

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Information Resources, Inc.		01/18/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4836299	GROWTH DELIVERED.	
Registration Number:	4932530	IRI	
Registration Number:	5015586	IRI	
Registration Number:	5015587	IRI	
Registration Number:	4991201		
Registration Number:	4976089	PROSCORES	
Serial Number:	87044829	E-MARKET INSIGHTS	
Serial Number:	85835420	INFOSCAN	
Serial Number:	86769241	LIQUID DATA	
Serial Number:	87250695	MILLENNIALINK	
Serial Number:	87104147	UNIFY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		

CH \$290.00 4836299

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	036608-0091
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	01/18/2017
Total Attachments: 6 source=IRI - Trademark Security Agreement - Second Lien#page1.tif source=IRI - Trademark Security Agreement - Second Lien#page2.tif source=IRI - Trademark Security Agreement - Second Lien#page3.tif source=IRI - Trademark Security Agreement - Second Lien#page4.tif source=IRI - Trademark Security Agreement - Second Lien#page5.tif source=IRI - Trademark Security Agreement - Second Lien#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of January 18, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (“**Grantor**”) in favor of Morgan Stanley Senior Funding, Inc. as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is a party to a Second Lien Security Agreement, dated as of January 18, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among Grantor, the other grantors party thereto and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered

trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to 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 by the USPTO, 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of the Aggregate Commitments, the payment in full of all Secured Obligations (other than contingent obligations as to which no claim has been asserted, Cash Management Obligations and obligations pursuant to Secured Hedge Agreements). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


SECTION 8. INTERCREDITOR AGREEMENT

Notwithstanding anything herein to the contrary, the Liens and the Security Interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder, will be subject in all respects to the provisions of the First-Second Lien Intercreditor Agreement and any other Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

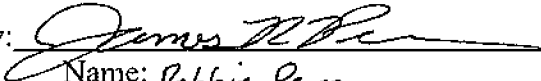
INFORMATION RESOURCES, INC.

By 
Name: Michael J. Samuels
Title: Executive Vice President, Chief
Financial Officer & Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005969 FRAME: 0712

**MORGAN STANLEY SENIOR FUNDING,
INC.,**
as Administrative Agent

By: 
Name: Robbie Pearson
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK		SERIAL NO. / REGISTRATION NO.	FILE DATE / REG. DATE	OWNER
E-MARKET INSIGHTS	USA	87044829	5/20/2016	INFORMATION RESOURCES, INC
GROWTH DELIVERED	USA	4,836,299	10/20/2015	INFORMATION RESOURCES, INC
INFOSCAN	USA	85835420	1/29/2013	INFORMATION RESOURCES, INC
IRI	USA	4,932,530	4/5/2016	INFORMATION RESOURCES, INC
IRI	USA	5,015,586	8/9/2016	INFORMATION RESOURCES, INC
IRi – Design	USA	5,015,587	8/9/2016	INFORMATION RESOURCES, INC
LIQUID DATA	USA	86769241	9/25/2015	INFORMATION RESOURCES, INC
LOGO	USA	4,991,201	7/5/2016	INFORMATION RESOURCES, INC
METRICS THAT MATTER	USA	86724208 ITU	8/13/2015	INFORMATION RESOURCES, INC
MILLENNIALINK	USA	87250695	11/29/2016	INFORMATION RESOURCES, INC
PROSCORES	USA	4,976,089	6/14/2016	INFORMATION RESOURCES, INC
UNIFY	USA	87104147	7/14/2016	INFORMATION RESOURCES, INC