

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Media Iris, LLC		06/05/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs BDC, Inc., as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4186016	MEDIA IRIS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	055771-0002		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	06/07/2017		
Total Attachments: 7			
source=Project Cub - 2L Trademark Security Agreement Executed#page1.tif			
source=Project Cub - 2L Trademark Security Agreement Executed#page2.tif			
source=Project Cub - 2L Trademark Security Agreement Executed#page3.tif			
source=Project Cub - 2L Trademark Security Agreement Executed#page4.tif			
source=Project Cub - 2L Trademark Security Agreement Executed#page5.tif			

OP \$40.00 4186016

source=Project Cub - 2L Trademark Security Agreement Executed#page6.tif

source=Project Cub - 2L Trademark Security Agreement Executed#page7.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of June 5, 2017 (this “Trademark Security Agreement”), is made by each signatory hereto listed under “Pledgors” (each a “Pledgor” and collectively, the “Pledgors”), in favor of Goldman Sachs BDC, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Second Lien Credit Agreement, dated as of June 5, 2017 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Millennium Park Holdco, Inc., a Delaware corporation (“Intermediate Holdings”), Millennium Park Merger Sub, LLC, a Delaware limited liability company (“Merger Sub” and, together with Intermediate Holdings, the “Initial Borrowers”), which will merge with and into MT Parent, LLC, a Delaware limited liability company, as the surviving entity after giving effect to the Closing Date Acquisition (“MT Parent”), MT Parent, Inc., a Delaware corporation (“MT Intermediate”), Market Track, LLC, a Delaware limited liability company (“Market Track” and, together with the Initial Borrowers, MT Parent and MT Intermediate, the “Borrowers” and each individually, a “Borrower”), certain subsidiaries and affiliates of the Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral 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 if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the

foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to Antares Capital LP, as collateral agent (or permitted successor collateral agent), pursuant to or in connection with the First Lien Credit Agreement, dated as of the date hereof, among Holdings, the Borrowers, each of the other guarantors from time to time party thereto, the lenders from time to time party thereto, Antares Capital, LP, as administrative agent and collateral agent and the other parties thereto, as further amended, restated, amended and restated, replaced, extended, renewed, refinanced, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement, dated as of the date hereof (as

amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien/Second Lien Intercreditor Agreement”), among Antares Capital LP, as First Lien Collateral Agent, Goldman Sachs BDC, Inc., as Second Lien Collateral Agent, the Borrowers, Holdings and the Subsidiaries of Holdings from time to time party thereto and affiliated and other entities from time to time party thereto. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor and the Collateral Agent have caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MARKET TRACK, LLC,
a Delaware limited liability company, as a Pledgor

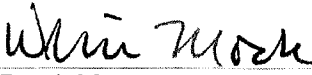
CHANNEL IQ LLC,
a Delaware limited liability company, as a Pledgor

COMPETITRACK, INC.,
a New York corporation, as a Pledgor

DYNAMITE DATA, LLC,
a Delaware limited liability company, as a Pledgor

MEDIA IRIS, LLC,
a Delaware limited liability company, as a Pledgor


NEW MOMENTUM, INC.,
a Delaware corporation, as a Pledgor

By: 
Name: Dennis Moore
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]


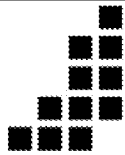
ACCEPTED AND AGREED:

GOLDMAN SACHS BDC, INC.,
as Collateral Agent

By: 
Name: BRENDAN MCGOVERN
Title: AUTHORIZED SIGNATORY

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Database	Registration Number	Filing Date	Registration Date	Post Registration Owner
CHANNEL IQ	U.S.	3,078,349	4/21/2005	4/11/2006	Channel IQ LLC
KNOW EVERYTHING	U.S.	4,587,313	7/30/2013	8/19/2014	Channel IQ LLC
COMPETITRACK	U.S.	2,311,441	11/24/1998	1/25/2000	Competitrack Inc.
CHANNEL MONITOR	U.S.	4,200,335	2/16/2012	8/28/2012	Dynamite Data, LLC
DYNAMITE DATA	U.S.	3,372,015	5/9/2007	1/22/2008	Dynamite Data, LLC
	U.S.	4,229,264	2/16/2012	10/23/2012	Dynamite Data, LLC
DYNAMITE DEALS	U.S.	4,224,925	2/16/2012	10/16/2012	Dynamite Data, LLC
EXPLOSIVE DATA ON DEMAND	U.S.	3,474,720	5/9/2007	7/29/2008	Dynamite Data, LLC
	U.S.	5,198,186	3/18/2016	5/19/2017	Market Track, LLC
AD COMPARISONS	U.S.	5,139,077	7/21/2015	2/7/2017	Market Track, LLC
FEATURE VISION	U.S.	3,648,137	6/27/2007	6/30/2009	Market Track, LLC
FEATURETRAC	U.S.	2,424,885	10/7/1999	1/30/2001	Market Track, LLC
PRICEVISION	U.S.	4,390,598	6/21/2012	8/27/2013	Market Track, LLC

Trademark	Database	Registration Number	Filing Date	Registration Date	Post Registration Owner
PRICEVISION	U.S.	4,282,948	6/21/2012	1/29/2013	Market Track, LLC
THE BASE RATING	U.S.	4,161,650	3/24/2010	6/19/2012	Market Track, LLC
CYBERANALYST	U.S.	4,603,518	3/13/2014	9/9/2014	New Momentum, Inc. d/b/a NewMo
MEDIA IRIS	U.S.	4,186,016	12/14/2011	8/7/2012	Media Iris, LLC