

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Market Strategies, Inc.		05/02/2013	CORPORATION: MICHIGAN
VSS-MSI Holdings LLC		05/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
Cogent Research, LLC		05/02/2013	LIMITED LIABILITY COMPANY: MASSACHUSETTS
Market Strategies Qualitative, LLC		05/02/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
<b>Name:</b>	The PrivateBank and Trust Company, as Administrative Agent
<b>Street Address:</b>	120 S. LaSalle
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	2809961	MARKET STRATEGIES
Registration Number:	2631306	MSIMPACT MODELING
Registration Number:	2884013	MSINNOVATION
Registration Number:	3284879	MSPOSITIONING
Registration Number:	3060800	COGENT RESEARCH
Registration Number:	3856098	ADVISOR BRANDSCAPE
Registration Number:	3856099	INVESTOR BRANDSCAPE
Registration Number:	3856100	RETIREMENT PLANSCAPE

CORRESPONDENCE DATA

OP \$215.00 2809961

Fax Number: 7346231625

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (734) 623-1678

Email: nhudge@dickinsonwright.com

Correspondent Name: Nora Hudge, Paralegal

Address Line 1: Dickinson Wright PLLC

Address Line 2: 350 South Main Street, Suite 300

Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	48048-27
NAME OF SUBMITTER:	Nora Hudge, Paralegal
Signature:	/Nora Hudge/
Date:	05/22/2013

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of May 2, 2013 (this "Agreement") is entered into by **MARKET STRATEGIES, INC.**, a Michigan corporation (the "Company"), **VSS-MSI HOLDINGS LLC**, a Delaware limited liability company, **COGENT RESEARCH, LLC**, a Massachusetts limited liability company, and **MARKET STRATEGIES QUALITATIVE, LLC**, a Delaware limited liability company (collectively, including the Company, the "Grantors"), in favor of **THE PRIVATEBANK AND TRUST COMPANY**, as administrative agent for itself, all Lenders party to the Credit Agreement (as hereafter defined) and (to the extent set forth in the Collateral Agreement (as hereafter defined)) certain Affiliates of the Lenders (in such capacity, the "Agent").

The Company, the other Loan Parties party thereto, the Lenders, and the Agent have entered into a Credit Agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to extend credit to the Company.

In connection with the Credit Agreement, the Grantors and the Agent have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which certain Obligations owed to the Lenders are guaranteed and secured.

Pursuant to the terms of the Collateral Agreement, the Grantors have pledged, assigned and granted to the Agent a first-priority security interest (subject only to Permitted Liens) in substantially all of the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), all Trademark Licenses (as defined in the Collateral Agreement), and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Collateral Agreement).

Pursuant to the terms of the Collateral Agreement, the Grantors are required to execute and deliver to the Agent this Agreement.

In consideration of the premises and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents, the Grantors hereby grant to the Agent a continuing security interest in all of each Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of any Grantor (including any trade name or derivations thereof):


- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in **Schedule 1** attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on **Schedule 1** attached hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in **Schedule 1** attached hereto, any trademark issued pursuant to a trademark application referred to in **Schedule 1** and any trademark licensed under any trademark license listed on **Schedule 1** attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Collateral Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Collateral Agreement. Grantors acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first above written.


**MARKET STRATEGIES, INC.**  
as a Grantor

By:   
Title: Philip Giroux, Chief Financial Officer

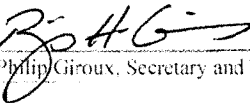
**VSS-MSI HOLDINGS LLC**  
as a Grantor

By: \_\_\_\_\_  
Title: Andrew Morrison, Chief Executive Officer

**COGENT RESEARCH, LLC**  
as a Grantor

By:   
Title: Philip Giroux, Secretary and Treasurer

**MARKET STRATEGIES QUALITATIVE, LLC**  
as a Grantor

By:   
Title: Philip Giroux, Secretary and Treasurer

Acknowledged and agreed:

**THE PRIVATEBANK AND TRUST COMPANY**


By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first above written.

**MARKET STRATEGIES, INC.**  
as a Grantor

By: \_\_\_\_\_  
Title: Philip Giroux, Chief Financial Officer

**VSS-MSI HOLDINGS LLC**  
as a Grantor

By:   
Title: Andrew Morrison, Chief Executive Officer

**COGENT RESEARCH, LLC**  
as a Grantor

By: \_\_\_\_\_  
Title: Philip Giroux, Secretary and Treasurer

**MARKET STRATEGIES QUALITATIVE, LLC**  
as a Grantor

By: \_\_\_\_\_  
Title: Philip Giroux, Secretary and Treasurer

Acknowledged and agreed:

**THE PRIVATEBANK AND TRUST COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_



**SCHEDULE 1**

**TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES**

<b>Grantor</b>	<b>Trademark or Trademark Application</b>	<b>Trademark Application Number</b>	<b>Trademark Application Filing Date</b>	<b>Trademark Registration Number</b>	<b>Date of Registration</b>
Market Strategies, Inc.	Market Strategies	76446260	2,809,961	9/3/2002	2/3/2004
Market Strategies, Inc.	MSImpact Modeling	76327621	2,631,306	10/22/2001	10/8/2002
Market Strategies, Inc.	MSInnovation	76559617	2,884,013	11/12/2003	9/14/2004
Market Strategies, Inc.	MSPositioning	77043851	3,284,879	11/14/2006	8/28/2007
Cogent Research, LLC	Cogent Research	78025840	3,060,800	9/14/2000	2/21/2006
Cogent Research, LLC	Advisor Brandscape	77924062	3,856,098	1/29/2010	10/5/2010
Cogent Research, LLC	Investor Brandscape	77924072	3,856,099	1/29/2010	10/5/2010
Cogent Research, LLC	Retirement Planscape	77924078	3,856,100	1/29/2010	10/5/2010