

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIEBERMAN RESEARCH WORLDWIDE, LLC		06/30/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NEW MOUNTAIN FINANCE SERVICING, L.L.C., AS COLLATERAL AGENT		
Street Address:	787 SEVENTH AVENUE		
Internal Address:	48TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	3407222	ACTIONABILITY SUITE	
Registration Number:	3494087	ACTIONABILITY WORKSHOPS	
Registration Number:	4221552	AD STICKINESS	
Serial Number:	86046175	BIP	
Registration Number:	4507770	BRAND PROTEUS	
Registration Number:	4286334	BRANDS AS STEREOTYPES	
Serial Number:	86311543	BRANDSCAN	
Registration Number:	3401724	CIA	
Registration Number:	3351351	EVOLUTION	
Registration Number:	4282424	IBID	
Serial Number:	86265280	IDENTITY OVERLAP	
Registration Number:	4699711	IIM	
Registration Number:	4285692	IMPLICIT BRAND IMAGE DECODER	
Registration Number:	4431230	IMPLICIT BRAND PERCEPTIONS	
Registration Number:	4431231	IMPLICIT BRAND POWER	
Registration Number:	4413435	IMPLICIT BRAND RESONANCE	
Registration Number:	4456297	IMPLICIT IDENTITY MAPPING	
Registration Number:	4209881	IMPLICIT	
TRADEMARK			

CH \$890.00 3407222

Property Type	Number	Word Mark
Registration Number:	2575089	LIEBERMAN RESEARCH WORLDWIDE
Registration Number:	2465335	LRW
Registration Number:	4269720	LRW BRAND HEALTH OPTIMIZER
Registration Number:	4334997	PBSI
Registration Number:	4512426	PIT PERFORMANCE
Registration Number:	4210195	PRAGMATIC BRAIN SCIENCE
Registration Number:	4273508	PRAGMATIC BRAIN SCIENCE INSTITUTE
Registration Number:	4221551	PROMOTIONAL SALIENCE
Registration Number:	4591473	RAPID CHOICE
Registration Number:	4334957	RAPID CHOICE SUBCONSCIOUS ASSOCIATIONS
Registration Number:	4338799	RATIONAL BRAND PERCEPTIONS
Registration Number:	4334958	RCSA
Registration Number:	3372565	RELEVANT CLARITY
Registration Number:	3258231	SO WHAT?
Registration Number:	2631174	THE SCIENCE OF RESEARCH. THE ART OF PROB
Registration Number:	3354349	TURNING INSIGHT INTO IMPACT
Registration Number:	4467487	VOICE IT

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	54786.010
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	07/01/2015

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of June 30, 2015 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **NEW MOUNTAIN FINANCE SERVICING, L.L.C.**, 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, amended and 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.

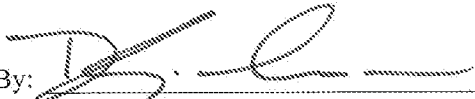
Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Second Lien Credit Agreement (as defined in the Pledge and Security Agreement). The rights and remedies of each party hereto with respect to the security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

Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to Collateral Agent, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent or any Second Lien Claimholder (as defined in the Intercreditor Agreement) hereunder are subject to the provisions of the Intercreditor Agreement, dated June 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among The Governor and Company of the Bank of Ireland, as First Lien Credit Agreement Agent (as defined in the Intercreditor Agreement), New Mountain Finance Servicing, L.L.C., as Second Lien Credit Agreement Agent (as defined in the Intercreditor Agreement), and acknowledged by the Grantors (as defined therein) and other persons from time to time party thereto. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

[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.

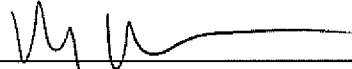
LIEBERMAN RESEARCH WORLDWIDE, LLC
as a Grantor

By: 
Name: David Sackman
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005566 FRAME: 0747

**NEW MOUNTAIN FINANCE SERVICING,
L.L.C., as Collateral Agent**

By: 
Name: Robert A. Hamwee
Title: Authorized Person

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005566 FRAME: 0748**

SCHEDULE 1 TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Group Company	Service Mark	Country	Appln. No./ Filing Date	Reg. No./ Reg. Date
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

Group Company	Service Mark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date
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.	85743557 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
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

Group Company	Service Mark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date
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