

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432743

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Health Media, LLC		06/23/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, National Association
Street Address:	250 Pehle Avenue
City:	Saddle Brook
State/Country:	NEW JERSEY
Postal Code:	07663
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4389007	AHM
Registration Number:	5150643	SRX
Registration Number:	3188787	KEYSTONE SYSTEM
Registration Number:	3200563	IRIS
Registration Number:	4005329	AUDIENCE GENERATION EXCHANGE (AGX)
Registration Number:	3733810	PFX
Registration Number:	3733874	EFX
Registration Number:	3369196	INSITERESEARCH
Registration Number:	3385338	INSITERESEARCH
Registration Number:	3879435	VENUEVANTAGE
Registration Number:	3919595	VENUEVANTAGE AN ADVANCED HEALTH MEDIA SO

CORRESPONDENCE DATA

Fax Number: 2024083121

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

TRADEMARK

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	701286
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/27/2017
Total Attachments: 8 source=6-27-17 Advanced Health Media-TM#page1.tif source=6-27-17 Advanced Health Media-TM#page2.tif source=6-27-17 Advanced Health Media-TM#page3.tif source=6-27-17 Advanced Health Media-TM#page4.tif source=6-27-17 Advanced Health Media-TM#page5.tif source=6-27-17 Advanced Health Media-TM#page6.tif source=6-27-17 Advanced Health Media-TM#page7.tif source=6-27-17 Advanced Health Media-TM#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "IP Security Agreement") is made this 23rd day of June, 2017, among Advanced Health Media, LLC ("Grantor"), and JPMorgan Chase Bank, National Association (together with its successors, "Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor and Bank, Bank is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Borrower shall have executed and delivered to Bank, that certain Pledge and Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Bank this IP Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (except to the extent such property constitutes Excluded Property as defined in the Security Agreement) (collectively, the "Trademark Collateral"):

(a) all of its trademarks including those referred to on Schedule I hereto (the "Trademarks");

(b) all renewals of the items described in 2(a), above;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(d) all contract rights, documents, applications and licenses (other than any computer software license or agreement from a third party which by its express terms cannot be encumbered as contemplated by the Security Agreement) related to the Trademarks;

(e) all tangible property embodying or incorporating any of the Trademarks; and

(f) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any intellectual property license.

3. GRANT OF SECURITY INTEREST IN PATENTS. Grantor hereby grants to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (except to the extent such property constitutes Excluded Property as defined in the Security Agreement) (collectively, the "Patent Collateral" and, together with the Trademark Collateral, collectively, the "IP Collateral"):

- (a) all of its patents including those referred to in Schedule II hereto (the "Patents");
- (b) all other extant letters patent of the United States or any other country or political subdivision, all formulations, inventions, registrations and recordings thereof in the United States or any other country or political subdivision, all applications for letters patent of the United States or any other country or political subdivision (the "Future Patents"), including, without limitation, all formulations, inventions, registrations, recordings and applications in the United States Patent and Trademark Office or any other country or political subdivision;
- (c) all reissues, continuations, divisions, continuations in part or extensions of any of the foregoing;
- (d) all formulations and inventions disclosed and claimed therein, including all improvements thereto and the right to make, use and/or sell the formulations and inventions disclosed and claimed therein;
- (e) the right to sue for past, present and future infringement of any of the foregoing;
- (f) any written agreement executed or to be executed by Grantor granting to any third party any right to practice any formulation and/or invention disclosed or claimed in a patent, now or hereafter held by Grantor, or granting to Grantor any right to practice any formulations and/or inventions disclosed and claimed in a patent now or hereafter owned by any third party;
- (g) any claim of Grantor against third parties for past, present or infringement of any patent or patent license, and any and all other amounts from time to time paid or payable in connection with any of the foregoing, and any and all other products and proceeds of the foregoing.

4. SECURITY FOR OBLIGATIONS. This IP Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations owed by Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

5. SECURITY AGREEMENT. This IP Security Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Bank in the IP Collateral with the United States Patent and Trademark Office. The security interests granted pursuant to this IP Security Agreement are granted in conjunction with the security interests granted to Bank, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the IP 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.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Patents, the provisions of this IP Security Agreement shall automatically apply thereto. To the extent required by the Security Agreement or Credit Agreement, Grantor shall give notice in writing to Bank with respect to any such new trademarks or patents or renewal or extension of any trademark or patent registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Bank unilaterally (but with notice to Grantor) to modify this Agreement by (i) amending Schedule I to

include any such new trademark rights of Grantor and (ii) amending Schedule II to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this IP Security Agreement or amend Schedule I or Schedule II shall in any way affect, invalidate or detract from Bank's continuing security interest in all IP Collateral, whether or not listed on Schedule I or Schedule II. To the extent required by the Security Agreement or Credit Agreement, Grantor shall execute and deliver to Bank such amendments, modifications and/or supplements to this IP Security Agreement so as to cause this IP Security Agreement to apply to any such new Trademarks or Patents.

