

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM355233

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABERDEEN CONTENT, LLC		07/31/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
AMI HOLDING COMPANY, LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
ABERDEEN MARKET INTELLIGENCE U.S., LLC	FORMERLY Harte-Hanks Market Intelligence, Inc.	07/31/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
THE ABERDEEN GROUP, LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 ALMADEN BLVD., SUITE 100		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3239387	ABERDEENACCESS	
<b>Registration Number:</b>	2262547	ABERDEEN GROUP	
<b>Registration Number:</b>	2225959	ABERDEEN GROUP	
<b>Registration Number:</b>	2245820	ABERDEEN GROUP	
<b>Registration Number:</b>	2256783	ABERDEEN GROUP	
<b>Registration Number:</b>	2225955	ABERDEEN GROUP	
<b>Registration Number:</b>	2262543	ABERDEEN GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		

OP \$190.00 3239387

**Correspondent Name:** PATTY CHENG  
**Address Line 1:** 2625 Middlefield Rd., #215  
**Address Line 4:** Palo Alto, CALIFORNIA 94306

**ATTORNEY DOCKET NUMBER:** 1-1115

**NAME OF SUBMITTER:** Patty Cheng

**SIGNATURE:** /s/ Patty Cheng

**DATE SIGNED:** 09/16/2015

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 31, 2015 (the "Agreement") between WESTERN ALLIANCE BANK ("Lender") and AMI HOLDING COMPANY, LLC, a Delaware limited liability company ("Parent"), THE ABERDEEN GROUP, LLC, a Delaware limited liability company formerly known as AMI Intermediate, LLC ("AMI"), ABERDEEN MARKET INTELLIGENCE U.S., LLC, a California limited liability company and successor in interest to Harte-Hanks Market Intelligence, Inc. ("AMIUS"), and ABERDEEN CONTENT, LLC, a Massachusetts limited liability company ("Aberdeen"; Parent, Aberdeen, AMI and AMIUS are each also referred to as a "Grantor", and collectively, as the "Grantors") is made with reference to the Loan and Security Agreement, dated as of July 31, 2015 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors.

Terms defined in the Loan Agreement have the same meaning when used in this Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTORS:

LENDER:

AMI HOLDING COMPANY, LLC

WESTERN ALLIANCE BANK

By: *James W. Colare*

By: \_\_\_\_\_

Title: CFO

Title: \_\_\_\_\_

Address for Notices:

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax: (408) 282-1681

THE ABERDEEN GROUP, LLC

By: *James W. Colare*

Title: CFO

ABERDEEN MARKET INTELLIGENCE U.S., LLC

By: *James W. Colare*

Title: CFO

ABERDEEN CONTENT, LLC

By: *James W. Colare*

Title: CFO

Address for Notices for all Grantors:

451 D Street, Suite 710  
Boston, MA 02210  
Attn: Gary Skidmore, CEO

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTORS:**

**LENDER:**

**AMI HOLDING COMPANY, LLC**

**WESTERN ALLIANCE BANK**

By: \_\_\_\_\_

By: B/K \_\_\_\_\_

Title: \_\_\_\_\_

Title: ASST. VICE PRESIDENT

Address for Notices:

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax: (408) 282-1681

**THE ABERDEEN GROUP, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ABERDEEN MARKET INTELLIGENCE U.S., LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ABERDEEN CONTENT, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices for all Grantors:

451 D Street, Suite 710  
Boston, MA 02210  
Attn: Gary Skidmore, CEO

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist ☐

<u>Name of Owner</u>	<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>
Aberdeen	Text	Accelerate the benefits of SAP R/3 with dynamic industry knowledge.	TX0004740953	1998-09-08
Aberdeen	Text	AcceleratedSAP : fast implementation, rapid realization of SAP benefits.	TX0004740951	1997-06-30
Aberdeen	Text	TeamSAP : SAP's mantra for assuring customer success.	TX0004740952	1998-09-08

## EXHIBIT B

## TRADEMARKS

Please Check if No Trademarks Exist ☐

<u>Owner</u>	<u>Description:</u>	<u>U.S. Serial Number:</u>	<u>Filing Date</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
Aberdeen	ABERDEENACCESS	78914488	June 22, 2006	3239387	May 8, 2007
Aberdeen	ABERDEEN GROUP	75428384	February 3, 1998	2262547	July 20, 1999
Aberdeen	ABERDEEN GROUP	75428116	February 3, 1998	2225959	February 23, 1999
Aberdeen	ABERDEEN GROUP	75428111	February 3, 1998	2245820	May 18, 1999
Aberdeen	ABERDEEN GROUP	75428006	February 3, 1998	2256783	June 29, 1999
Aberdeen	ABERDEEN GROUP	75427929	February 3, 1998	2225955	February 23, 1999
Aberdeen	ABERDEEN GROUP	75427928	February 3, 1998	2262543	July 20, 1999

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☒

<u>Name of Owner</u>	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issue / Publication Date:</u>