

**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
MSCI Inc.		06/01/2010	CORPORATION: DELAWARE
Institutional Shareholder Services Inc.		06/01/2010	CORPORATION: DELAWARE
KLD Research and Analytics, Inc.		06/01/2010	CORPORATION: MASSACHUSETTS
RiskMetrics Solutions, Inc.		06/01/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Morgan Stanley & Co. Incorporated, as Collateral Agent
Street Address:	201 South Main Street
Internal Address:	5th Floor
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 67**

Property Type	Number	Word Mark
Registration Number:	3035466	@CREDIT
Registration Number:	2239086	@ENERGY
Registration Number:	2109907	@EQUITY
Registration Number:	1752287	@GLOBAL
Registration Number:	1860319	@INTEREST
Registration Number:	2673700	ACWI
Registration Number:	1914640	ALPHABUILDER
Registration Number:	1913046	BARRA
Registration Number:	2995503	1BARRAONE

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Registration Number:	2757044	BARRAONE
Registration Number:	1739619	DERIVATOOL
Registration Number:	1685268	EAFE
Registration Number:	2484885	EMF
Registration Number:	1738136	FEA
Registration Number:	3483318	MARKET IMPACT MODEL
Registration Number:	1680303	MSCI
Registration Number:	3035453	PROSTORAGE
Registration Number:	2550321	SIMSCI
Registration Number:	3263167	STRUCTURETOOL
Registration Number:	2184552	VARDELTA
Registration Number:	2019804	VARWORKS
Registration Number:	2640990	BUILDING FINANCIAL CONFIDENCE
Registration Number:	2552914	CORPORATEMETRICS
Registration Number:	2291630	CREDITMANAGER
Registration Number:	3356136	CREDITMANAGER
Registration Number:	2114801	CREDITMETRICS
Registration Number:	2628554	DATAMETRICS
Registration Number:	2674696	GET A RISKGRADE
Registration Number:	3355111	PORTFOLIO PILOT
Registration Number:	3430906	RISKGRADE
Registration Number:	3430916	RISKGRADES
Registration Number:	3691006	RISKMANAGER
Registration Number:	2018866	RISKMETRICS
Registration Number:	3460741	
Registration Number:	3499053	THE CENTER FOR THE FINANCIAL COMMUNITY
Registration Number:	3696347	THE CENTER FOR THE FINANCIAL COMMUNITY
Registration Number:	2644381	WEALTHBENCH
Registration Number:	3443111	CENTER FOR FINANCIAL RESEARCH & ANALYSIS
Registration Number:	3270822	CFRA
Registration Number:	3270835	
Registration Number:	3270820	CFRA
Registration Number:	3454803	CFRA ACCOUNTING LENS
Registration Number:	3482781	CFRA CENTER FOR FINANCIAL RESEARCH & ANALYSIS
Registration Number:	3456094	CFRA LEGAL EDGE

Registration Number:	2762403	CGQ
Registration Number:	3069907	ENABLING THE BUSINESS OF CORPORATE GOVERNANCE
Registration Number:	3270823	ESTABLISHED LEADER. TRUSTED PARTNER.
Registration Number:	3081217	GOVERNANCE ANALYTICS
Registration Number:	3589294	GOVERNANCE EXCHANGE
Registration Number:	3545462	INDUSTRY RISK ASSESSMENT PROFILE
Registration Number:	3543967	IRAP
Registration Number:	3584058	M&A EDGE
Registration Number:	3374678	QUICKSCORE
Registration Number:	3064581	VOTING ANALYTICS
Registration Number:	3173821	KLD
Registration Number:	2754028	PASS
Serial Number:	77853674	ACWI
Serial Number:	77854161	AEGIS
Serial Number:	77852977	BARRAONE
Serial Number:	77853089	EAFE
Serial Number:	77851723	FEA
Serial Number:	77853003	MSCI
Serial Number:	77769024	PRONG+
Serial Number:	77853928	RISKBURST
Serial Number:	77099509	THE RISK COMPANY
Serial Number:	77337356	THE RISK COMPANY
Serial Number:	77906159	Z-METRICS

