereto which security interest is recorded on January 17, 2007 at Reel 3462 Frame 0590, and on January 19, 2007 at Reel 3465 Frame 0233, and on April 15, 2009 at Reel 3970 Frame 0693, at the U.S. Patent and Trademark Office;

**WHEREAS**, the Pledgor has paid all of its outstanding indebtedness to the Collateral Agent secured by the Pledged Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreements, and hereby terminates, cancels, re-pledges, reassigns and releases any and all collateral pledge, grant, assignment, lien on and security interests it has in and to the Pledged Collateral.

If and to the extent the Collateral Agent has acquired any right, title or interest in, or to any of the Pledged Collateral, it hereby assigns and transfers such rights, title or interest to the Pledgor without any representations, warranties or recourse of any kind whatsoever.

The Collateral Agent shall take all further actions, and provide to the Pledgor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgor, at Pledgor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

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

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

## SCHEDULE I

### Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
RiskMetrics Group, Inc.	2,640,990	BUILDING FINANCIAL CONFIDENCE
RiskMetrics Group, Inc.	2,552,914	CORPORATEMETRICS
RiskMetrics Group, Inc.	2,291,630	CREDITMANAGER
RiskMetrics Group, Inc.	2,114,801	CREDITMETRICS
RiskMetrics Group, Inc.	2,628,554	DATAMETRICS
RiskMetrics Group, Inc.	2,674,696	GET A RISKGRADE
RiskMetrics Group, Inc.	2,572,271	RISKGRADE
RiskMetrics Group, Inc.	2,557,466	RISKGRADES
RiskMetrics Group, Inc.	2,018,866	RISKMETRICS
RiskMetrics Group, Inc.	2,695,223	DESIGN ONLY
RiskMetrics Group, Inc.	2,644,381	WEALTHBENCH

### Trademark Applications

OWNER	APPLICATION NUMBER	TRADEMARK
RiskMetrics Group, Inc.	78/750,549	CREDITMANAGER