

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346489

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LIEN		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lieberman Research Worldwide, LLC		06/30/2015	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE GOVERNOR AND THE COMPANY OF THE BANK OF IRELAND, as collateral agent		
<b>Street Address:</b>	300 First Stamford Place		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	Banking Corporation: IRELAND		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78923951	ACTIONABILITY SUITE	
<b>Serial Number:</b>	78923909	ACTIONABILITY WORKSHOPS	
<b>Serial Number:</b>	85554500	AD STICKINESS	
<b>Serial Number:</b>	86046175	BIP	
<b>Serial Number:</b>	85896617	BRAND PROTEUS	
<b>Serial Number:</b>	85712350	BRANDS AS STEREOTYPES	
<b>Serial Number:</b>	86311543	BRANDSCAN	
<b>Serial Number:</b>	78643229	CIA	
<b>Serial Number:</b>	77135433	EVOLUTION	
<b>Serial Number:</b>	85646844	IBID	
<b>Serial Number:</b>	86265280	IDENTITY OVERLAP	
<b>Serial Number:</b>	86354849	IIM	
<b>Serial Number:</b>	85646828	IMPLICIT BRAND IMAGE DECODER	
<b>Serial Number:</b>	85760754	IMPLICIT BRAND PERCEPTIONS	
<b>Serial Number:</b>	85760759	IMPLICIT BRAND POWER	
<b>Serial Number:</b>	85761152	IMPLICIT BRAND RESONANCE	
<b>Serial Number:</b>	85743557	IMPLICIT IDENTITY MAPPING	
<b>Serial Number:</b>	85545996	IMPLICIT	

CH \$890.00 78923951

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75889448	LIEBERMAN RESEARCH WORLDWIDE
Serial Number:	75889425	LRW
Serial Number:	85545966	LRW BRAND HEALTH OPTIMIZER
Serial Number:	85785499	PBSI
Serial Number:	85896656	PIT PERFORMANCE
Serial Number:	85610431	PRAGMATIC BRAIN SCIENCE
Serial Number:	85610457	PRAGMATIC BRAIN SCIENCE INSTITUTE
Serial Number:	85554492	PROMOTIONAL SALIENCE
Serial Number:	86008495	RAPID CHOICE
Serial Number:	85760767	RAPID CHOICE SUBCONSCIOUS ASSOCIATIONS
Serial Number:	85760763	RATIONAL BRAND PERCEPTIONS
Serial Number:	85760773	RCSA
Serial Number:	77188311	RELEVANT CLARITY
Serial Number:	78906120	SO WHAT?
Serial Number:	76302219	THE SCIENCE OF RESEARCH. THE ART OF PROB
Serial Number:	78923968	TURNING INSIGHT INTO IMPACT
Serial Number:	85732939	VOICE IT

#### CORRESPONDENCE DATA

**Fax Number:**

*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:** 2122942684  
**Email:** trademarkny@winston.com  
**Correspondent Name:** Sonakshi Jha  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** New York, NEW YORK 10166

<b>ATTORNEY DOCKET NUMBER:</b>	86703.14
<b>NAME OF SUBMITTER:</b>	Sonakshi Jha
<b>SIGNATURE:</b>	/Sonakshi Jha by trademarkny/
<b>DATE SIGNED:</b>	07/01/2015

**Total Attachments: 7**

source=BOI-LRW-First Lien Trademark Security\_Agreement(LRW)(Executed)#page1.tif  
source=BOI-LRW-First Lien Trademark Security\_Agreement(LRW)(Executed)#page2.tif  
source=BOI-LRW-First Lien Trademark Security\_Agreement(LRW)(Executed)#page3.tif  
source=BOI-LRW-First Lien Trademark Security\_Agreement(LRW)(Executed)#page4.tif  
source=BOI-LRW-First Lien Trademark Security\_Agreement(LRW)(Executed)#page5.tif  
source=BOI-LRW-First Lien Trademark Security\_Agreement(LRW)(Executed)#page6.tif  
source=BOI-LRW-First Lien Trademark Security\_Agreement(LRW)(Executed)#page7.tif

**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of June 30, 2015 (the “**Effective Date**”) between each the signatory hereto (collectively, the “**Grantor**”) in favor of **THE GOVERNOR AND THE COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

**RECITALS:**

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of June 30, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor 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, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under 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 including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, but for the avoidance of doubt excluding any intent to use applications for trademarks currently filed or filed in the future with the United States Patent and Trademark Office, (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.** The 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 Pledge and Security Agreement and the First Lien 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 Pledge and Security Agreement and the First Lien 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 Pledge and Security Agreement or the First Lien Credit Agreement, the provisions of the Pledge and Security Agreement or the First Lien 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.