7. POWER OF ATTORNEY. Grantor hereby constitutes and appoints Bank the true and lawful attorney of Grantor with full power of substitution to take any and all appropriate action and to execute any and all documents, instruments or applications that may be necessary or desirable to accomplish the purpose and carry out the terms of this IP Security Agreement. The foregoing power of attorney (i) is coupled with an interest, (ii) may be used by Bank only following an Event of Default under the Credit Agreement and (iii) shall be irrevocable until all of the Secured Obligations have been paid in full. Neither Bank nor anyone acting on Bank's behalf shall be liable for acts, omissions, errors in judgment, or mistakes in fact in such capacity as attorney-in-fact. Grantor ratifies all acts of Grantor as attorney-in-fact. Grantor agrees to take such other actions, at Grantor's expense, as might be requested for the perfection, continuation and assignment, in whole or in part, of the security interests granted herein and to assure and preserve Bank's intended priority position.

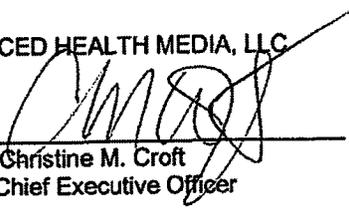
8. COUNTERPARTS. This IP Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this IP Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this IP Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this IP Security Agreement or any other Loan Document refer to this IP Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this IP Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this IP Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Secured Obligations. Any reference herein to any person shall be construed to include such person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature Page Follows]

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

ADVANCED HEALTH MEDIA, LLC

By: 

Name: Christine M. Croft

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

By: _____

Name: James J. McDonnell

Title: Authorized Officer

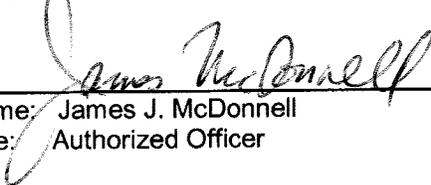
IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ADVANCED HEALTH MEDIA, LLC

By: _____
Name: Christine M. Croft
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

By:  _____
Name: James J. McDonnell
Title: Authorized Officer

Schedule I
to
Agreement (Trademarks)

MARK	SERIAL NO.	FILED	REGISTRATION NO.	REG. DATE	STATUS
	85-592641	4/9/2012	4,389,007	8/20/13	Registered
	87-102129	7/13/2016	5,150,643	2/28/17	Registered
Keystone System	78-629439	5/13/2005	3,188,787	12/26/2006	Registered 8 & 15
	78-629476	5/13/2005	3,200,563	1/23/2007	Registered 8 & 15
Audience Generation Exchange (AGX)	85-166268	11/1/2010	4,005,329	8/2/2011	Registered
	77-741312	5/20/2009	3,733,810	1/5/2010	Registered 8 & 15

MARK	SERIAL NO.	FILED	REGISTRATION NO.	REG. DATE	STATUS
EFX	77-747352	5/29/2009	3,733,874	1/5/2010	Registered 8 & 15
	78-635081	5/23/2005	3,369,196	1/15/2008	Registered 8 & 15
Insiteresearch	78-629099	5/12/2005	3,385,338	2/19/2008	Registered 8 & 15
VenueVantage	85-004010	4/1/2010	3,879,435	11/23/2010	Registered 8 & 15
	85-074896	6/30/2010	3,919,595	2/15/2011	Registered 8 & 15

Schedule II
to
Agreement (Patents)

MATTER NO	SERIAL	PATENT NO.	PUBL NO.	DESCRIPTION	RELATED	STATUS
AHM2-PT002.1	10/440,521	7,822,628	US2004-0044644A1	System and method for a planner	AHM2-PT002	Issued
AHM2-PT002.5	10/726,268	7,774,221	US2005-0120052A1	System and method for a planner	AHM2-PT002.1	Issued
AHM2-PT002.6	12/861,869	7,877,282	US2010-0318390A1	System and method for a planner	AHM2-PT002.1, 2.5	Issued
AHM2-PT003.4	10/949,826	7,788,486	US2005-0091506A1	System and method for distributing	AHM2-PT003.1	Issued
AHM2-PT003.7	12/871,175	8,478,893	US2010-0325103A1	System and method for distributing	AHM2-PT003.4	Issued

4855793v2