

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Accuity Inc. Trademark Sec. Agmt

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accuity, Inc.		01/24/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc. as Collateral Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3164959	ACCUITY
Registration Number:	3167944	ACCUITY INSIGHTFUL SOLUTIONS FOR SOUND TRANSACTIONS
Registration Number:	3012326	ASSET SECURITIZATION DIRECTORY
Registration Number:	3025780	ASSET SECURITIZATION DIRECTORY
Registration Number:	3003475	FACFILE
Registration Number:	1851372	FACS
Registration Number:	2801556	GLOBAL WATCHLIST
Registration Number:	3671629	GLOBAL WATCHLIST
Registration Number:	1697183	KENTUCKY FINANCIAL INSTITUTIONS DIRECTORY
Registration Number:	1697180	LOUISIANA FINANCIAL DIRECTORY
Registration Number:	2093764	THE WIRE TRANSFER CONTROL SYSTEM

CORRESPONDENCE DATA

Fax Number: (202)756-9299

900184789

**TRADEMARK
 REEL: 004485 FRAME: 0408**

OP \$290.00 3164959

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-701-3345
Email: david.adams@thomsonreuters.com
Correspondent Name: James P Murphy, Legal Assistant
Address Line 1: 80 Pine St
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams thomsonreuters/
Date:	02/23/2011
Total Attachments: 6 source=Accuity Trademark#page2.tif source=Accuity Trademark#page3.tif source=Accuity Trademark#page4.tif source=Accuity Trademark#page5.tif source=Accuity Trademark#page6.tif source=Accuity Trademark#page7.tif	

ACCUITY TRADEMARK SECURITY AGREEMENT

ACCUITY TRADEMARK SECURITY AGREEMENT, dated as of January 24, 2011, by ACCUITY INC., a Delaware corporation (“Pledgor”), in favor of CITICORP USA, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgor is party to the Accuity Security Agreement of even date herewith (the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this 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, the 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. The 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 the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill connected with the use of and symbolized by such Trademarks;

and

- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the 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 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.

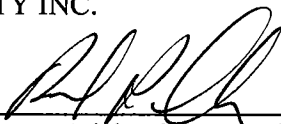
SECTION 4. Termination. Upon the repayment in full of all Obligations (other than contingent indemnification obligations), under the Credit Agreement, the termination of all Commitments thereunder and the return or cash collateralization of all Letters of Credit under the Credit Agreement on terms satisfactory to the Collateral Agent, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

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

Very truly yours,

ACCUITY INC.

By: 
Name: Richard Antoneck
Title: Chief Financial Officer

[Signature Page to Accuity Trademark Security Agreement]

TRADEMARK
REEL: 004485 FRAME: 0412

Accepted and Agreed:

CITICORP USA, INC.,
as Collateral Agent

By: Matthew S. Burke
Name: Matthew S. Burke
Title: Vice President

[Signature Page to Accuity Trademark Security Agreement]

TRADEMARK
REEL: 004485 FRAME: 0413

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses

REGISTERED AND PENDING DOMESTIC AND INTERNATIONAL TRADEMARKS

Trademark	Reg. No.	Country	Owner
ACCUTY	1,071,266	Australia	Accuity LLC Renewal due 8/22/2015
ACCUTY	3,164,959	U.S.	Accuity LLC Decl. of Use due 10/31/2012
ACCUTY	4,603,452	European Community	Accuity LLC Renewal due 8/24/2015
ACCUTY INSIGHTFUL SOLUTIONS FOR SOUND TRANSACTIONS	1,071,262	Australia	Accuity LLC Renewal due 8/22/2015
ACCUTY INSIGHTFUL SOLUTIONS FOR SOUND TRANSACTIONS	4,603,684	European Community	Accuity LLC Renewal due 8/24/2015
ACCUTY INSIGHTFUL SOLUTIONS FOR SOUND TRANSACTIONS	3,167,944	U.S.	Accuity LLC Decl. of Use due 11/7/2012
ASSET SECURITIZATION DIREC- TORY	3,012,326 (Supplemental Register)	U.S.	Accuity LLC Decl. of Use due 11/1/2011
ASSET SECURITIZATION DIREC- TORY	3,025,780	U.S.	Accuity LLC Decl. of Use due 12/13/2011
FACFILE	3,003,475	U.S.	Accuity LLC Decl. of Use due 10/4/2011
FACS	1,851,372	U.S.	Accuity LLC Renewal due 8/30/2014
GLOBAL WATCHLIST	2,801,556 (Supplemental Register)	U.S.	Accuity LLC Renewal due 12/30/2013
GLOBAL WATCHLIST	3,671,629	U.S.	Accuity LLC Decl. of Use due 8/25/2015

Trademark	Reg. No.	Country	Owner
KENTUCKY FINANCIAL INSTITUTIONS DIRECTORY	1,697,183 (Supplemental Register)	U.S.	Accuity LLC Renewal due 6/23/2012 No assignment from McFadden Business Publications, Inc. to Thomson Financial Publishing Inc.
LOUISIANA FINANCIAL DIRECTORY	1,697,180 (Supplemental Register)	U.S.	Accuity LLC Renewal due 6/23/2012
THE WIRE TRANSFER CONTROL SYSTEM (WTC)	2,093,764 (Supplemental Register)	U.S.	Accuity LLC Renewal due 9/2/2017