

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DATAGENCE, INC.		11/26/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ABRY SENIOR EQUITY II, L.P.		
Street Address:	c/o ABRY Partners, LLC		
Internal Address:	111 Huntington Avenue		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3276710	MYTOWNOFFERS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Attn Hayley Smith, Sr. Legal Assistant		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35173-174 (HS)		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		
DATE SIGNED:	12/04/2014		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Agreement*”) is entered into as of November 26, 2014 by and between **ABRY SENIOR EQUITY II, L.P.**, as Representative for the Lenders (the “*Representative*”), and **DATAGENCE, INC.**, a Delaware corporation (“*Grantor*”).

RECITALS

A. Pursuant to that certain Note Purchase Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “*Note Purchase Agreement*”; capitalized terms used herein but not otherwise defined shall have the meanings given to such terms in the Note Purchase Agreement), the Lenders have agreed to make certain advances of money to Grantor (the “*Loans*”) in the amounts and manner set forth in the Note Purchase Agreement.

B. The Lenders are willing to extend the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Lenders a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Note Purchase Agreement.

C. Pursuant to the terms of the Security Agreement and the other Loan Documents, Grantor has granted to the 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 Collateral.

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 its obligations under the Note Purchase Agreement and all other agreements now existing or hereafter arising between Grantor and the Representative, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Note Purchase Agreement, Grantor grants and pledges to the 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 **Exhibits A, B, and C** hereto, respectively), 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 (collectively, “*Intellectual Property Collateral*”).

This security interest is granted in conjunction with the security interest granted to the Lenders under the Security Agreement and the other Loan Documents. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Note Purchase Agreement and the other Loan Documents, and those which are now or hereafter available to the Lenders as a matter of law or equity. Each right, power and remedy of the Lenders provided for herein or in the Note Purchase Agreement or any of the 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 the Lenders of any one or more of the rights, powers or remedies provided for in this Agreement, the Note Purchase Agreement or any of the other Loan Documents, or now or

hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any Person, including the Lenders, of any or all other rights, powers or remedies.

Grantor represents and warrants that **Exhibits A, B, and C** attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

For the avoidance of any doubt, this Agreement shall constitute a Loan Document.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

DATAGENCE, INC.

By: 

Name: *Yves Comelard*

Title: *CEO*

REPRESENTATIVE:

ABRY SENIOR EQUITY II, L.P.

By: ABRY Senior Equity Investors II, L.P.
Its: General Partner

By: ABRY Senior Equity Investors II, LLC,
Its: General Partner

By: _____

Name:

Title:

[Signature Page to Intellectual Property Security Agreement (Datagence)]

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

GRANTOR:

DATAGENCE, INC.

By: _____
Name:
Title:

REPRESENTATIVE:

ABRY SENIOR EQUITY II, L.P.

By: ABRY Senior Equity Investors II, L.P.
Its: General Partner

By: ABRY Senior Equity Investors II, LLC,
Its: General Partner

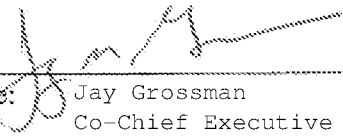
By:  _____
Name: Jay Grossman
Title: Co-Chief Executive Officer

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Method and Apparatus for Cloning a Target List	62/024,992	7-15-2014

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
MYTOWNOFFERS	3276710	8-7-2007