

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dodge Data & Analytics LLC		10/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Association: DELAWARE		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	2218444	ARCHITECTURAL RECORD	
Registration Number:	4273196	BUILDSHARE	
Registration Number:	3376118	CONNECTING PEOPLE_PROJECTS_PRODUCTS	
Registration Number:	1976063	CONSTRUCTION OUTLOOK	
Registration Number:	3938094	CONSTRUCTION OUTLOOK	
Registration Number:	0876562	CONSTRUCTION WEEK	
Registration Number:	0275811	DAILY PACIFIC BUILDER	
Registration Number:	0941012	DODGE	
Serial Number:	86427532	DODGE DATA & ANALYTICS	
Serial Number:	86427537	DODGE DATA & ANALYTICS	
Serial Number:	86427542	DODGE DATA & ANALYTICS	
Serial Number:	86427547	DODGE DATA & ANALYTICS	
Serial Number:	86427550	DODGE DATA & ANALYTICS	
Serial Number:	86427551	DODGE DATA & ANALYTICS	
Registration Number:	2120977	DODGE DATALINE	
Registration Number:	4243334	DODGE BIDPRO	
Registration Number:	4452254	DODGE DOCUPRO	
Registration Number:	4376501	DODGE LEAD CENTER	
Registration Number:	2070375	DODGE MARKET LEADER	
TRADEMARK			

CH \$1265.00 2218444

Property Type	Number	Word Mark
Registration Number:	4515676	DODGE MARKETSHARE
Registration Number:	4467569	DODGE MOMENTUM INDEX
Registration Number:	0291900	DODGE REPORTS
Registration Number:	0560977	ENGINEERING NEWS-RECORD
Registration Number:	1448461	ENR
Registration Number:	3854011	EPROJECT LEAD MANAGER
Registration Number:	0975967	GREEN SHEET
Registration Number:	3286260	GREENSOURCE
Registration Number:	4004745	MARKET ANALYZER
Registration Number:	3648987	NAVIGATING OPPORTUNITIES
Registration Number:	3593768	NEW YORK CONSTRUCTION
Registration Number:	0515448	S
Registration Number:	1662042	S
Registration Number:	0686067	S
Registration Number:	4345600	SNAP
Registration Number:	3890272	SPECSHARE
Registration Number:	1618127	SWEET'S
Registration Number:	1006465	SWEET'S BUYLINE
Registration Number:	0988448	SWEET'S GUIDELINES
Registration Number:	0686066	SWEET'S
Registration Number:	1144985	THE DAILY JOURNAL
Registration Number:	3647525	THE TOP 400 CONTRACTORS
Registration Number:	3647522	THE TOP 500 DESIGN FIRMS
Registration Number:	3647532	THE TOP 600 SPECIALTY CONTRACTORS
Registration Number:	1902633	E NEWS
Serial Number:	85819733	DODGE BUILDSHARE
Serial Number:	85819265	DODGE CONSTRUCTION OUTLOOK
Serial Number:	85933575	DODGE DOCUPRO SYNC
Serial Number:	85819193	DODGE GLOBAL NETWORK
Serial Number:	85819732	DODGE NETWORK EXPRESS
Serial Number:	85933572	DODGE SYNC

CORRESPONDENCE DATA

Fax Number: 2129692900

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.

Phone: 2129693000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: Proskauer Rose LLP

TRADEMARK

REEL: 005399 FRAME: 0350

Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 11964-070

NAME OF SUBMITTER: Jenifer deWolf Paine

SIGNATURE: /Jenifer deWolf Paine/

DATE SIGNED: 11/11/2014

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“*Intellectual Property Security Agreement*”), dated as of October 31, 2014, is made by DODGE DATA & ANALYTICS LLC (as “*Grantor*” and “*Borrower*”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties pursuant to that certain Credit Agreement, dated as of October 31, 2014, as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, among Borrower, SKYLINE DATA, NEWS AND ANALYTICS LLC (“*Holdings*”), the Lenders (as defined in the Credit Agreement) and Collateral Agent (the “*Credit Agreement*”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

RECITALS

A. Pursuant to the Credit Agreement, Lenders have agreed to extend credit to the Borrower in the amounts and manner set forth in the Credit Agreement. Lenders are willing to extend such credit only upon the condition, among others, that Grantor grant to Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations (as defined in the Guarantee and Collateral Agreement).

