

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Technomic, Inc.		08/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	One U.S. Bank Plaza		
City:	Saint Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4604660	DIGITAL RESOURCE LIBRARY	
Registration Number:	4508375	FOODSERVICE CATEGORY MANAGEMENT INSTITUT	
Registration Number:	4676770	CONSUMER BRAND METRICS	
Registration Number:	4439352	TECHNOMIC SMARTSUPPORT	
Registration Number:	4395064	FOODSERVICE PLANNING PROGRAM	
Registration Number:	4378945	TECHNOMIC EXPERIENCE	
Registration Number:	4363816	PRICEMONITOR	
Registration Number:	3508550	RMS MONITOR	
Registration Number:	2886161	SMARTSEARCH	
Registration Number:	2191823	CONCEPTRAC	
Registration Number:	0874438	TECHNOMIC	
Serial Number:	86529742	CONSUMER4SIGHT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
TRADEMARK			

CH \$315.00 4604660

Address Line 2: 2001 Ross Ave., Suite 3600
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 40106-30890

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 08/31/2015

Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of August 31, 2015 by and from TECHNOMIC, INC., a Delaware corporation (the "Grantor") to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, LOE Holdings, LLC ("Holdings"), Winsight, LLC (the "Borrower"), the Lenders and the Grantee have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, the Borrower, Holdings and certain other Material Domestic Subsidiaries of Holdings have entered into a Security Agreement with the Grantee dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks as listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Holders of Secured Obligations and (to the extent provided in the Security Agreement) their Affiliates. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Security Agreement), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date

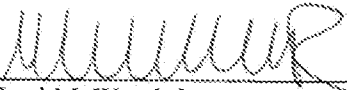
hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Wisconsin.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

TECHNOMIC, INC.

By: 

Name: Michael M. Wood, Jr.

Title: President, Secretary and Assistant Treasurer

Confirmatory Grant of Security Interest In United States Trademarks
(Technomic)

TRADEMARK
REEL: 005612 FRAME: 0710

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
Technomic, Inc.	Digital Resource Library	United States of America	86-151377	4,604,660 September 16, 2014	Registered
Technomic, Inc.	Foodservice Category Management Institute	United States of America	86-000613	4,508,375 April 1, 2014	Registered
Technomic, Inc.	Consumer Brand Metrics (application)	United States of America	86-000563	4,676,770 January 20, 2015	Registered
Technomic, Inc.	Technomic Smartsupport	United States of America	85-889011	4,439,352 November 26, 2013	Registered
Technomic, Inc.	Foodservice Planning Program	United States of America	85-739277	4,395,064 September 3, 2013	Registered
Technomic, Inc.	Technomic Experience	United States of America	85-739215	4,378,945 August 6, 2013	Registered
Technomic, Inc.	Pricemonitor	United States of America	85-739260	4,363,816 July 9, 2013	Registered
Technomic, Inc.	RMS Monitor	United States of America	77-427170	3,508,550 September 30, 2008	Registered
Technomic, Inc.	Smartsearch	United States of America	76-554739	2,886,161 September 21, 2004	Registered
Technomic, Inc.	Conceptrac	United States of America	75-212863	2,191,823 September 29, 1998	Registered
Technomic, Inc.	Technomic	United States of America	72-277314	874,438 August 2, 1967	Registered
Technomic, Inc.	Consumer 4 Sight	United States of America	86-529742 February 10, 2015		Pending