

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298576

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chesapeake Research Review, LLC		03/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4459074	IRB-READY	
<b>Registration Number:</b>	4280864	GOODWYN RESEARCH INSTITUTE	
<b>Registration Number:</b>	3856661	GOODWYN IRB	
<b>Registration Number:</b>	4168357	GOODWYN RESEARCH TRUST	
<b>Registration Number:</b>	4075696	GOODWYN RESEARCH TRUST	
<b>Registration Number:</b>	4129936	GOODWYN UNIVERSITY	
<b>Registration Number:</b>	4071723	WE DON'T COMPETE. WE LEAD.	
<b>Registration Number:</b>	4071724	EXCELLENCE. EVERY TIME.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	214338-93		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		

CH \$215.00 4459074

<b>SIGNATURE:</b>	/Oscar Ruiz/
<b>DATE SIGNED:</b>	03/19/2014
<b>Total Attachments: 5</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of this 18<sup>th</sup> day of March, 2014, by CHESAPEAKE RESEARCH REVIEW, LLC, a Delaware limited liability company (“**Grantor**”), in favor of MADISON CAPITAL FUNDING, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

### W I T N E S S E T H

WHEREAS, Grantor, the financial institutions party thereto from time to time as Lenders and Grantee have entered into that certain Credit Agreement dated as of December 31, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and the other Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Representations and Warranties of the Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types

of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois without regard to conflicts of laws principles.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**CHESAPEAKE RESEARCH REVIEW, LLC**


By:   
Name: Dr. Felix A. Khin-Maung-Gyi  
Title: CEO

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005239 FRAME: 0946**

Agreed and Accepted  
As of the Date First Written Above:

**MADISON CAPITAL FUNDING, LLC,**  
as Agent

By:   
Name: Faraaz Kamran  
Title: Managing Director

**Schedule A**

**Trademark Registrations**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
IRB-READY	Reg. No. 4459074	December 31, 2013
GOODWYN RESEARCH INSTITUTE	Reg. No. 4280864	January 22, 2013
GOODWYN IRB	Reg. No. 3856661	October 5, 2010
GOODWYN RESEARCH TRUST	Reg. No. 4168357	July 3, 2012
GOODWYN RESEARCH TRUST	Reg. No. 4075696	December 27, 2011
GOODWYN UNIVERSITY	Reg. No. 4129936	April 17, 2012
WE DON'T COMPETE. WE LEAD.	Reg. No. 4071723	December 13, 2011
EXCELLENCE. EVERY TIME.	Reg. No. 4071724	December 13, 2011

**Trademark Applications**

<b>Trademark Application</b>	<b>Application Number</b>	<b>Application Date</b>
GOODWYN RESEARCH INSTITUTE <sup>1</sup>	85122143	September 2, 2010

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<sup>1</sup> Note, this trademark application is currently "intent to use" status.