B. Pursuant to the terms of that certain Guarantee and Collateral Agreement among Borrower, Holdings, Collateral Agent and other Subsidiaries of Holdings dated as of October 31, 2014 (the “*Guarantee and Collateral Agreement*”), Grantor has granted to Lenders a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Pledged Collateral (as defined in the Guarantee and Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants and pledges to Lenders a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Collateral Agent for its benefit and the benefit of the other Secured Parties under the Guarantee

and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by any Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, and shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY WITH RESPECT TO ANY COLLATERAL ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signatures on next pages]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers or managers thereunto duly authorized as of the first date written above.

GRANTOR:

DODGE DATA & ANALYTICS LLC

By: _____

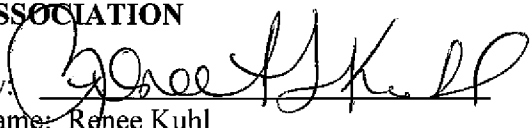
Name: Stephen Henkenmeier

Title: Manager

[Signature Page to Intellectual Property Security Agreement]

COLLATERAL AGENT:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**

By: 
Name: Renee Kuhl
Title: Vice President

By: _____

Title: _____

EXHIBIT A

Copyrights

U.S. Copyright Registrations

<u>Title</u>	<u>Reg. No</u>	<u>Author</u>
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None.

Pending U.S. Copyright Applications for Registration

<u>Title</u>	<u>Author</u>	<u>Class</u>	<u>Date Filed</u>
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None.

EXHIBIT B

Patents

U.S. Patents

<u>Grantor</u>	<u>Patent No.</u>	<u>Issue Date</u>
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None.

U.S. Patent Applications

<u>Grantor</u>	<u>Patent Application No.</u>	<u>Filing Date</u>
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None.

EXHIBIT C

Trademarks

U.S. Trademark Registrations

Grantor	Mark	Reg. Date	Serial No/Reg. No
Borrower	ARCHITECTURAL RECORD	19990119	2218444
Borrower	BUILDSHARE	20130408	4273196
Borrower	CONNECTING PEOPLE PROJECTS PRODUCTS	20080129	3376118
Borrower	CONSTRUCTION OUTLOOK	19960528	1976063
Borrower	CONSTRUCTION OUTLOOK	20110329	3938094
Borrower	CONSTRUCTION WEEK	19690909	876562
Borrower	DAILY PACIFIC BUILDER	19300930	275811
Borrower	DODGE	19720815	941012
Borrower	DODGE DATA & ANALYTICS	20141017	86427532
Borrower	DODGE DATA & ANALYTICS	20141017	86427537
Borrower	DODGE DATA & ANALYTICS	20141017	86427542
Borrower	DODGE DATA & ANALYTICS	20141017	86427547
Borrower	DODGE DATA & ANALYTICS	20141017	86427550
Borrower	DODGE DATA & ANALYTICS	20141017	86427551
Borrower	DODGE DATALINE	19971216	2120977
Borrower	DODGE DIBPRO	20121113	4243334
Borrower	DODGE DOCUPRO	20131217	4452254
Borrower	DODGE LEAD CENTER	20130730	4376501
Borrower	DODGE MARKET LEADER	19970610	2070375
Borrower	DODGE	20140415	4515676

	MARKETSHARE		
Borrower	DODGE MOMENTUM INDEX	20140114	4467569
Borrower	DODGE REPORTS	19320223	291900
Borrower	ENGINEERING NEWS-RECORD	19520701	560977
Borrower	ENR	19870721	1448461
Borrower	EPROJECT LEAD MANAGER	20100928	3854011
Borrower	GREEN SHEET	19740101	975967
Borrower	GREENSOURCE	20070828	3286260
Borrower	MARKET ANALYZER	20110802	4004745
Borrower	NAVIGATING OPPORTUNITIES	20090630	3648987
Borrower	NEW YORK CONSTRUCTION	20090324	3593768
Borrower	S DESIGN	19490920	515448
Borrower	S DESIGN	19911022	1662042
Borrower	S DESIGN	19590929	686067
Borrower	SNAP	20130604	4345600
Borrower	SPECSHARE	20101214	3890272
Borrower	SWEET'S	19901016	1618127
Borrower	SWEET'S BUYLINE	19750311	1006465
Borrower	SWEET'S BUYLINE	19740716	988448
Borrower	SWEETS	19590929	686066
Borrower	THE DAILY JOURNAL	19801230	1144985
Borrower	THE TOP 400 CONTRACTORS	20090630	3647525
Borrower	THE TOP 500 DESIGN FIRMS	20090630	3647522
Borrower	THE TOP 600 SPECIALTY CONTRACTORS	20090630	3647532