**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:	404650-75
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/

Date:

06/04/2010

**Total Attachments: 14**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated June 1, 2010, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Morgan Stanley & Co. Incorporated, as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MSCI Inc., a Delaware corporation, has entered into a Credit Agreement dated as of June 1, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Morgan Stanley Senior Funding, Inc., as Administrative Agent, Swing Line Lender and L/C Issuer; the Collateral Agent, the Lender Parties party thereto and the other parties thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated June 1, 2010 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (collectively, the “*Collateral*”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of such Grantor’s Obligations:

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability

of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, the Secured Hedge Agreements and the Secured Cash Management Agreements, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict with the terms of this IP Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 6. Notices. All notices and other communications provided hereunder shall be given as provided in Section 10.02 of the Credit Agreement. All communications and notices hereunder to any Grantor that is a Subsidiary of the Borrower shall be given to such Subsidiary in care of the Borrower.

SECTION 7. Termination. The IP Security Agreement shall terminate concurrently with the termination of the Security Agreement in accordance with the terms thereof.

SECTION 8. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

*[signature pages follow]*

MSCI INC

By: 

Name: Henry Fernandez

Title: *Chairman and CEO*

BARRA, INC.

By: 

Name: Henry Fernandez

Title: *Chairman and CEO*

FINANCIAL ENGINEERING  
ASSOCIATES, INC.

By: 

Name: Henry Fernandez

Title: *CEO*

RISKMETRICS GROUP, INC.


By: 

Name: Henry Fernandez


Title: *CEO*




INSTITUTIONAL SHAREHOLDER  
SERVICES INC.

By:   
Name: Ellen Belman  
Title: President

KLD RESEARCH & ANALYTICS, INC.

By:   
Name: Ellen Belman  
Title: President

RISKMETRICS SOLUTIONS, INC.

By:   
Name: Ellen Belman  
Title: President

MORGAN STANLEY & CO.  
INCORPORATED, as Collateral Agent

By:   
Name: Wissam B. Kairouz  
Title: Authorized Signatory

**Schedule A to the  
Intellectual Property Security Agreement**

**PATENTS**

<b>Grantor/ Registered Owner</b>	<b>Patent Titles</b>	<b>Country</b>	<b>Patent No.</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
MSCI Inc.	Systems and methods for constructing a value index and a growth index	United States	N/A	10/833,860	4/28/2004	N/A
MSCI Inc.	Systems and methods for generating a financial market index	United States	7,685,069	11/242,994	10/4/2005	3/3/2010
MSCI Inc.	Systems and methods for generating a financial market index using a PEG ratio	United States	N/A	11/476,347	6/28/2006	N/A
MSCI Inc.	Method and system for generating a global financial market index	United States	N/A	11/651,766	1/10/2007	N/A
MSCI Inc.	Method and system for generating a high dividend yield index	United States	N/A	11/784,924	4/10/2007	N/A
MSCI Inc.	Default swap spreads implied by an incomplete information structural model	United States	N/A	11/825,718	7/9/2007	N/A
MSCI Inc.	System and method for forecasting portfolio losses at multiple horizons	United States	N/A	11/789,318	4/24/2007	N/A
MSCI Inc.	System and Method for attributing performance, risk and risk-adjusted performance of an investment portfolio to custom factors	United States	N/A	11/974,197	10/11/2007	N/A
Barra, Inc.	Method and Apparatus for an Integrative Model of Multiple Asset Classes	United States	7,024,388	09/895,605	6/29/2001	4/4/2006
Barra, Inc.	A Computer Display with a Risk Visualization Icon	United States	D469,442	29/140,824	4/24/2001	1/28/2003
Barra, Inc.	Method and Apparatus for Creating Consistent Risk Forecasts and for Aggregating Factor Models	United States	7,324,978	10/480,020	6/4/2002	1/29/2008
Barra, Inc.	Method and Appara-	United	7,596,523	10/655,503	9/3/2003	9/29/2009

