

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316586

<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>
Radius GMR, LLC		09/04/2014	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Firsttrust Savings Bank		
<b>Street Address:</b>	15 E. Ridge Pike		
<b>City:</b>	Conshohocken		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428		
<b>Entity Type:</b>	Banking Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4033154	RADIUS GLOBAL MARKET RESEARCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159727677		
<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>			
<b>Phone:</b>	215-751-2622		
<b>Email:</b>	trademarks@schnader.com		
<b>Correspondent Name:</b>	James R. Meyer		
<b>Address Line 1:</b>	Schnader Harrison Segal & Lewis LLP		
<b>Address Line 2:</b>	1600 Market Street, Suite 3600		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	2040196-0237		
<b>NAME OF SUBMITTER:</b>	Kimberly Bittinger		
<b>SIGNATURE:</b>	/KIMBERLY BITTINGER/		
<b>DATE SIGNED:</b>	09/10/2014		
<b>Total Attachments: 4</b>			
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TRADEMARK

## CONFIRMATION OF IP SECURITY AGREEMENT

CONFIRMATION OF IP SECURITY AGREEMENT (this "Confirmation") is made as of as September 4<sup>th</sup>, 2014 by RADIUS GMR, LLC, a New York limited liability company ("Pledgor"), in favor FIRSTRUST SAVINGS BANK, a Pennsylvania Banking Corporation ("Lender").

### BACKGROUND

Pledgor, together with its subsidiaries, Radius Europe, LLC, Profile Marketing Research, Inc., and Probit Research, Inc. (collectively, the "Borrowers"), and Lender are parties to: (i) a Loan and Security Agreement dated as of July 7, 2014, pursuant to which Lender agreed to extend to the Borrowers a Revolving Credit Facility for working capital purposes (the "Loan Agreement"); and (ii) an IP Security Agreement made and entered into as of even date herewith (the "IP Security Agreement", and together with the Loan Agreement, collectively, the "Security Documents", and together with all other documents, instruments and agreements executed and/or delivered in connection therewith evidencing and securing the Obligations of the Borrowers thereunder, collectively, the "Loan Documents"). All initially capitalized terms used herein and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Loan Documents Agreement.

Pursuant to the Security Documents, Pledgor granted to Lender a security interest in Pledgor's assets including, but not limited to, General Intangibles of the Pledgor including Borrowers' Intellectual Property, as security for the payment and performance when due of each of the present and future Obligations of the Pledgor under Loan Documents. The terms of the IP Security Agreement are incorporated herein by reference and are confirmed hereby. To the extent of in inconsistency in the provisions this Confirmation and the IP Security Agreement the provisions of the IP Security Agreement shall control.

SECTION 1. Incorporation of Background. The information in the Background hereof is true, correct and complete in all material respects and is incorporated in this Confirmation by reference.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, Pledgor hereby pledges and grants to the Lender for the benefit of Lender, a first perfected lien on, and security interest in, and to all of such Pledgor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

- (a) all Trademarks listed on Schedule I attached hereto. "Trademarks" shall mean (i) all trademarks, trade names, organizational names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof;
- (b) all Trademark Licenses listed on Schedule I attached hereto. "Trademark Licenses" shall mean any agreement, whether written or oral, providing for the grant by or to any Pledgor of any right to use any Trademark;
- (c) all goodwill associated with such Trademarks; and
- (d) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Confirmation is granted in conjunction with the security interest granted to the Lender pursuant to the IP Security Agreement and Pledgor hereby acknowledges, affirms and agrees that the rights and remedies of the Lender with respect to the security interest in the Pledged Trademark Collateral made, granted and confirmed hereby are more fully set forth in the IP 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 Confirmation Agreement is deemed to conflict with the IP Security Agreement, the provisions of the IP Security Agreement shall control.

SECTION 4. Recording. It is intended that an electronic copy of this Confirmation as executed shall be forthwith filed with the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

Termination. The provisions of the IP Security Agreement shall apply with respect to the release of a security interest in any of the IP Collateral created pursuant to the IP Security Agreement.

SECTION 6. Counterparts. This Confirmation 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 Confirmation by signing and delivering one or more counterparts.

SECTION 7. GOVERNING LAW. THIS CONFIRMATION AND ANY CLAIMS, CONTROVERSIES, DISPUTES, OR CAUSES OF ACTION (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) BASED UPON OR RELATING TO THIS CONFIRMATION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned parties have executed this Confirmation as an instrument under seal as of the day and year first above written.

RADIUS GMR, LLC, a New York limited liability company

By:   
Chip Lister, Managing Member

PHDATA 4988177

**TRADEMARK**  
**REEL: 005360 FRAME: 0246**

**Schedule I**

**Pledged Trademark Collateral**

**Registered Owner of Trademark  
or Servicemark:**

Radius GMR, LLC

**Trademark:**

RADIUS GLOBAL MARKET RESEARCH &  
Design

**Registration No.**

4,033,154

**Date of Registration:**

October 4, 2011