

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349594

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Market Force Information, Inc.		07/28/2015	CORPORATION: DELAWARE
Certified Marketing Services, LLC		07/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
Shop'N Chek, LLC		07/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
Hiller Sales & Marketing, LLC		07/28/2015	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Elm Park Capital Management, LLC
Street Address:	2101 Cedar Springs Rd.
Internal Address:	Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3534177	MARKET FORCE INFORMATION
Registration Number:	1968978	XPRESS REPORTING
Registration Number:	1517415	SHOP'N CHEK INC.
Registration Number:	2289983	SHOP'N CHEK
Registration Number:	4581191	KNOWLEDGE FORCE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

TRADEMARK

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F157327

NAME OF SUBMITTER: Teresa L. McNally

SIGNATURE: /Teresa L. McNally/

DATE SIGNED: 07/29/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of July, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ELM PARK CAPITAL MANAGEMENT, LLC, a Delaware limited liability company ("Elm Park"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 28, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among MARKET FORCE INFORMATION, INC., a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Elm Park, as arranger, and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of July 28, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

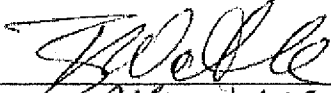
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

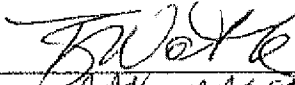
IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

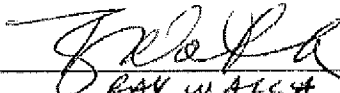
MARKET FORCE INFORMATION, INC.,
a Delaware corporation

By: 
Name: RAY WALSH
Title: CEO

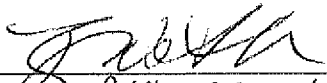
CERTIFIED MARKETING SERVICES, LLC,
a Delaware limited liability company

By: 
Name: RAY WALSH
Title: MANAGER

SHOP'N CHEK, LLC,
a Delaware limited liability company

By: 
Name: RAY WALSH
Title: MANAGER

HILLER SALES & MARKETING, LLC,
a Texas limited liability company




By: 
Name: RAY WALSH
Title: MANAGER





[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005587 FRAME: 0322





SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT






Trademark Registrations/Applications


Grantor	Country	Mark	Application/ Registration No.	Application /Registration Date
SHOP'N CHEK, INC.	Argentina	SHOP'N CHEK	Missing	Missing
SHOP'N CHEK, INC.	Austria		#163206	App filed 1/23/96 Reg. 3/25/96
SHOP'N CHEK, INC.	Brazil		Missing	Missing
Shop'n Chek, Inc.	Canada		#TMA718328	App filed 7/19/07 Reg. 7/10/08.
Shop'n Chek, Inc.	Canada	SHOP'N CHEK	#TMA718286	App filed 7/19/07 Reg. 7/10/08.
Market Force Information, Inc.	Canada	MARKET FORCE INFORMATION	#TMA740635	App filed 11/2/06 Reg. 5/22/09
Market Force Information, Inc.	Canada	MARKET FORCE INFORMATION	#TMA740633	App filed 11/2/06 Reg. 5/22/09
SHOP'N CHEK, INC.	Canada	SHOP'N CHEK	#TMA358609	App filed 7/27/88 Reg. 7/21/89.

SHOP'N CHEK INC.	Colombia		#201419	Registered 9/23/07
SHOP N CHEK	Costa Rica		#2000-763	1/28/00
SHOP 'N CHEK, INC	CTM		#00319996 (CTM)	App filed 7/25/96 Reg. 11/27/98.
Shop'n Chek, Inc.	CTM	SHOP 'N CHEK	#0904835 (IR)	App filed 11/1/06 Reg. 1/11/06
Shop'n Chek, Inc.	CTM		#0904045 (IR)	App filed 11/1/06 Reg. 1/11/06
Shop'n Chek, Inc.	Czech Republic		#209805	App filed 12/13/96 Reg. 5/27/98
SHO P'N CHEK, Inc.	DE (Germany)		#2904023	App filed 7/19/94 Reg. 3/29/95
SHOP N CHEK	Dominican Republic	[design not available]	#9918494	4/17/00. Application.