Borrower	E NEWS	19950704	1902633
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U.S. Trademark Applications

Grantor	Mark	Filing Date	Application No
Borrower	DODGE BUILDSHARE	20130110	85/819733
Borrower	DODGE CONSTRUCTION OUTLOOK	20130109	85/819265
Borrower	DODGE DOCUPRO SYNC	20130516	85/933575
Borrower	DODGE GLOBAL NETWORK	20130109	85/819193
Borrower	DODGE NETWORK EXPRESS	20130110	85/819732
Borrower	DODGE SYNC	20130516	85/933572

Foreign Trademark Registrations

Grantor	Country	Mark	Reg Date	Reg No
Borrower	BR	SWEET'S	19980407	811258262
Borrower	CA	BUILDSHARE	20131203	866568
Borrower	CA	DODGE BUILDSHARE	20130910	859823
Borrower	CA	DODGE BULLETIN	19711105	179302
Borrower	CA	DODGE LEAD CENTER	20130909	859501
Borrower	CA	DODGE MOMENTUM INDEX	20140311	873059
Borrower	CA	DODGE REPORTS	19711105	179303
Borrower	CA	S DESIGN	19660429	145019
Borrower	CA	SNAP	20130816	857854
Borrower	CA	SPECSHARE	20121109	836118
Borrower	CA	SWEET'S	19820625	270464

Borrower	CA	SWEETSOURCE	19941125	436390
Borrower	CH	DODGE BULLETIN	19890424	369449
Borrower	CH	DODGE REPORTS	19890424	369450
Borrower	CH	S DESIGN	19890425	369523
Borrower	CH	SWEETS	19890424	369451
Borrower	CN	ARCHITECTURAL RECORD	20090207	4102223
Borrower	CN	ARCHITECTURAL RECORD (CHINESE)	20090207	4102225
Borrower	CN	ENGINEERING NEWS-RECORD	20090207	4102222
Borrower	CN	ENGINEERING NEWS-RECORD	20090207	4102224
Borrower	CN	ENR	20070328	4102231
Borrower	CN	SWEET'S	20000607	1404577
Borrower	CN	SWEET'S	20000607	1406996
Borrower	CN	SWEET'S	20000714	1420344
Borrower	CN	SWEET'S	20070814	4122978
Borrower	CN	SWEET'S	20070407	4122979
Borrower	CTM	DODGE BULLETIN	20110110	9172453
Borrower	CTM	DODGE GLOBAL NETWORK	20130125	11478468
Borrower	CTM	DODGE REPORTS	20110110	9268178
Borrower	CTM	EXPERT LENS	20061117	4780672
Borrower	CTM	MARKET ANALYZER	20111031	9342429
Borrower	CTM	S DESIGN	20100419	9172552
Borrower	CTM	SPECSHARE	20110127	9315871
Borrower	CTM	SWEETS	20110110	9169103
Borrower	IT	DODGE BULLETIN	20100719	1317416
Borrower	IT	DODGE REPORTS	20100719	1317417
Borrower	JP	DODGE	19870616	1960094
Borrower	JP	SWEET'S	19870616	1960095

Borrower	TW	SWEET'S	19820516	179628
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Foreign Trademark Applications

Grantor	Country	Mark	Filing Date	Application No
Borrower	BR	DODGE GLOBAL NETWORK	20130111	840389078
Borrower	BR	DODGE GLOBAL NETWORK	20130111	840389094
Borrower	BR	DODGE GLOBAL NETWORK	20130111	840389108
Borrower	BR	DODGE GLOBAL NETWORK	20130111	840389060
Borrower	CA	DODGE BIDPRO	20111019	1548329
Borrower	CA	DODGE CONSTRUCTION OUTLOOK	20130109	1609169
Borrower	CA	DODGE DOCUPRO	20120816	1590414
Borrower	CA	DODGE GLOBAL NETWORK	20130109	1609170
Borrower	IN	DODGE GLOBAL NETWORK	20130111	2458760
Borrower	MX	ARCHITECTURAL RECORD	N/A	614100800102
Borrower	MX	ENR ENGINEERING NEWS- RECORD	20131129	1213114915
Borrower	ZA	DODGE	20131021	29340
Borrower	ZA	DODGE	20131021	29341
Borrower	ZA	DODGE	20131021	29342
Borrower	ZA	DODGE LOGO	20131021	29316
Borrower	ZA	DODGE LOGO	20131021	29317
Borrower	ZA	DODGE LOGO	20131021	29318