

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gartner, Inc.		06/17/2016	Corporation: DELAWARE
Capterra, Inc.		06/17/2016	Corporation: DELAWARE
Dataquest, Inc.		06/17/2016	Corporation: CALIFORNIA
Software Advice, Inc.		06/17/2016	Corporation: CALIFORNIA
The Research Board, Inc.		06/17/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	4640207	HYPE CYCLE	
Registration Number:	4640209	HYPE CYCLE	
Registration Number:	4793310	SENEXX	
Registration Number:	4793311	SOLVEPATH	
Registration Number:	4645283	COOL VENDORS	
Registration Number:	4645284	COOL VENDORS	
Registration Number:	3999791	GARTNER IT MARKET CLOCK	
Registration Number:	3999790	GARTNER IT MARKET CLOCK	
Registration Number:	3999787	IT MARKET CLOCK	
Registration Number:	3999786	IT MARKET CLOCK	
Registration Number:	4716226	SOLVEPATH	
Registration Number:	4716228	SENEXX	
Registration Number:	4640204	MAGIC QUADRANT	
Registration Number:	4644242	MAGIC QUADRANT	

CH \$790.00 4640207

Property Type	Number	Word Mark
Registration Number:	4614174	CLOUDBENCH
Registration Number:	4601868	CLOUDGRADE
Registration Number:	3973590	CLOUDHARMONY
Registration Number:	4601869	CLOUDMATCH
Registration Number:	4919778	CLOUDADVICE
Registration Number:	4614173	CLOUDPROBE
Registration Number:	4601867	CLOUDSCORES
Registration Number:	4601866	CLOUDSQUARE
Registration Number:	1737310	THE RESEARCH BOARD
Registration Number:	4512967	SOFTWARE ADVICE
Registration Number:	1002377	DATAQUEST
Registration Number:	2656606	DATAQUEST
Registration Number:	2656629	DATAQUEST
Registration Number:	2656615	DATAQUEST
Registration Number:	4591378	SOFTWAREMATCH
Registration Number:	4486494	SOFTWAREMATCH
Registration Number:	2742773	CAPTERRA

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5094

Email: jnull@stblaw.com

Correspondent Name: Linda Nyberg

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1889
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	06/29/2016

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT, dated as of June 17, 2016 (this “Agreement”), among the Grantors listed on the signature pages below (each, a “Grantor”) and JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of June 17, 2016 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Gartner, Inc. (the “Borrower”), the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), the Co-Syndication Agents, the Co-Documentation Agents and the Administrative Agent, and (b) the Guarantee and Collateral Agreement, dated as of June 17, 2016 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, certain of its Subsidiaries and the Administrative Agent.

Pursuant to the Credit Agreement, the Lenders and the Issuing Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower is a member of an affiliated group of companies that includes each other Grantor. The Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations, each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the United States trademark registrations and applications for registration listed on Schedule A attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall any security interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by email or telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

[Signature Pages Follow]

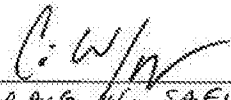
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GARTNER, INC.

By: C. W. Safian
Name: CRAIG W. SAFIAN
Title: SVP + CFO

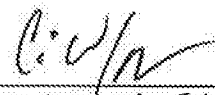
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

CAPTERRA, INC.

By: 
Name: CRAIG W. SAFIAN
Title: PRESIDENT

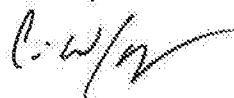
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

DATAQUEST, INC.

By: 
Name: CRAIG W. SAFIAN
Title: PRESIDENT

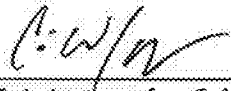
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

SOFTWARE ADVICE, INC.

By: 
Name: CRAIG W. SAFIAN
Title: PRESIDENT

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

THE RESEARCH BOARD, INC.

By: 
Name: CRAIG W. SAFIAN
Title: PRESIDENT

Acknowledged by:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: D. Scott Farquhar
Title: Executive Director

SCHEDULE ATrademarks*Registered Trademarks*

Registered Owner	Mark	Registration No.
Gartner, Inc.	HYPE CYCLE	4640207
Gartner, Inc.	HYPE CYCLE	4640209
Gartner, Inc.	SENEXX	4793310
Gartner, Inc.	SOLVEPATH	4793311
Gartner, Inc.	COOL VENDORS	4645283
Gartner, Inc.	COOL VENDORS	4645284
Gartner, Inc.	GARTNER IT MARKET CLOCK	3999791
Gartner, Inc.	GARTNER IT MARKET CLOCK	3999790
Gartner, Inc.	IT MARKET CLOCK	3999787
Gartner, Inc.	IT MARKET CLOCK	3999786
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Dataquest, Inc.	DATAQUEST	2656615
Capterra, Inc.	SOFTWAREMATCH	4591378
Capterra, Inc.	SOFTWAREMATCH	4486494
Capterra, Inc.	CAPTERRA	2742773

Trademark Applications

None.

Exclusive Trademark Licenses

None.