

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349946

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Press Ganey Associates, Inc.		07/31/2015	CORPORATION: INDIANA
Data Advantage, LLC		07/31/2015	LIMITED LIABILITY COMPANY: TEXAS
On the Spot Systems, Inc.		07/31/2015	CORPORATION: DELAWARE
Dynamic Clinical Systems, Inc.		07/31/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent and Grantee
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: ENGLAND

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Registration Number:	4470326	BEACON OF EXCELLENCE AWARD
Registration Number:	3730218	BEST PLACE TO PRACTICE
Registration Number:	4119863	BRAND POSITION ANALYSIS
Registration Number:	3645789	BRIEFINGS
Registration Number:	4116508	CARDIAC CATH LAB OPTIMIZER
Registration Number:	4252664	CLINICAL PERFORMER
Registration Number:	4153387	CLINICAL PERFORMER OPTIMIZER
Registration Number:	4470320	COMMITMENT TO EXCELLENCE AWARD
Registration Number:	4130025	COST REPORT SCHEDULES
Registration Number:	4116506	CUSTOM COST REPORTS
Registration Number:	3215070	DATA ADVANTAGE
Registration Number:	3356012	
Registration Number:	4116509	EMERGENCY DEPARTMENT OPTIMIZER
Registration Number:	4153331	EMPLOYEE PARTNER
Registration Number:	4220753	EMPLOYEE PARTNER OPTIMIZER
Registration Number:	2681835	FIRST PERSON

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4201164	FOCUS GROUP OPTIMIZER
Registration Number:	4116507	GOAL & BARRIER OPTIMIZER
Registration Number:	4470325	GUARDIAN OF EXCELLENCE AWARD
Registration Number:	3649579	HOT COMMENTS
Registration Number:	2505910	INFOEDGE
Registration Number:	2570703	INFOTURN
Registration Number:	3401607	NATIONAL DATABASE OF NURSING QUALITY IND
Registration Number:	2804641	NDNQI
Registration Number:	3519932	NDNQI AWARD FOR OUTSTANDING NURSING QUAL
Registration Number:	3637013	ONLINE ACTION PLANNING
Registration Number:	4116510	OPERATING ROOM OPTIMIZER
Registration Number:	4153386	OPPORTUNITY ASSESSMENT OPTIMIZER
Registration Number:	4130026	OUTPATIENT REPORTS
Registration Number:	3857505	PARTNER OF CHOICE
Registration Number:	1682891	PARTNERS IN QUALITY
Registration Number:	1795361	PARTNERS IN QUALITY
Registration Number:	4173207	PATIENT EXPERIENCE OPTIMIZER
Registration Number:	4153388	PATIENTFLOW OPTIMIZER
Registration Number:	4153342	PHYSICIAN PARTNER
Registration Number:	4116511	PHYSICIAN PARTNER OPTIMIZER
Registration Number:	4021466	PRESS GANEY
Registration Number:	2228347	PRESS GANEY
Registration Number:	4300018	PRESS GANEY CLINICAL PERFORMANCE SUITE
Registration Number:	4248784	PRESS GANEY IMPROVEMENT PORTAL
Registration Number:	4248774	PRESS GANEY OPERATIONAL PERFORMANCE SUIT
Registration Number:	4150758	PRESS GANEY OUTCOMES DRIVEN. PERFORMANCE
Registration Number:	3772658	PRESS GANEY PARTNERS
Registration Number:	4220740	PRESS GANEY PARTNERSHIP PERFORMANCE SUIT
Registration Number:	4153384	PRESS GANEY PERFORMANCE CONSULTING SUITE
Registration Number:	4266633	PRESS GANEY PERFORMANCE SOLUTIONS
Registration Number:	4220748	PRESS GANEY SATISFACTION PERFORMANCE SUI
Registration Number:	4157127	PRESS GANEY STRATEGIC PLANNING & MARKETI
Registration Number:	4153372	PROVIDER PARTNER
Registration Number:	3781956	PSYCH INSIGHTS
Registration Number:	3329432	QI
Registration Number:	2125539	QI
Registration Number:	3329431	QUALITY INDICATOR PROJECT
Registration Number:	4270686	QUALITY PERFORMER