Grantor/ Registered Owner	Patent Titles	Country	Patent No.	Application No.	Filing Date	Issue Date
	tus for Network-Based Portfolio Management and Risk-Analysis	States				
Barra, Inc.	Method and Apparatus for an Incomplete Information Model of Credit Risk	United States	7,536,329	10/761,686	1/20/2004	5/19/2009
Financial Engineering Associates, Inc.	System and Method for Determination of Incremental Value at Risk for Securities Trading	United States	5,819,237	08/600,685	2/13/1996	10/6/1998
Financial Engineering Associates, Inc.	Watershed Method for Controlling Cashflow Mapping in Value at Risk Determination	United States	6,122,623	09/109,110	7/2/1998	9/19/2000
Financial Engineering Associates, Inc.	Transformation of Real Time Data into Time Series and Filtered Real Time Data within a Spreadsheet Application	United States	5,926,822	08/709,101	9/6/1996	7/20/1999
Financial Engineering Associates, Inc.	Integrated System and Method for Analyzing Derivative Securities	United States	5,692,233	08/384,376	2/3/1995	11/25/1997
RiskMetrics Group, Inc.	Method and System for Computing Path Dependent Probabilities of Attaining Financial Goals	United States	7,031,935	09/629,589	7/31/2000	4/18/2006
RiskMetrics Group, Inc.	Method and System for Computing Path Dependent Probabilities of Attaining Financial Goals	United States	7,509,279	11/279,951	4/17/2000	3/24/2009
Institutional Shareholder Services Inc.	Methods and systems for classifying entities according to metrics of earnings quality	United States	N/A	11/073,096	3/4/2005	Pending
RiskMetrics Group, Inc.	System and Method for Providing Portfolio Risk Information to Investors Without Revealing Position Information	United States	N/A	12/331,919	10/28/2008	Pending

**Schedule B to the  
Intellectual Property Security Agreement**

**TRADEMARKS**

<b>Grantor/Record Owner</b>	<b>Country</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. Date</b>
MSCI INC.	United States	@CREDIT (STYLIZED)	3035466	78/511276	11/4/2004	12/27/2005
MSCI INC.	United States	@ENERGY (STYLIZED)	2239086	74/629565	02/03/1995	4/13/1999
MSCI INC.	United States	@EQUITY (STYLIZED)	2109907	75/10047	05/07/1996	10/28/1997
MSCI INC.	United States	@GLOBAL (STYLIZED)	1752287	74/181015	06/28/1991	2/16/1993
MSCI INC.	United States	@INTEREST (STYLIZED)	1860319	74/395247	05/26/1993	10/25/1994
MSCI INC.	United States	ACWI		77/853674	10/21/2009	
MSCI INC.	United States	ACWI	2673700	76/062647	6/5/2000	1/14/2003
MSCI INC.	United States	AEGIS		77/854161	10/21/2009	
MSCI INC.	United States	ALPHABUILDER	1914640	74/509502	04/06/1994	8/29/1995
MSCI INC.	United States	BARRA	1913046	74/419916	07/29/1993	8/22/1995
MSCI INC.	United States	BARRA ONE AND DESIGN	2995503	76/383935	3/14/2002	9/13/2005
MSCI INC.	United States	BARRAONE		77/852977	10/20/2009	
MSCI INC.	United States	BARRAONE	2757044	76/307063	08/28/2001	8/26/2003
MSCI INC.	United States	DERIVATOOL	1739619	74/269940	04/27/1992	12/15/1992
MSCI INC.	United States	EAFE	1685268	74/091710	08/27/1990	5/5/1992
MSCI INC.	United States	EAFE		77/853089	10/20/2009	
MSCI INC.	United States	EMF	2484885	76/062648	6/5/2000	9/4/2001
MSCI INC.	United States	FEA		77/851723	10/19/2009	
MSCI INC.	United States	FEA AND DESIGN	1738136	74249904	02/25/1992	12/8/1992
MSCI INC.	United States	MARKET IMPACT MODEL	3483318	77/213360	6/22/2007	8/12/2008
MSCI INC.	United States	MSCI	1680303	74/091709	08/27/1990	3/24/1992
MSCI INC.	United States	MSCI		77/853003	10/20/2009	
MSCI INC.	United States	ProNG+		77/769024	6/26/2009	

