

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456361

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Asset International, Inc.		12/29/2017	Corporation: DELAWARE
Market Metrics, LLC		12/29/2017	Limited Liability Company: MASSACHUSETTS
Brightscope, Inc.		12/29/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Barings Finance LLC, as Administrative Agent and Collateral Agent
Street Address:	10 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	4871615	529 DASH
Registration Number:	4088289	AI ASSET INTERNATIONAL
Registration Number:	4039578	AI CIO
Registration Number:	2756076	ANNUITY INSIGHT
Registration Number:	4918733	CHIEF INVESTMENT OFFICER
Registration Number:	2201793	FUND FILING
Registration Number:	3156875	GLOBAL CUSTODIAN
Registration Number:	3167651	GLOBALCUSTODIAN.COM
Registration Number:	5325879	INTELLIGENCE AMPLIFIED
Registration Number:	2703569	NEWSDASH
Registration Number:	4502439	PLAN FOR LIFE ACTUARIES & RESEARCHERS
Registration Number:	4110525	PLANADVISER
Registration Number:	4170120	PLANADVISER
Registration Number:	1910845	PLAN SPONSOR
Registration Number:	2379235	PLANSPPONSOR
Registration Number:	2437715	PLANSPPONSOR.COM
Registration Number:	5219879	SI

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2117487	SIMFUND
Registration Number:	5322807	SIMFUND
Registration Number:	4243629	SIMFUND DASH
Registration Number:	3391184	SIMFUND FILING
Registration Number:	4740285	SIMFUND RETIREMENT
Registration Number:	5155091	STRATEGIC INSIGHT
Registration Number:	5262471	SI STRATEGIC INSIGHT
Registration Number:	2227681	MARKET METRICS
Registration Number:	5322796	MARKET METRICS
Registration Number:	4501229	DATA EXCITES US.
Registration Number:	4361015	DATA EXCITES ME.
Registration Number:	4213516	BETTER FINANCIAL DATA. BETTER DECISIONS.
Registration Number:	4102981	BRIGHTSCOPE BEACON
Registration Number:	4003777	DATA. DILIGENCE. DECISIONS.
Registration Number:	4042883	BRIGHTSCOPE SPYGLASS
Registration Number:	3733886	BRIGHTSCOPE
Registration Number:	3624571	BRIGHTSCOPE
Serial Number:	87154080	INTELLIGENCE AMPLIFIED

CORRESPONDENCE DATA

Fax Number: 3125585700

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: (312) 558-6352

Email: mfoy@winston.com

Correspondent Name: Michelle Foy, Winston & Strawn LLP

Address Line 1: 35 West Wacker Drive

Address Line 2: Suite 4200

Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	14044.112
NAME OF SUBMITTER:	Michelle Foy
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	12/29/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of December 29, 2017, (this “**Agreement**”), among Asset International, Inc., a Delaware corporation, Market Metrics, LLC, a Massachusetts limited liability company, Brightscope, Inc., a Delaware corporation, (each, a “**Grantor**”) and Barings Finance LLC (“**Barings**”), as administrative agent and collateral agent (in such capacities, the “**Administrative Agent**”) for the Secured Parties.

Reference is made to that certain Second Lien Security Agreement, dated as of December 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of December 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Second Lien Credit Agreement**”), by and among Strategic Insight Intermediate Holdings Inc., a Delaware corporation (“**Holdings**”), Asset International, Inc., a Delaware corporation (the “**Borrower**”), the lenders from time to time party thereto (the “**Lenders**”), and Barings Finance LLC, in its capacities as administrative agent and collateral agent for the Secured Parties. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements or dilutions of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASSET INTERNATIONAL, INC.,
a Delaware corporation

By: 
Name: Joel Mandelbaum
Title: Chief Executive Officer

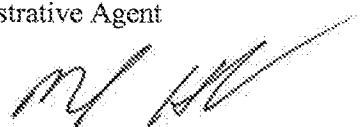
BRIGHTSCOPE, INC.,
a Delaware corporation

