

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311994

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|---|---|--------------------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AGDATA, L.P. | | 07/23/2014 | LIMITED PARTNERSHIP: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | NEW MOUNTAIN FINANCE HOLDINGS, L.L.C. (AS COLLATERAL AGENT) | | |
| Street Address: | 787 Seventh Avenue, 49th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4136269 | AGCELERATE | |
| Registration Number: | 2088657 | AGDATA | |
| Registration Number: | 2487292 | AGKNOWLEDGE | |
| Registration Number: | 4236829 | CULTIVATING INSIGHT | |
| Registration Number: | 3610702 | DATA DIMENSIONS | |
| Registration Number: | 4236934 | | |
| Registration Number: | 4068556 | | |
| Registration Number: | 4052098 | DIRECTIONS RESEARCH | |
| Registration Number: | 3083571 | ETRAFX | |
| Registration Number: | 4061378 | YOUR SPACE IN THE MARKET PLACE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9735972400 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 9735972500 | | |
| Email: | lstrademark@lowenstein.com | | |
| Correspondent Name: | Vanessa A. Ignacio, Esq. | | |
| Address Line 1: | Lowenstein Sandler LLP | | |
| Address Line 2: | 65 Livingston Avenue | | |
| Address Line 4: | Roseland, NEW JERSEY 07068-1791 | | |

CH \$265.00 4136269

| | |
|--------------------------------|--------------------------|
| ATTORNEY DOCKET NUMBER: | 25721.85 |
| NAME OF SUBMITTER: | Vanessa A. Ignacio, Esq. |
| SIGNATURE: | /Vanessa A. Ignacio/ |
| DATE SIGNED: | 07/24/2014 |

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of July 23, 2014 (this "Trademark Security Agreement"), is made by the Pledgor signatory hereto, in favor of New Mountain Finance Holdings, L.L.C., in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of July 23, 2014 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among AgKnowledge Holdings Company, Inc., a Delaware corporation (the "Borrower"), Demeter Holding Company, LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is a party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 the Pledgor hereby acknowledges and affirms 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 that any

provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 8. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement are, pursuant to the provisions of the Intercreditor Agreement, expressly subject and subordinate to the liens and security interests granted in favor of the First Lien Creditors (as defined in the Intercreditor Agreement), including liens and security interests granted to the First Lien Collateral Agent pursuant to or in connection with the First Lien Credit Agreement and (ii) the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR

AGDATA, L.P.

By: Charles R. Bettison
Name: Charles R. Bettison
Title: Chief Executive Officer

Second Lien Trademark Security Agreement

TRADEMARK
REEL: 005330 FRAME: 0791

Accepted and Agreed:

**NEW MOUNTAIN FINANCE
HOLDINGS, L.L.C.,
as Collateral Agent**

By: 

Name: **Robert A. Hamwee**
Title: **Chief Executive Officer,
President and Director**


Second Lien Trademark Security Agreement

TRADEMARK
REEL: 005330 FRAME: 0792

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

| OWNER | REGISTRATION NUMBER | TITLE |
|--------------|---------------------|--|
| AGDATA, L.P. | 4136269 | AGCELERATE |
| AGDATA, L.P. | 2088657 | AGDATA |
| AGDATA, L.P. | 2487292 | AGKNOWLEDGE |
| AGDATA, L.P. | 4236829 | CULTIVATING INSIGHT |
| AGDATA, L.P. | 3610702 | DATA DIMENSIONS |
| AGDATA, L.P. | 4236934 | Design Only  |
| AGDATA, L.P. | 4068556 | Design Only  |
| AGDATA, L.P. | 4052098 | DIRECTIONS RESEARCH |
| AGDATA, L.P. | 3083571 | ETRAFX |
| AGDATA, L.P. | 4061378 | YOUR SPACE IN THE MARKET PLACE |