Grantor/Record Owner	Country	Mark	Reg. No.	App. No.	App. Date	Reg. Date
MSCI INC. AND HOUSE OF CODE, INC.	United States	PROSTORAGE (STYLIZED)	3035453	78/510922	11/3/2004	12/27/2005
MSCI INC.	United States	SIMSCI	2550321	75/495735	6/3/1998	3/19/2002
MSCI INC.	United States	STRUCTURETOOL	3263167	78/820944	2/22/2006	7/10/2007
MSCI INC.	United States	VARDELTA	2184552	75/10044	05/07/96	8/25/1998
MSCI INC.	United States	VARWORKS	2019804	74/631222	02/07/1995	11/26/1996
RiskMetrics Solutions, Inc.	United States	BUILDING FINANCIAL CONFIDENCE	2640990	76/310508	9/7/2001	10/22/2002
RiskMetrics Solutions, Inc.	United States	CORPORATEMETRICS	2552914	75/355985	9/9/1997	3/26/2002
RiskMetrics Solutions, Inc.	United States	CREDITMANAGER	2291630	75/256598	3/13/1997	11/9/1999
RiskMetrics Solutions, Inc.	United States	CREDITMANAGER	3356136	78/750549	11/19/2005	12/18/2007
RiskMetrics Solutions, Inc.	United States	CREDITMETRICS	2114801	75/121850	6/19/1996	11/18/1997
RiskMetrics Solutions, Inc.	United States	DATAMETRICS	2628554	75/567401	10/9/1998	10/1/2002
RiskMetrics Solutions, Inc.	United States	GET A RISKGRADE	2674696	76/373716	2/21/2002	1/14/2003
RiskMetrics Solutions, Inc.	United States	PORTFOLIO PILOT	3355111	77/099021	2/5/2007	12/18/2007
RiskMetrics Solutions, Inc.	United States	RISKBURST	N/A	77/853928	10/21/2009	Pending
RiskMetrics Solutions, Inc.	United States	RISKGRADE	3430906	77/284650	9/20/2007	5/20/2008
RiskMetrics Solutions, Inc.	United States	RISKGRADES	3430916	77/284701	9/20/2007	5/20/2008
RiskMetrics Solutions, Inc.	United States	RISKMANAGER	3691006	77/283559	9/19/2007	10/6/2009
RiskMetrics Solutions, Inc.	United States	RISKMETRICS	2018866	74/696027	6/30/1995	11/26/1996
RiskMetrics Solutions, Inc.	United States	RISKMETRICS Logo (Snowflake)	3460741	77/215383	6/26/2007	7/8/2008
RiskMetrics Solutions, Inc.	United States	THE CENTER FOR THE FINANCIAL COMMUNITY	3499053	77/975431	6/26/2007	9/9/2008
RiskMetrics Solutions, Inc.	United States	THE CENTER FOR THE FINANCIAL COMMUNITY	3696347	77/215357	6/26/2007	10/13/2009
RiskMetrics Solutions, Inc.	United States	THE RISK COMPANY	N/A	77/099509	2/15/2007	Pending
RiskMetrics Solutions, Inc.	United States	THE RISK COMPANY	N/A	77/337356	11/27/2007	Pending
RiskMetrics Solutions, Inc.	United States	WEALTHBENCH	2644381	76/290278	7/25/2001	10/29/2002

