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
The Corporate Executive Board Company		08/16/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as collateral agent
Street Address:	100 N. Tryon St.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	banking association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85731796	CHALLENGER
Serial Number:	85772895	INSIGHT SELLING
Serial Number:	85932614	CEB IT ROADMAP BUILDER
Serial Number:	85747167	CHALLENGER SELLING: TAKING CONTROL OF TH
Serial Number:	85747179	CEB WHAT THE BEST COMPANIES DO
Serial Number:	85922535	CEB CHALLENGER OPPORTUNITY MANAGER

CH $165.00 85731796

CORRESPONDENCE DATA

Fax Number: 3128622200

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

Phone: 312-862-2000
Email: donna.gasiorowski@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 300 North LaSalle Street
Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.

Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	10024-35 DRG
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/DONNA GASIOROWSKI/
Date:	08/22/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2013, is made by **The Corporate Executive Board Company**, ("Grantor"), in favor of **Bank of America, N.A.**, as collateral agent, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement listed below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of July 2, 2012, (as amended and restated on July 18, 2012 and as further amended and restated on August 1, 2012 and as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the Collateral Agent, and Bank of America as L/C Issuer and swing line lender (in such capacity, the "Swing Line Lender", collectively, the "Lenders" and, together with the Collateral Agent, the "Secured Parties"), the Lenders have agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Collateral Agent (the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor, hereby pledges to the Collateral Agent for the benefit of the Secured Parties, and 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, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those listed on Schedule 1 hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

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sue and recover at law or in equity for any past, present and future infringement or other violation thereof.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

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 each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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 of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate with respect to all Obligations upon the termination of the Aggregate Commitments and payment in full of all Obligations (other than (x) obligations under Secured Hedge Agreements not yet due and payable, (y) Cash Management Obligations not yet due and payable and (z) contingent indemnification obligations not yet accrued and payable), the expiration or termination of all Letters of Credit and any other obligation (including a guarantee that is contingent in nature)). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

Section 5. Counterparts. This Trademark 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor 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,

THE CORPORATE EXECUTIVE BOARD COMPANY
as Grantor

By: _____
Name: Barron Anschutz
Title: Executive Director, Corporate Controller

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Collateral Agent

By: _____
Name: Maurice Washington
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

Mark	Country	Status	Reg/ App No.	Reg/ App Date	Owner
CHALLENGER	United States	Pending	85/731796	09/18/2012	The Corporate Executive Board Company
INSIGHT SELLING	United States	Pending	85/772895	11/06/2012	The Corporate Executive Board Company
CEB IT ROADMAP BUILDER	United States	Pending	85/932614	05/15/2013	The Corporate Executive Board Company
CHALLENGER SELLING: TAKING CONTROL OF THE CUSTOMER CONVERSATION	United States	Pending	85/747167	10/05/2012	The Corporate Executive Board Company
CEB WHAT THE BEST COMPANIES DO & DESIGN CEB WHAT THE BEST COMPANIES DO	United States	Pending	85/747179	10/05/2012	The Corporate Executive Board Company
CEB CHALLENGER OPPORTUNITY MANAGER	United States	Pending	85/922535	05/03/2013	The Corporate Executive Board Company