

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443531

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Orc International, Inc.		09/15/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BNP PARIBAS, as collateral agent
Street Address:	787 Seventh Avenue, 28th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Banking Company: FRANCE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	73659918	CARAVAN
Serial Number:	73212506	CARAVAN SURVEYS
Serial Number:	78879386	CONSELECT ONLINE CONCEPT TESTING SOLUTIO
Serial Number:	75200602	CORPERCEPTIONS
Serial Number:	87099954	ENGINE
Serial Number:	74319087	FIND
Serial Number:	85691081	GAMEOPTIMIZER
Serial Number:	85748733	I 2 THE POWER OF INTEGRATED INTELLIGENCE
Serial Number:	76362542	INSIGHT BEYOND MEASURE
Serial Number:	76100792	INTOTA
Serial Number:	77934274	ISHelf
Serial Number:	77753204	OPINION RESEARCH CORPORATION
Serial Number:	77753150	ORC
Serial Number:	73212843	ORC
Serial Number:	85626667	POWER OF INTEGRATED INTELLIGENCE
Serial Number:	85320613	SOCIALVIEW
Serial Number:	74050657	TELTECH
Serial Number:	85471797	THE POWER OF I 2

CH \$540.00 73659918

Property Type	Number	Word Mark
Serial Number:	87215115	SEE TOMORROW
Serial Number:	73677429	GUIDELINE
Serial Number:	74707637	ORC INTERNATIONAL

CORRESPONDENCE DATA

Fax Number:

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Amanjot Kaur
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86700.8
NAME OF SUBMITTER:	Amanjot Kaur
SIGNATURE:	/Amanjot Kaur by trademarkny/
DATE SIGNED:	09/18/2017

Total Attachments: 7
source=Engine - IP Security Agreement (ORC International - 2L Trademarks) (Executed)#page1.tif
source=Engine - IP Security Agreement (ORC International - 2L Trademarks) (Executed)#page2.tif
source=Engine - IP Security Agreement (ORC International - 2L Trademarks) (Executed)#page3.tif
source=Engine - IP Security Agreement (ORC International - 2L Trademarks) (Executed)#page4.tif
source=Engine - IP Security Agreement (ORC International - 2L Trademarks) (Executed)#page5.tif
source=Engine - IP Security Agreement (ORC International - 2L Trademarks) (Executed)#page6.tif
source=Engine - IP Security Agreement (ORC International - 2L Trademarks) (Executed)#page7.tif

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of September 15, 2017 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Second Lien Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Second Lien Pledge and Security Agreement, dated as of September 15, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Second Lien Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Second Lien Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States trademarks, trade names, 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, all registrations and applications for any of the foregoing (but excluding any *intent-to-use* trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto) including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Second Lien Pledge and Security Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Pledge and Security Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Second Lien Pledge and Security Agreement or the Second Lien Credit Agreement, the provisions of the Second Lien Pledge and Security Agreement or the Second Lien Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

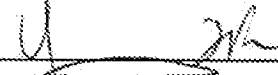
ORC INTERNATIONAL, INC.,
as a Grantor


By: Collin R. Abert
Name: Collin Abert
Title: Vice President

[Signature Page to Intellectual Property Security Agreement (2L - Trademarks)]

TRADEMARK
REEL: 006156 FRAME: 0190

BNP PARIBAS, as Collateral Agent

By: _____ 
Name: _____
Title: **Jung Wu**
Vice President

By: _____ 
Name: _____
Title: **Peter Fritz**
Vice President

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

[See attached.]

U.S. Trademark Registrations and Trademark Applications

Mark	Owner	App. No. Filing Date	Reg. No. Reg. Date	Status
CARAVAN	ORC International, Inc.	73659918 05/11/1987	1470224 12/22/1987	Registered
CARAVAN SURVEYS	ORC International, Inc.	73212506 04/23/1979	1158530 06/23/1981	Registered
CONSELECT ONLINE CONCEPT TESTING SOLUTION	MRSI (Market Research Services, Inc.)	78879386 05/09/2006	3232995 04/24/2007	Lapsed
CORPERCEPTIONS	ORC International, Inc.	75200602 11/19/1996	2105536 10/14/1997	Registered
ENGINE	ORC International, Inc.	87099954 07/11/2016		Pending
FIND	ORC International, Inc.	74319087 09/29/1992	1776731 06/15/1993	Registered
GAMEOPTIMIZER	ORC International, Inc.	85691081 7/31/2012	4308832 3/26/13	Registered
I 2 THE POWER OF INTEGRATED INTELLIGENCE	ORC International, Inc.	85748733 10/09/2012	4417186 10/15/2013	Registered
INSIGHT BEYOND MEASURE	ORC International, Inc.	76362542 01/24/2002	2659146 12/10/2002	Registered
INTOTA	ORC International, Inc.	76100792 08/01/2000	2696289 03/11/2003	Registered
ISHelf	ORC International, Inc.	77934274 02/12/2010	3853001 09/28/2010	Registered
OPINION RESEARCH CORPORATION	ORC International, Inc.	77753204 06/05/2009	3862579 10/19/2010	Registered
ORC	ORC International, Inc.	77753150 06/05/2009	3728348 12/22/2009	Registered

ORC	ORC International, Inc.	73/212843 04/23/1979	1147327 02/17/1981	Registered
POWER OF INTEGRATED INTELLIGENCE	ORC International, Inc.	85626667 05/16/2012	4268173 01/01/2013	Registered
SOCIALVIEW	ORC International, Inc.	85320613 05/13/2011	4076788 12/27/2011	Registered
TELTECH	ORC International, Inc.	74050657 04/19/1990	1642386 04/23/1991	Registered
THE POWER OF I 2	ORC International, Inc.	85471797 11/14/2011	4333573 05/14/2013	Registered
SEE TOMORROW	ORC International, Inc.	87215115 10/25/2016	5217476 6/6/2017	Registered
GUIDELINE	ORC International, Inc.	73677429 8/10/1987	1482674 3/29/1988	Registered
ORC INTERNATIONAL	ORC International, Inc.	74707637 7/28/1995	2002715 9/24/1996	Registered