Property Type	Number	Word Mark
Registration Number:	4248773	SAFETY PERFORMER
Registration Number:	4303637	SECRET SHOPPER OPTIMIZER
Registration Number:	3126796	SOLUTIONS STARTER
Registration Number:	3439221	SOLUTIONS STARTERS
Registration Number:	3348013	SUCCESS STORY AWARD
Registration Number:	3348001	SUMMIT AWARD
Registration Number:	4153383	THE DAY OF THE WEEK REPORT
Registration Number:	4244543	THE EXECUTIVE ADVANTAGE REPORT
Registration Number:	4123286	THE FINANCIAL PROFILES REPORT
Registration Number:	4153371	THE HOSPITAL INDICATOR REPORT
Registration Number:	4184525	THE HOSPITAL PERFORMANCE REPORT
Registration Number:	4184524	THE HOSPITAL TREND REPORT
Registration Number:	4262736	THE TOP 20 REPORTS
Registration Number:	3730217	TOP IMPROVER
Registration Number:	4153385	VALUE-BASED PURCHASING OPTIMIZER
Registration Number:	3823324	HOSPITAL VALUE INDEX
Registration Number:	3615021	IS IT WORTH IT?
Registration Number:	3989476	AVAILABLE GUEST TIME
Registration Number:	3989478	ON-SITE INSIGHTS
Registration Number:	3808337	ONTHE SPOT
Registration Number:	3808336	SURVEY ON THE SPOT
Registration Number:	3133799	A PATIENT-CENTERED APPROACH TO CLINICAL

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	91825.00006
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	07/31/2015

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of July 31, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of BARCLAYS BANK PLC, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of July 31, 2015 (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Credit Agreement**”), among PRESS GANEY HOLDINGS, INC., a Delaware corporation (the “**Borrower**”), the Lenders party thereto from time to time, BARCLAYS BANK PLC, as the Administrative Agent and the Collateral Agent, and the other agents and arrangers party thereto, (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement, dated as of July 31, 2015, among the Grantors and the Collateral Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”); and

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks set forth on Schedule A attached hereto (the “**Trademark Collateral**”); *provided*, that in no event shall the Trademark Collateral include, and the security interest shall not attach to, any Excluded Asset, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

PRESS GANEY ASSOCIATES, INC., as a Grantor

By: _____
Name: Kip A. Emenhiser
Title: Treasurer

DATA ADVANTAGE, LLC as a Grantor

By: Joseph Greskoviak
Name: Joseph Greskoviak
Title: Vice President and Secretary

ON THE SPOT SYSTEMS, INC. as a Grantor

By: _____
Name: Kip A. Emenhiser
Title: Treasurer

DYNAMIC CLINICAL SYSTEMS, INC., as a Grantor

By: _____
Name: Kip A. Emenhiser
Title: Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

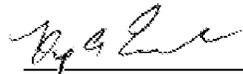
PRESS GANEY ASSOCIATES, INC., as a Grantor

By: 
Name: Kip A. Emenhiser
Title: Treasurer

DATA ADVANTAGE, LLC as a Grantor

By: _____
Name: Joseph Greskoviak
Title: Vice President and Secretary

ON THE SPOT SYSTEMS, INC. as a Grantor

By: 
Name: Kip A. Emenhiser
Title: Treasurer

DYNAMIC CLINICAL SYSTEMS, INC., as a Grantor

By: 
Name: Kip A. Emenhiser
Title: Treasurer

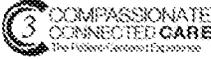
BARCLAYS BANK PLC, as Collateral Agent and
Grantee

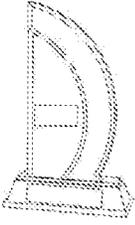
By: 
Name: Marguerite Sutton
Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005589 FRAME: 0632

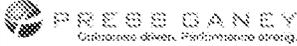
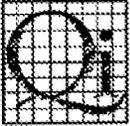
SCHEDULE A

