

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM371015

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMI HOLDING COMPANY, LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
THE ABERDEEN GROUP, LLC	FORMERLY AMI Intermediate, 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
ABERDEEN CONTENT, LLC		07/31/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BLVD., SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86798978	ABERDEEN GROUP	
Serial Number:	77534347	CI PIPELINE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
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		

OP \$65.00 86798978

SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	01/28/2016
Total Attachments: 6 source=Aberdeen Group - IPSA - executed 2015-07-31 (updated Jan2016)#page1.tif source=Aberdeen Group - IPSA - executed 2015-07-31 (updated Jan2016)#page2.tif source=Aberdeen Group - IPSA - executed 2015-07-31 (updated Jan2016)#page3.tif source=Aberdeen Group - IPSA - executed 2015-07-31 (updated Jan2016)#page4.tif source=Aberdeen Group - IPSA - executed 2015-07-31 (updated Jan2016)#page5.tif source=Aberdeen Group - IPSA - executed 2015-07-31 (updated Jan2016)#page6.tif	

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

TRADEMARK

REEL: 005718 FRAME: 0839

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
Aberdeen	ABERDEEN GROUP	86798978	October 26, 2015		
AMIUS	CI PIPELINE	77534347	July 30, 2008	3702987	October 27, 2009

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>