# OP \$165.00 420033

ETAS ID: TM430614

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Trademark Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Golub Capital LLC, as Collateral Agent		06/05/2017	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Dynamite Data, LLC (f/k/a Reno Acquisitions, LLC)
Street Address:	233 S. Wacker Drive, Suite 2105
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	4200335	CHANNEL MONITOR
Registration Number:	3372015	DYNAMITE DATA
Registration Number:	4229264	DYNAMITE DATA
Registration Number:	4224925	DYNAMITE DEALS
Registration Number:	3474720	EXPLOSIVE DATA ON DEMAND
Serial Number:	85769058	RETAIL TRAIL

# **CORRESPONDENCE DATA**

**Fax Number:** 2138918763

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.

Email:rhonda.deleon@lw.comCorrespondent Name:Latham & Watkins LLPAddress Line 1:355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057121-0196
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	06/08/2017

## **Total Attachments: 6**

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### RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of June 5, 2017, is made by **GOLUB CAPITAL LLC**, a Delaware limited liability company, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Grantee") in favor of the Grantors (as defined below).

WHEREAS, **MARKET TRACK, LLC**, a Delaware limited liability company ("<u>First Grantor</u>"), was a party to that certain Trademark Security Agreement dated as of August 9, 2012 in favor of Barclays Bank PLC, as collateral agent for the Secured Parties (the "<u>First Trademark Security Agreement</u>"), which was recorded with the United States Patent and Trademark Office on August 10, 2012, in its records at Reel 004840, Frame 0118;

WHEREAS, **DYNAMITE DATA, LLC** (f/k/a RENO ACQUISITIONS, LLC), a Delaware limited liability company ("Second Grantor"), was a party to that certain Trademark Security Agreement dated as of July 24, 2013 in favor of Barclays Bank PLC, as collateral agent for the Secured Parties (the "Second Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on July 24, 2013, in its records at Reel 5077, Frame 0848;

WHEREAS, **BARCLAYS BANK PLC**, as collateral agent for the Secured Parties, was a party to that certain Assignment of Security Interest in Trademarks Under the Trademark Security Agreement dated as of October 18, 2013 in favor of Grantee (the "<u>Assignment</u>"), which was recorded with the United States Patent and Trademark Office on June 10, 2014, in its records at Reel 5299, Frame 0117;1

WHEREAS, **COMPETITRACK, INC.**, a New York corporation ("<u>Third Grantor</u>"), was a party to that certain Trademark Security Agreement dated as of October 18, 2013 in favor of Grantee (the "<u>Third Trademark Security Agreement</u>");

WHEREAS, **MEDIA IRIS, LLC**, a Delaware limited liability company ("<u>Fourth Grantor</u>"), was a party to that certain Trademark Security Agreement dated as of August 13, 2014 in favor of Grantee (the "<u>Fourth Trademark Security Agreement</u>"), which was recorded with the United States Patent and Trademark Office on August 15, 2014, in its records at Reel 005344, Frame 0718;

WHEREAS, **NEW MOMENTUM, INC.**, a Delaware corporation ("<u>Fifth Grantor</u>", was a party to that certain Trademark Security Agreement dated as of April 9, 2015 in favor of Grantee (the "<u>Fifth Trademark Security Agreement</u>"), which was recorded with the United States Patent and Trademark Office on April 10, 2015, in its records at Reel 5495, Frame 0700;

WHEREAS, the First Grantor was a party to that certain Trademark Security Agreement dated as of August 31, 2015 in favor of Grantee (the "Sixth Trademark Security Agreement"),

<sup>1</sup> The assignment references the security interests in favor of Barclays Bank at Reel/Frame Nos. 4840/0118 (Market Track, LLC trademarks) and 5077/0848 (Dynamite Data, LLC trademarks) but only the trademarks for Market Track, LLC are scheduled and so the assignment is not recorded against the Dynamite Data, LLC trademarks

which was recorded with the United States Patent and Trademark Office on April 10, 2015, in its records at Reel 5495, Frame 0700;