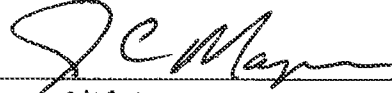
LIEBERMAN RESEARCH WORLDWIDE, LLC  
as a Grantor

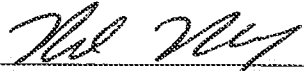
By:   
Name: David Sackman  
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005566 FRAME: 0361**

THE GOVERNOR AND COMPANY OF THE  
BANK OF IRELAND, as Collateral Agent

By:   
Name: CHRIS MANGAN  
Title: MANAGING DIRECTOR

By:   
Name: MARK McHENRY  
Title: DIRECTOR

EXECUTION VERSION

SCHEDULE 1 TO  
FIRST LIEN TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005566 FRAME: 0363**

SCHEDULE 1 TO  
FIRST LIEN TRADEMARK SECURITY AGREEMENT

**TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES**

<b>Group Company</b>	<b>Service Mark</b>	<b>Country</b>	<b>Appl. No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>
Lieberman Research Worldwide, LLC	ACTIONABILITY SUITE	U.S.	78/923951 06-Jul-2006	3407222 01-Apr-2008
Lieberman Research Worldwide, LLC	ACTIONABILITY WORKSHOPS	U.S.	78/923909 06-Jul-2006	3494087 26-Aug-2008
Lieberman Research Worldwide, LLC	AD STICKINESS	U.S.	85/554500 28-Feb-2012	4221552 9-Oct-2012
Lieberman Research Worldwide, LLC	BIP	U.S.	86/046175 23-Aug-2013	
Lieberman Research Worldwide, LLC	BRAND PROTEUS	U.S.	85/896617 05-Apr-2013	4507770 1-Apr-2014
Lieberman Research Worldwide, LLC	BRANDS AS STEREOTYPES	U.S.	85/712350 24-Aug-2012	4286334 5-Feb-2013
Lieberman Research Worldwide, LLC	BRANDSCAN	U.S.	86/311543 17-Jun-2014	
Lieberman Research Worldwide, LLC	CIA	U.S.	78/643229 03-Jun-2005	3401724 25-Mar-2008
Lieberman Research Worldwide, LLC	EVOLUTION	U.S.	77/135433 20-Mar-2007	3351351 11-Dec-2007
Lieberman Research Worldwide, LLC	IBID	U.S.	85/646844 08-Jun-2012	4282424 29-Jan-2013
Lieberman Research Worldwide, LLC	IDENTITY OVERLAP	U.S.	86/265280 29-Apr-2014	
Lieberman Research Worldwide, LLC	IIM	U.S.	86/354849 1-Aug-2014	4699711 10-Mar-2015
Lieberman Research Worldwide, LLC	IMPLICIT BRAND IMAGE DECODER	U.S.	85/646828 08-Jun-2012	4285692 5-Feb-2013
Lieberman Research Worldwide, LLC	IMPLICIT BRAND PERCEPTIONS	U.S.	85/760754 23-Oct-2012	4431230 12-Nov-2013
Lieberman Research Worldwide, LLC	IMPLICIT BRAND POWER	U.S.	85/760759 23-Oct-2012	4,431,231 12-Nov-2013
Lieberman Research Worldwide, LLC	IMPLICIT BRAND RESONANCE	U.S.	85/761152 23-Oct-2012	4413435 08-Oct-2013
Lieberman Research Worldwide, LLC	IMPLICIT IDENTITY MAPPING	U.S.	85/743557 02-Oct-2012	4456297 24-Dec-2013
Lieberman Research Worldwide, LLC	ImpliCT	U.S.	85/545996 17-Feb-2012	4209881 18-Sep-2012
Lieberman Research Worldwide, LLC	LIEBERMAN RESEARCH WORLDWIDE	U.S.	75/889448 04-Jan-2000	2575089 04-Jun-2002
Lieberman Research Worldwide, LLC	LRW	U.S.	75/889425 04-Jan-2000	2465335 03-Jul-2001
Lieberman Research Worldwide, LLC	LRW BRAND HEALTH OPTIMIZER	U.S.	85/545966 17-Feb-2012	4269720 01-Jan-2013



Group Company	Service Mark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date
Lieberman Research Worldwide, LLC	PBSI	U.S.	85/785499 21-Nov-2012	4334997 14-May-2013
Lieberman Research Worldwide, LLC	PIT PERFORMANCE	U.S.	85/896656 05-Apr-2013	4512426 08-Apr-2014
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE	U.S.	85/610431 27-Apr-2012	18-Sep-2012 4210195
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE INSTITUTE	U.S.	85/610457 27-Apr-2012	4273508 08-Jan-2013
Lieberman Research Worldwide, LLC	PROMOTIONAL SALIENCE	U.S.	85/554492 28-Feb-2012	4221551 09-Oct-2012
Lieberman Research Worldwide, LLC	RAPID CHOICE	U.S.	86/008,495 12-Jul-2013	4591473 26-Aug-2014
Lieberman Research Worldwide, LLC	RAPID CHOICE SUBCONSCIOUS ASSOCIATIONS	U.S.	85/760767 23-Oct-2012	4334957 14-May-2013
Lieberman Research Worldwide, LLC	RATIONAL BRAND PERCEPTIONS	U.S.	85/760763 23-Oct-2012	4338799 21-May-2013
Lieberman Research Worldwide, LLC	RCSA	U.S.	85/760773 23-Oct-2012	4334958 14-May-2013
Lieberman Research Worldwide, LLC	RELEVANT CLARITY	U.S.	77/188311 23-May-2007	3372565 22-Jan-2008
Lieberman Research Worldwide, LLC	SO WHAT?	U.S.	78/906120 12-Jun-2006	3258231 03-Jul-2007
Lieberman Research Worldwide, LLC	THE SCIENCE OF RESEARCH. THE ART OF PROBLEM SOLVING.	U.S.	76/302219 21-Aug-2001	2631174 08-Oct-2002
Lieberman Research Worldwide, LLC	TURNING INSIGHT INTO IMPACT	U.S.	78/923968 06-Jul-2006	3354349 11-Dec-2007
Lieberman Research Worldwide, LLC	VOICE IT	U.S.	85/732939 19-Sep-2012	4467487 14-Jan-2014