<u>MARK</u>	<u>SERIAL NO. / REG. NO.</u>	<u>REG DATE</u>	<u>OWNER</u>
BEACON OF EXCELLENCE AWARD	4470326	1/21/2014	Press Ganey Associates, Inc.
BEST PLACE TO PRACTICE	3730218	12/22/2009	Press Ganey Associates, Inc.
BRAND POSITION ANALYSIS	4119863	3/27/2012	Press Ganey Associates, Inc.
BRIEFINGS	3645789	6/30/2009	Press Ganey Associates, Inc.
C3 COMPASSIONATE CONNECTED CARE THE PATIENT-CENTERED EXPERIENCE 	---	Pending ITU	Press Ganey Associates, Inc.
CARDIAC CATH LAB OPTIMIZER	4116508	3/20/2012	Press Ganey Associates, Inc.
CELEBRATING 30 YEARS 	---	Pending ITU	Press Ganey Associates, Inc.
CLINICAL PERFORMER	4252664	12/4/2012	Press Ganey Associates, Inc.
CLINICAL PERFORMER OPTIMIZER	4153387	6/5/2012	Press Ganey Associates, Inc.
COMMITMENT TO EXCELLENCE AWARD	4470320	1/21/2014	Press Ganey Associates, Inc.
COMPASSIONATE CONNECTED CARE	---	Pending ITU	Press Ganey Associates, Inc.

COST REPORT SCHEDULES	4130025	4/17/2012	Press Ganey Associates, Inc.
CUSTOM COST REPORTS	4116506	3/20/2012	Press Ganey Associates, Inc.
DATA ADVANTAGE	3215070	3/6/2007	Press Ganey Associates, Inc.
Design Only 	3356012	12/18/2007	Press Ganey Associates, Inc.
EMERGENCY DEPARTMENT OPTIMIZER	4116509	3/20/2012	Press Ganey Associates, Inc.
EMPLOYEE PARTNER	4153331	6/5/2012	Press Ganey Associates, Inc.
EMPLOYEE PARTNER OPTIMIZER	4220753	10/9/2012	Press Ganey Associates, Inc.
FIRST PERSON	2681835	1/28/2003	Press Ganey Associates, Inc.
FOCUS GROUP OPTIMIZER	4201164	9/4/2012	Press Ganey Associates, Inc.
GOAL & BARRIER OPTIMIZER	4116507	3/20/2012	Press Ganey Associates, Inc.
GUARDIAN OF EXCELLENCE AWARD	4470325	1/21/2014	Press Ganey Associates, Inc.
HOT COMMENTS	3649579	7/7/2009	Press Ganey Associates, Inc.

INFOEDGE	2505910	11/13/2001	Press Ganey Associates, Inc.
INFOTURN	2570703	5/21/2002	Press Ganey Associates, Inc.
LISTEN-LEARN-LEAD	---	Pending	Press Ganey Associates, Inc.
NATIONAL DATABASE OF NURSING QUALITY INDICATORS	3401607	3/25/2008	Press Ganey Associates, Inc.
NDNQI	2804641	1/13/2004	Press Ganey Associates, Inc.
NDNQI A PRESS GANEY SOLUTION 	---	Pending ITU	Press Ganey Associates, Inc.
NDNQI AWARD FOR OUTSTANDING NURSING QUALITY	3519932	10/21/2008	Press Ganey Associates, Inc.
ONLINE ACTION PLANNING	3637013	6/9/2009	Press Ganey Associates, Inc.
OPERATING ROOM OPTIMIZER	4116510	3/20/2012	Press Ganey Associates, Inc.
OPPORTUNITY ASSESSMENT OPTIMIZER	4153386	6/5/2012	Press Ganey Associates, Inc.
OUTPATIENT REPORTS	4130026	4/17/2012	Press Ganey Associates, Inc.
PARTNER OF CHOICE	3857505	10/5/2010	Press Ganey Associates, Inc.
PARTNERS IN QUALITY	1682891	4/14/1992	Press Ganey Associates, Inc.

PARTNERS IN QUALITY	1795361	9/28/1993	Press Ganey Associates, Inc.
PATIENT EXPERIENCE OPTIMIZER	4173207	7/10/2012	Press Ganey Associates, Inc.
PATIENTFLOW OPTIMIZER	4153388	6/5/2012	Press Ganey Associates, Inc.
PHYSICIAN PARTNER	4153342	6/5/2012	Press Ganey Associates, Inc.
PHYSICIAN PARTNER OPTIMIZER	4116511	3/20/2012	Press Ganey Associates, Inc.
PHYSICIAN VOICE	---	Pending (Opposition after application is pending at the TTAB)	Press Ganey Associates, Inc.
PINNACLE OF EXCELLENCE AWARD	---	Pending ITU	Press Ganey Associates, Inc.
PRESS GANEY	4021466	9/6/2011	Press Ganey Associates, Inc.
PRESS GANEY	2228347	3/2/1999	Press Ganey Associates, Inc.
PRESS GANEY CLINICAL PERFORMANCE SUITE	4300018	3/12/2013	Press Ganey Associates, Inc.
PRESS GANEY DATA INTEGRITY CERTIFIED 	---	Pending ITU	Press Ganey Associates, Inc.
PRESS GANEY IMPROVEMENT PORTAL	4248784	11/27/2012	Press Ganey Associates, Inc.
PRESS GANEY OPERATIONAL PERFORMANCE SUITE	4248774	11/27/2012	Press Ganey Associates, Inc.

