

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marketing Research Services, Inc.		09/05/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Banking Corporation: FRANCE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3594570	MREXPRESS	
Registration Number:	3392660	CENSUS BALANCER	
Registration Number:	3343401	PROSELECT	
Registration Number:	3343404	CONCEPT HIGHLIGHTER	
Registration Number:	3232995	CONSELECT ONLINE CONCEPT TESTING SOLUTIO	
Registration Number:	4076788	SOCIALVIEW	
Registration Number:	3853001	ISHelf	
Registration Number:	4308832	GAMEOPTIMIZER	
CORRESPONDENCE DATA			
Fax Number:	2026638007		
<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:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, D.C. 20037		
ATTORNEY DOCKET NUMBER:	042802-0000174		
NAME OF SUBMITTER:	Patrick J. Jennings		

CH \$215.00 3594570

SIGNATURE:	/Pat Jennings/
DATE SIGNED:	09/12/2014
Total Attachments: 5 source=IP Sec Agreement - Marketing Research (EXECUTED)#page1.tif source=IP Sec Agreement - Marketing Research (EXECUTED)#page2.tif source=IP Sec Agreement - Marketing Research (EXECUTED)#page3.tif source=IP Sec Agreement - Marketing Research (EXECUTED)#page4.tif source=IP Sec Agreement - Marketing Research (EXECUTED)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of September 5, 2014 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the US Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain US Pledge and Security Agreement, dated as of September 5, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**US Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the US Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the US Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing (but excluding any *intent-to-use* trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto) including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.


Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the US Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the US Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the US Pledge and Security Agreement or the Credit Agreement, the provisions of the US Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

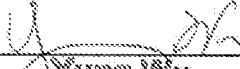
MARKETING RESEARCH SERVICES, INC.,
as a Grantor

By: 
Name: Simon Kodman
Title: Chief Executive Officer

[Intellectual Property Security Agreement (Trademarks)] 

TRADEMARK
REEL: 005361 FRAME: 0683

BNP PARIBAS, as Collateral Agent

By: 
Name: Yung Wu
Title: Vice President

By: 
Name: _____
Title: Peter Fritz
Vice President

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<u>Mark</u>	<u>Owner</u>	<u>App. No. Filing Date</u>	<u>Reg. No. Reg. Date</u>	<u>Status</u>
MREXPRESS	Marketing Research Services, Inc.	77/546773 8/14/2008	3594570 3/24/2009	Registered
CENSUS BALANCER	Marketing Research Services, Inc.	77/144518 3/30/2007	3392660 3/4/2008	Registered
PROSELECT	Marketing Research Services, Inc.	77/129194 3/13/2007	3343401 11/27/2007	Registered
CONCEPT HIGHLIGHTER	Marketing Research Services, Inc.	77/129236 3/13/2007	3343404 11/27/2007	Registered
CONSELECT ONLINE CONCEPT TESTING SOLUTION	Marketing Research Services, Inc.	78/879386 5/9/2006	3232995 4/24/2007	Registered
SOCIALVIEW	Marketing Research Services, Inc.	85/320613 5/13/2011	4076788 12/27/2011	Registered
ISHelf	Marketing Research Services, Inc.	77/934274 2/12/2010	3853001 9/28/2010	Registered
GAMEOPTIMIZER	Marketing Research Services, Inc.	85/691081 7/31/2012	4308832 3/26/13	Registered