By: 
Name: Joel Mandelbaum
Title: President, Chief Executive Officer and Secretary

MARKET METRICS, LLC,
a Massachusetts limited liability company

By: 
Name: Joel Mandelbaum
Title: Chief Executive Officer

BARINGS FINANCE LLC
as Administrative Agent

By: 
Name: _____ Mark Hindson
Title: _____ Managing Director

SCHEDULE I
TRADEMARKS

REGISTERED OWNER	TRADEMARK	REGISTRATION DATE	REGISTRATION NUMBER
Asset International, Inc.	529 DASH	12/15/15	4,871,615
Asset International, Inc.	 asset international	01/17/12	4,088,289
Asset International, Inc.	AI CIO	10/11/11	4,039,578
Asset International, Inc.	ANNUITY INSIGHT	08/26/03	2,756,076
Asset International, Inc.	 chief investment officer for the world's largest asset owners	03/15/16	4,918,733
Asset International, Inc.	FUND FILING	11/02/98	2,201,793
Asset International, Inc.	GLOBAL CUSTODIAN	10/17/06	3,156,875
Asset International, Inc.	GLOBALCUSTODIAN.COM	11/07/06	3,167,651
Asset International, Inc.	INTELLIGENCE AMPLIFIED	10/31/17	5,325,879
Asset International, Inc.	NEWSDASH	04/08/03	2,703,569
Asset International, Inc.	PLAN FOR LIFE ACTUARIES & RESEARCHERS & DESIGN	03/25/14	4,502,439
Asset International, Inc.	PLANADVISER	03/06/12	4,110,525

REGISTERED OWNER	TRADEMARK	REGISTRATION DATE	REGISTRATION NUMBER
Asset International, Inc.	PLANADVISER	07/10/12	4,170,120
Asset International, Inc.	PLAN SPONSOR	08/08/95	1,910,845
Asset International, Inc.	PLANSPPONSOR	08/22/00	2,379,235
Asset International, Inc.	PLANSPPONSOR.COM	03/20/01	2,437,715
Asset International, Inc.	SI & DESIGN	06/06/17	5,219,879
Asset International, Inc.	SIMFUND	12/02/97	2,117,487
Asset International, Inc.	SIMFUND	10/31/17	5,322,807
Asset International, Inc.	SIMFUND DASH	11/13/12	4,243,629
Asset International, Inc.	SIMFUND FILING	03/04/08	3,391,184
Asset International, Inc.	SIMFUND RETIREMENT	05/19/15	4,740,285
Asset International, Inc.	STRATEGIC INSIGHT	03/07/17	5,155,091
Asset International, Inc.	STRATEGIC INSIGHT & DESIGN	08/08/17	5,262,471
Market Metrics, LLC	 3/02/99		2227681
Market Metrics, LLC	MARKET METRICS	10/31/17	5,322,796
BrightScope, Inc.	DATA EXCITES US.	03/25/14	4,501,229

REGISTERED OWNER	TRADEMARK	REGISTRATION DATE	REGISTRATION NUMBER
BrightScope, Inc.	DATA EXCITES ME.	07/02/13	4,361,015
BrightScope, Inc.	BETTER FINANCIAL DATA. BETTER DECISIONS.	09/25/12	4,213,516
BrightScope, Inc.	BRIGHTSCOPE BEACON	02/21/12	4,102,981
BrightScope, Inc.	DATA. DILIGENCE. DECISIONS.	07/26/11	4,003,777
BrightScope, Inc.	BRIGHTSCOPE SPYGLASS	10/18/11	4,042,883
BrightScope, Inc.	BRIGHTSCOPE	01/05/10	3,733,886
BrightScope, Inc.	BRIGHTSCOPE & DESIGN	05/19/09	3,624,571

TRADEMARK APPLICATIONS

APPLICANT	TRADEMARK	FILING DATE	APPLICATION NO.
Asset International, Inc.	INTELLIGENCE AMPLIFIED	08/29/16	87/154,080