

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Market Data Services Limited		07/20/2017	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Golub Capital LLC		
Street Address:	150 South Wacker Drive		
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:	4311366	MDSL	
Registration Number:	4311367	MDSL MARKET DATA EXPERT	
Registration Number:	4311368	MDSL REQUEST PROCUREMENT MANAGER	
Registration Number:	4311369	MDSL TELECOM EXPENSE MANAGER	
Registration Number:	4311370	MDSL MARKET DATA MANAGER	
Registration Number:	3964131	MDSL	
CORRESPONDENCE DATA			
Fax Number:	6502138158		
<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:	6502130300		
Email:	iprecordations@whitecase.com		
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1182886-0004-2383		
NAME OF SUBMITTER:	Christina Ishihara		
SIGNATURE:	/Christina Ishihara/		
DATE SIGNED:	07/20/2017		

CH \$165.00 4311366

Total Attachments: 5

source=Telesoft-MDSL - Trademark Security Agreement#page1.tif

source=Telesoft-MDSL - Trademark Security Agreement#page2.tif

source=Telesoft-MDSL - Trademark Security Agreement#page3.tif

source=Telesoft-MDSL - Trademark Security Agreement#page4.tif

source=Telesoft-MDSL - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 20, 2017, is made by MARKET DATA SERVICES LIMITED, a United Kingdom private limited company (the “Grantor”), in favor of GOLUB CAPITAL LLC, as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of July 20, 2017 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the “Credit Agreement”), by and among Telesoft, LLC, a Delaware limited liability company (“Borrower”), the other Credit Parties party thereto, the financial institutions from time to time parties thereto as Lenders thereunder, and Agent, (i) the Lender Parties have severally agreed to make extensions of credit and/or other financial accommodations to Borrower upon the terms and subject to the conditions set forth therein and (ii) the Guarantors, including the Grantor, have agreed, pursuant to the Credit Agreement, to guarantee the Secured Obligations (as defined in the English Law Debenture referenced below); and

WHEREAS, the Grantor is party to a Debenture of even date herewith in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “English Law Debenture”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, the Grantor hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the English Law Debenture or Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lender Parties, and grants to Agent for the benefit of the Lender Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its U.S. Trademarks included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. English Law Debenture. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the English Law Debenture and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the English Law Debenture. In the event of a conflict between the provisions of this Trademark Security Agreement and the English Law Debenture, the English Law Debenture shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademarks shall be released upon the Payment in Full of all Obligations under the Loan Documents. Upon the termination of this Trademark Security Agreement, Agent shall execute reasonably necessary documents, make reasonably necessary filings, take other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademarks granted herein, in each case without recourse or warranty.

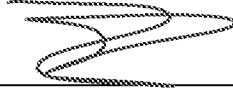
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has duly executed this Trademark Security Agreement as of the date first written above.

MARKET DATA SERVICES LIMITED, a U.K.
private limited company



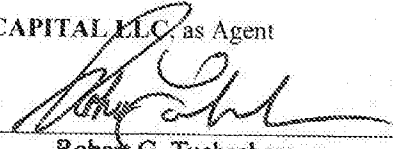
By: _____

Name: Thierry Zerbib

Title: Director

GOLUB CAPITAL LLC, as Agent

By:



Name:

Robert G. Tuchscherer

Title:

Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006110 FRAME: 0040

SCHEDULE I
TO
Trademark Security Agreement

United States Trademark Registrations

1. REGISTERED Trademarks

No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
1.	MDSL	85363072	7/5/2011	4311366	4/2/2013
2.	MDSL MARKET DATA EXPERT	85363093	7/5/2011	4311367	4/2/2013
3.	MDSL REQUEST PROCUREMENT MANAGER	85363198	7/5/2011	4311368	4/2/2013
4.	MDSL TELECOM EXPENSE MANAGER	85363258	7/5/2011	4311369	4/2/2013
5.	MDSL MARKET DATA MANAGER	85363277	7/5/2011	4311370	4/2/2013
6.	MDSL	77876250	11/19/2009	3964131	5/24/2011

2. TRADEMARK APPLICATIONS

None.