

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metrostudy, Inc.		12/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3907496	HOUSING INTELLIGENCEPRO	
Registration Number:	3028431	RESIDENTIAL PRO	
Registration Number:	4124047	RESIDENTIAL REMODELING INDEX	
Registration Number:	3023590	U.S. HOUSING MARKETS	
Registration Number:	4404921	U.S. POOL MARKET REPORTS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-530		

CH \$140.00 3907496

NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	02/26/2014
Total Attachments: 4 source=HW - Amendment to Trademark Security Agreement (Metrostudy) (Dec 2012) (Executed)#page1.tif source=HW - Amendment to Trademark Security Agreement (Metrostudy) (Dec 2012) (Executed)#page2.tif source=HW - Amendment to Trademark Security Agreement (Metrostudy) (Dec 2012) (Executed)#page3.tif source=HW - Amendment to Trademark Security Agreement (Metrostudy) (Dec 2012) (Executed)#page4.tif	

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") dated as of December 31, 2013, is delivered by Hanley-Wood, LLC, a Delaware limited liability company ("Grantor") and Metrostudy, Inc., a Delaware corporation ("Metrostudy") in favor of General Electric Capital Corporation, as agent for the Secured Parties ("Agent") in connection with the Security Agreement described below.

R E C I T A L S:

WHEREAS, Grantor is indebted to Agent and the Secured Parties pursuant to that certain Guaranty and Security Agreement dated as of December 27, 2012 (as amended, restated, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Grantor and Agent are party to that certain Trademark Security Agreement dated as of December 27, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"), recorded on December 28, 2012, as Reel/Frame 4927/0850 with the U.S. Patent and Trademark Office; and

WHEREAS, pursuant to a United States Trademark Assignment dated December 31, 2013, Grantor concurrently assigns its right, title and interest in and to the trademarks on the attached Schedule A to Metrostudy, and

WHEREAS, Grantor and Metrostudy acknowledge that the transfer of the trademarks on Schedule A does not interrupt the security interest in said marks, and desire to confirm the same in writing.

NOW, THEREFORE, the parties hereto agree for good and valuable consideration to amend the Trademark Agreement as follows:

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

Section 2. Uninterrupted Security Interest. Grantor and Metrostudy represent and warrant to Agent as of the date hereof that, except as expressly set forth herein, nothing contained in this Amendment shall (A) amend, modify or alter any term or condition of the Trademark Agreement; or (B) diminish, prejudice or waive Agent or any Secured Party's rights and remedies under the Trademark Agreement, and Agent hereby reserves all of such rights and remedies.

Section 3. Security Agreement. The security interest confirmed in this Amendment is pursuant to the Security Agreement, and Grantor and Metrostudy hereby acknowledge and agree 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Moreover, Metrostudy expressly agrees to be bound by all terms and conditions of the Security Agreement, the Trademark Agreement, and this Amendment.

Section 4. Remaining Liability. Metrostudy hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks subject to a security interest hereunder.

Section 5. Transfer. Grantor acknowledges that it is entering into this Amendment in light of the concurrent transfer of the marks listed on Schedule A.


Section 6. Counterparts. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing and delivering one or more counterparts.

Section 7. Governing Law. This Amendment shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles.


[signature page to follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the date first written above.

HANLEY-WOOD, LLC

By: 
Name: _____
Title: _____

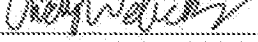
METROSTUDY, INC.

By: 
Name: _____
Title: _____

[Amendment to Trademark Security Agreement dated 12/27/12]

Accepted and Agreed:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: ANDY WELICKY
Title: Duly Authorized Signatory

[Amendment to Trademark Security Agreement dated 12/27/12]

TRADEMARK
REEL: 005224 FRAME: 0809

SCHEDULE A
TRADEMARKS
REGISTRATIONS

Trademark Name	Country	Reg. No./ Reg. Date
HOUSING INTELLIGENCEPRO FIRST USE: 04-01-2010	United States	3907496 18-Jan-2011
RESIDENTIAL PRO FIRST USE: 00-00-1995	United States	3028431 13-Dec-2005
RESIDENTIAL REMODELING INDEX FIRST USE: 01-00-2010	United States	4124047 10-Apr-2012
U.S. HOUSING MARKETS FIRST USE: 12-31-1960	United States	3023590 06-Dec-2005
U.S. POOL MARKET REPORTS	United States	4404921 17-Sep-2013

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