PRESS GANEY OUTCOMES DRIVEN, PERFORMANCE STRONG. 	4150758	5/29/2012	Press Ganey Associates, Inc.
PRESS GANEY PARTNERS	3772658	4/6/2010	Press Ganey Associates, Inc.
PRESS GANEY PARTNERSHIP PERFORMANCE SUITE	4220740	10/9/2012	Press Ganey Associates, Inc.
PRESS GANEY PERFORMANCE CONSULTING SUITE	4153384	6/5/2012	Press Ganey Associates, Inc.
PRESS GANEY PERFORMANCE SOLUTIONS	4266633	1/1/2013	Press Ganey Associates, Inc.
PRESS GANEY SATISFACTION PERFORMANCE SUITE	4220748	10/9/2012	Press Ganey Associates, Inc.
PRESS GANEY STRATEGIC PLANNING & MARKETING PERFORMANCE SUITE	4157127	6/12/2012	Press Ganey Associates, Inc.
PROVIDER PARTNER	4153372	6/5/2012	Press Ganey Associates, Inc.
PSYCH INSIGHTS	3781956	4/27/2010	Press Ganey Associates, Inc.
QI	3329432	11/6/2007	Press Ganey Associates, Inc.
QI 	2125539	12/30/1997	Press Ganey Associates, Inc.
QUALITY INDICATOR PROJECT	3329431	11/6/2007	Press Ganey Associates, Inc.

QUALITY PERFORMER	4270686	1/8/2013	Press Ganey Associates, Inc.
SAFETY PERFORMER	4248773	11/27/2012	Press Ganey Associates, Inc.
SECRET SHOPPER OPTIMIZER	4303637	3/19/2013	Press Ganey Associates, Inc.
SOLUTIONS STARTER	3126796	8/8/2006	Press Ganey Associates, Inc.
SOLUTIONS STARTERS	3439221	6/3/2008	Press Ganey Associates, Inc.
SUCCESS STORY AWARD	3348013	12/4/2007	Press Ganey Associates, Inc.
SUMMIT AWARD	3348001	12/4/2007	Press Ganey Associates, Inc.
THE DAY OF THE WEEK REPORT	4153383	6/5/2012	Press Ganey Associates, Inc.
THE EXECUTIVE ADVANTAGE REPORT	4244543	11/20/2012	Press Ganey Associates, Inc.
THE FINANCIAL PROFILES REPORT	4123286	4/3/2012	Press Ganey Associates, Inc.
THE HOSPITAL INDICATOR REPORT	4153371	6/5/2012	Press Ganey Associates, Inc.
THE HOSPITAL PERFORMANCE REPORT	4184525	7/31/2012	Press Ganey Associates, Inc.
THE HOSPITAL TREND REPORT	4184524	7/31/2012	Press Ganey Associates, Inc.
THE TOP 20 REPORTS	4262736	12/18/2012	Press Ganey Associates, Inc.

TOP IMPROVER	3730217	12/22/2009	Press Ganey Associates, Inc.
VALUE-BASED PURCHASING OPTIMIZER	4153385	6/5/2012	Press Ganey Associates, Inc.
HOSPITAL VALUE INDEX	3823324	7/20/2010	Data Advantage, LLC
IS IT WORTH IT?	3615021	5/5/2009	Data Advantage, LLC
AVAILABLE GUEST TIME	3989476	7/5/2011	On the Spot Systems, Inc.
ON-SITE INSIGHTS	3989478	7/5/2011	On the Spot Systems, Inc.
ONTHESPOT	3808337	6/22/2010	On the Spot Systems, Inc.
SURVEYONTHESPOT	3808336	6/22/2010	On the Spot Systems, Inc.
A PATIENT-CENTERED APPROACH TO CLINICAL INFORMATION MANAGEMENT	3133799	8/22/2006	Dynamic Clinical Systems, Inc.

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