

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
IRI HOLDINGS, INC.		09/30/2013	CORPORATION: DELAWARE
INFORMATION RESOURCES, INC.		09/30/2013	CORPORATION: DELAWARE
INFORMATION RESOURCES DHC, INC.		09/30/2013	CORPORATION: DELAWARE
INFOSCAN ITALY HOLDINGS, INC.		09/30/2013	CORPORATION: DELAWARE
IRI FRENCH HOLDINGS, INC.		09/30/2013	CORPORATION: DELAWARE
IRI GREEK HOLDINGS, INC.		09/30/2013	CORPORATION: DELAWARE
IRI ISG, INC.		09/30/2013	CORPORATION: DELAWARE
IRI ITALY HOLDINGS, INC.		09/30/2013	CORPORATION: DELAWARE
FRESHLOOK MARKETING GROUP, LLC		09/30/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	101 South Tryon Street
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4399558	INFOSCAN

CORRESPONDENCE DATA

Fax Number: 6508385109
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$40.00 4399558

Phone: 650-838-3743
Email: JLIK@SHEARMAN.COM
Correspondent Name: BENJAMIN PETERSEN
Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	37051/13
NAME OF SUBMITTER:	BENJAMIN PETERSEN
Signature:	/BENJAMIN PETERSEN/
Date:	10/04/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2013 (this "Agreement"), among IRI HOLDINGS, INC., a Delaware corporation ("Holdings"), Information Resources, Inc., a Delaware corporation (the "Borrower") and each Subsidiary of the Borrower party hereto, and BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of September 30, 2013 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Subsidiaries of the Borrower party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of September 30, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Holdings, the Borrower, the Lenders party thereto and Bank of America, N.A., as Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(c) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, each Grantor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, in the United States, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule I (collectively, "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern (and for the avoidance of doubt, Excluded Assets shall not be part of the Trademark Collateral).

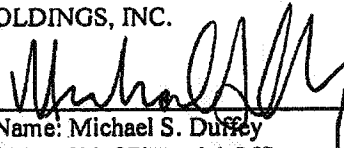
SECTION 4. Applicable Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract.

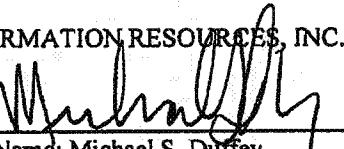
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IRI HOLDINGS, INC.

By: 
Name: Michael S. Duffey
Title: Chief Financial Officer

INFORMATION RESOURCES, INC.

By: 
Name: Michael S. Duffey
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

INFORMATION RESOURCES DHC, INC.
INFOSCAN ITALY HOLDINGS, INC.
IRI FRENCH HOLDINGS, INC.
IRI GREEK HOLDINGS, INC.
IRI ISG, INC.
IRI ITALY HOLDINGS, INC.

By: 

Name: Michael S. Duffey
Title: President

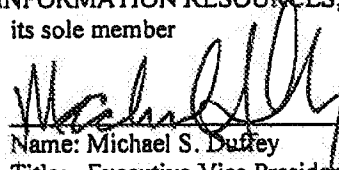
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FRESHLOOK MARKETING GROUP, LLC

By: INFORMATION RESOURCES, INC.
its sole member

By:



Name: Michael S. Duffey

Title: Executive Vice President and Chief
Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005125 FRAME: 0984

BANK OF AMERICA, N.A., as
Administrative Agent,

By:



Name: Erik M. Truette
Title: AVP

[Signature Page to Trademark Security Agreement]

Schedule I

Trademarks and Trademark Applications

Trademark	Country	Serial Number	Reg. Number	Registered Owner
Infoscan ®	United States	85835420	4399558	Information Resources, Inc.