WHEREAS, CHANNEL IQ LLC, a Delaware limited liability company ("Sixth Grantor"; together with the First Grantor, the Second Grantor, the Third Grantor, the Fourth Grantor, and the Fifth Grantor, the "Grantors"), was a party to that certain Trademark Security Agreement dated as of May 24, 2016 in favor of Grantee (the "Seventh Trademark Security Agreement"; together with the First Trademark Security Agreement, the Second Trademark Security Agreement, the Assignment, the Third Trademark Security Agreement, the Fifth Trademark Security Agreement and the Sixth Trademark Security Agreement, the "Agreements"); capitalized terms used but not defined herein will have the meaning given to them in the Agreements;

WHEREAS, the Agreements granted to the Grantee for the benefit of the Secured Parties, a security interest in and continuing lien on all right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined in the Agreements), including without limitation: (i) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including, without limitation, those listed on Schedule I hereto, (ii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto in the United States; and

WHEREAS, Grantee desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee hereby (i) fully and finally releases, discharges, and terminates (a) its security interest, continuing lien and other rights in, to and under the Trademark Collateral, including the goodwill of the business symbolized by the Trademarks (as defined in the Guarantee and Collateral Agreement), and (b) any and all other rights it may have under the Agreements, (ii) agrees that it shall, at the expense of the Grantors, execute all other documents and do all other acts necessary to relinquish and effect the release of such rights and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence release and termination of its rights under each of the Loan Documents (as defined in the Guarantee and Collateral Agreement) with respect to the Trademark Collateral.

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IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed as of the day and year first above written.

GOLUB CAPITAL LLC

Name: Robert G. Tuchscherer

Title: Managing Director

REEL: 006080 FRAME: 0416

# **SCHEDULE I**

Grantor: Market Track, LLC

Reel 004840/Frame 0118 and Reel 5299/Frame 0117 (Assignment)

Mark	Serial No.	Filing Date	Registration No.	Registration Date
Feature Vision	77/216,890	06/27/2007	3,648,137	06/30/2009
FEATURETRAC	75/816,797	10/07/1999	2,424,885	01/30/2001

Grantor: Dynamite Data, LLC

**Reel 5077/Frame 0848** 

Mark	Serial No.	Filing Date	Registration No.	Registration Date
CHANNEL MONITOR	85/544,336	02/16/2012	4,200,335	08/28/2012
DYNAMITE DATA	77/176,455	05/09/2007	3,372,015	01/22/2008
DYNAMITE DATA (Design)	85/544,349	02/16/2012	4,229,264	10/23/2012
DYNAMITE DEALS	85/544,365	02/16/2012	4,244,925	10/16/2012
EXPLOSIVE DATA ON DEMAND	77/176,461	05/09/2007	3,474,720	07/29/2008
RETAIL TRAIL	85/769,058	11/01/2012		

Grantor: Competitrack, Inc.

Mark	Serial No.	Filing Date	Registration No.	Registration Date
COMPETITRACK	75/594,378	11/24/1998	2,311,441	01/25/2000

Grantor: Media Iris, LLC Reel 005344/Frame 0718

Mark	Serial No.	Filing Date	Registration No.	Registration Date
MEDIA IRIS	85/494,872	12/14/2011	4,186,016	08/07/2012

Grantor: New Momentum, Inc. Reel 5495/Frame 0700

Mark	Serial No.	Filing Date	Registration No.	Registration Date
CYBERANALYST	86/220464	03/13/2014	4,603,518	09/09/2014

**Grantor: Market Track, LLC** 

Mark	Serial No.	Filing Date	Registration No.	Registration Date
THE BASE RATING	77/966,785	3/24/2010	4,161,650	6/19/2012
PROMO IMPACT	86/699,539	7/21/2015		
AD COMPARISONS	86/699,497	7/21/2015	5,139,077	2/7/2017

**Grantor: Channel IQ LLC** 

Mark	Serial No.	Filing Date	Registration No.	Registration Date
CHANNEL IQ	76/636,638	4/21/2005	3,078,349	4/11/2006
KNOW EVERYTHING	86/023,269	7/30/2013	4,587,313	8/19/2014

TRADEMARK
REEL: 006080 FRAME: 0419

RECORDED: 06/08/2017