

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INSTITUTIONAL SHAREHOLDER SERVICES INC.		04/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
Street Address:	201 MERRITT 7		
City:	NORWALK		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2762403	CGQ	
Registration Number:	3081217	GOVERNANCE ANALYTICS	
Registration Number:	3589294	GOVERNANCE EXCHANGE	
Registration Number:	3584058	M&A EDGE	
Registration Number:	3374678	QUICKSCORE	
Registration Number:	4213275	VOTING ANALYTICS	
Registration Number:	3064581	VOTING ANALYTICS	
Serial Number:	86226692	QUICKSCORE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	025646-0752		
NAME OF SUBMITTER:	KRISTIN J. AZCONA		
TRADEMARK			

OP \$215.00 2762403

SIGNATURE:	/KJA/
DATE SIGNED:	05/01/2014
Total Attachments: 5 source=Huckleberry - First Lien Trademark Security Agreement (Executed)#page1.tif source=Huckleberry - First Lien Trademark Security Agreement (Executed)#page2.tif source=Huckleberry - First Lien Trademark Security Agreement (Executed)#page3.tif source=Huckleberry - First Lien Trademark Security Agreement (Executed)#page4.tif source=Huckleberry - First Lien Trademark Security Agreement (Executed)#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of April 30, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of the date hereof, in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) 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 sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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]

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.

INSTITUTIONAL SHAREHOLDER
SERVICES INC., as Grantor

By: 
Name: Gary Retelny
Title: President

ACKNOWLEDGMENT OF GRANTOR

State of NY)

County of N.Y.)

ss.

On this 20 day of April, 2014 before me personally appeared Gary Retelny proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Institutional Shareholder Services Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

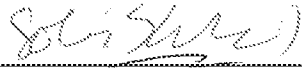

Notary Public

ROBIN ASSA
NOTARY PUBLIC, State of New York
No. 01A56166570
Qualified in Kings County
Commission Expires May 21, 2015

[Signature Page to First Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Sobia Khaliq
Title: Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005272 FRAME: 0520

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Country	Trademark	Date Filed	Serial #	Reg. Date	Reg. #	Record Owner
United States	CGQ	6/20/2001	76/274024	9/9/2003	2762403	Institutional Shareholder Services Inc.
United States	GOVERNANCE ANALYTICS	5/28/2004	76/594796	4/18/2006	3081217	Institutional Shareholder Services Inc.
United States	GOVERNANCE EXCHANGE	8/22/2007	77/261398	3/10/2009	3589294	Institutional Shareholder Services Inc.
United States	M&A EDGE	8/6/2007	77/247877	3/3/2009	3584058	Institutional Shareholder Services Inc.
United States	QUICKSCORE	9/29/2006	76/666807	1/29/2008	3374678	Institutional Shareholder Services Inc.
United States	VOTING ANALYTICS	1/26/2012	85/525631	9/25/2012	4213275	Institutional Shareholder Services Inc.
United States	VOTING ANALYTICS	12/20/2004	76/624652	2/28/2006	3064581	Institutional Shareholder Services Inc.

2. TRADEMARK APPLICATIONS

Country	Trademark	Date Filed	Serial #	Reg. Date	Reg. #	Record Owner
United States	QUICKSCORE	3/20/2014	86/226692	N/A	N/A	Institutional Shareholder Services Inc.