Grantor/Record Owner	Country	Mark	Reg. No.	App. No.	App. Date	Reg. Date
RiskMetrics Solutions, Inc.	United States	Z-METRICS	N/A	77/906,159	1/6/2010	Pending
Institutional Shareholder Services Inc.	United States	CENTER FOR FINANCIAL RESEARCH & ANALYSIS	3443111	76/666805	9/29/2006	6/3/2008
Institutional Shareholder Services Inc.	United States	CFRA	3270822	76/666808	9/29/2006	7/31/2007
Institutional Shareholder Services Inc.	United States	CFRA - Design Only	3270835	76/667112	10/4/2006	7/31/2007
Institutional Shareholder Services Inc.	United States	CFRA & Design	3270820	76/666799	9/29/2006	7/31/2007
Institutional Shareholder Services Inc.	United States	CFRA ACCOUNTING LENS	3454803	77/131842	3/15/2007	6/24/2008
Institutional Shareholder Services Inc.	United States	CFRA CENTER FOR FINANCIAL RESEARCH & ANALYSIS & Design	3482781	76/666806	9/29/2006	8/12/2008
Institutional Shareholder Services Inc.	United States	CFRA LEGAL EDGE	3456094	76/674125	3/14/2007	7/1/2008
Institutional Shareholder Services Inc.	United States	CGQ	2762403	76/274024	6/20/2001	9/9/2003
Institutional Shareholder Services Inc.	United States	ENABLING THE BUSINESS OF CORPORATE GOVERNANCE	3069907	76/624660	12/20/2004	3/21/2006
Institutional Shareholder Services Inc.	United States	ESTABLISHED LEADER TRUSTED PARTNER	3270823	76/666810	9/29/2006	7/31/2007
Institutional Shareholder Services Inc.	United States	GOVERNANCE ANALYTICS	3081217	76/594796	5/28/2004	4/18/2006
Institutional Shareholder Services Inc.	United States	GOVERNANCE EXCHANGE	3589294	77/261398	8/22/2007	3/10/2009
Institutional Shareholder Services Inc.	United States	INDUSTRY RISK ASSESSMENT PROFILE	3545462	76/666809	9/29/2006	12/9/2008
Institutional Shareholder Services Inc.	United States	IRAP	3543967	76/666811	9/29/2006	12/9/2008
Institutional Shareholder Services Inc.	United States	M&A EDGE	3584058	77/247877	8/6/2007	3/3/2009
Institutional Shareholder Services Inc.	United States	QUICKSCORE	3374678	76/666807	9/29/2006	1/29/2008
Institutional Shareholder Services Inc.	United States	VOTING ANALYTICS	3064581	76/624652	12/20/2004	2/28/2006
KLD Research and Analytics, Inc.	United States	KLD	3173821	78/773450	12/14/2005	11/21/2006
KLD Research and Analytics, Inc.	United States	PASS	2754028	76/334506	11/5/2001	8/19/2003

**Schedule C to the  
Intellectual Property Security Agreement**

**COPYRIGHTS**

<b>Title</b>	<b>Country</b>	<b>Owner</b>	<b>Application No./ Registration No.</b>
The ISS Proxy Voting Manual	United States	Institutional Shareholder Services Inc.	TXu698362
Power and Accountability	United States	Institutional Shareholder Services Inc.	TX3128618
Return is Only half the Equation: a Practical Risk management Guide for Individual Investors	United States	RiskMetrics Solutions, Inc.	TX5220580
RiskGrades Technical Document	United States	RiskMetrics Solutions, Inc.	TX5245485
RiskGrade Your Investments: Measure Your Risk and Create Wealth	United States	RiskMetrics Group, Inc.	TX5691167