SHOP N CHEK	El Salvador		#2001016709	Application (8/8/01)
Market Force Information, Inc.	France		#12 3895445	Filed 2/8/12 Reg. Date: [date not available in searches]
SHOP'' N CHEK INC	India		#1032219	[Information not available as of 7/7/14]
SHOP N CHEK, INC. (CO)	Japan	SHOP'NCHEK	#4016875	Registered 6/20/97.
SHOP 'N CHEK, S.A. DE C.V.	Mexico	10 AÑOS SIRVIENDO PARA SERVIR	#39923	App filed 3/23/06 Reg. 10/27/06
SHOP 'N CHEK, S.A. DE C.V.	Mexico	10 AÑOS SIRVIENDO PARA SERVIR	#39924	App filed 3/23/06 Reg. 10/27/06
SHOP 'N CHEK, S.A. DE C.V.	Mexico	LA EMPRESA LIDER EN CALIDAD DEL SERVICIO	#40110	App filed 3/23/06 Reg. 10/31/06
SHOP 'N CHEK, S.A. DE C.V.	Mexico	LA EMPRESA LIDER EN CALIDAD DEL SERVICIO	#40109	App filed 3/23/06 Reg. 10/31/06
SHOP 'N CHEK, S.A. DE C.V.	Mexico	LO QUE NO SE MIDE NO SE PUEDE MEJORAR	#39926	App filed 3/23/06 Reg. 10/27/06
SHOP 'N CHEK, S.A. DE C.V.	Mexico	LO QUE NO SE MIDE NO SE PUEDE MEJORAR	#39925	App filed 3/23/06 Reg. 10/27/06

SHOP 'N CHEK, S.A. DE C.V.	Mexico	PORQUE LA CALIDAD DEL SERVICIO NO DEBE SER UN MISTERIO	#40107	App filed 3/23/06 Reg. 10/31/06
SHOP 'N CHEK, S.A. DE C.V.	Mexico	PORQUE LA CALIDAD DEL SERVICIO NO DEBE SER UN MISTERIO	#40108	App filed 3/23/06 Reg. 10/31/06.
SHOP 'N CHEK, S.A. DE C.V.	Mexico	QUE EL SERVICIO SEA NUESTRO MEJOR ALIADO	#40106	App filed 3/23/06 Reg. 10/31/06.
SHOP 'N CHEK, S.A. DE C.V.	Mexico	SHOPPING MYSTERY	#658106	App filed 4/14/00 Reg. 5/31/00
SHOP'N CHECK, NC.	Mexico		#463469	App filed 11/24/93 Reg. 6/15/94
SHOP 'N CHEK, INC.	Philippines		#41996110702	Reg. 11/28/00
Shop'N Chek, Inc.	Poland		#117077	App filed 12/13/96
SHOP'N CHEK, INC.	Singapore		Missing	Missing

SHOP'N CHEK, INC.	Thailand		Missing	Missing
SHOP N CHEK INC.	Trinidad and Tobago		#25696.	Application (7/22/96)
SHOP'N CHEK, INC.	Turkey		#2001-14001	App filed 7/16/01 Reg. 7/11/03
Market Force Information, Inc.	U.S.	MARKET FORCE INFORMATION	#3534177	App filed 5/16/06 Reg. 11/18/08 8 & 15
SHOP'N CHEK, INC.	U.S.	XPRESS REPORTING	#1968978	4/16/96
SHOP'N CHEK, INC.	U.S.		#1517415	Reg. 12/20/88.
SHOP'N CHEK, INC.	U.S.	Shop'n Chek	#2289983	App filed 4/30/98 Reg. 11/2/99. .
Market Force Information, Inc.	U.S.	KNOWLEDGEFORCE	#4581191	App filed 4/15/13 Reg. 8/5/14
SHOP'N CHEK INC.	Venezuela		Missing	Missing
Shop'n Chek, Inc.	WIPO	SHOP'N CHEK	#904835	App filed 11/1/06

Shop'n Chek, Inc.	WIPO		#904045	App filed 11/1/06
Market Force Information, Inc.	WIPO (EM/Japan)	MARKET FORCE I N F O R M A T I O N	#906211	App filed 11/01/06 (with U.S. priority)
Market Force Information, Inc.	WIPO (EM/Japan)	MARKET FORCE I N F O R M A T I O N	#906212	App filed 11/1/06E