

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM456752

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Survey Sampling International, LLC		12/20/2017	Limited Liability Company: DELAWARE
E-Miles, Inc.		12/20/2017	Corporation: DELAWARE
Research Now Group, Inc.		12/20/2017	Corporation: DELAWARE
iPinion, Inc.		12/20/2017	Corporation: DELAWARE
Peanut Labs, Inc.		12/20/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282-2198
Entity Type:	Chartered Bank: NEW JERSEY

PROPERTY NUMBERS Total: 88

Property Type	Number	Word Mark
Registration Number:	3729684	ADGATEWAY
Registration Number:	2204246	E-MILES
Registration Number:	4066316	E-MILES
Registration Number:	4142772	E-MILES DELIVERS RESULTS THAT BOTH A CMO
Registration Number:	4066321	E-MILES IT'S ABOUT TIME
Registration Number:	4396779	E-MILES MOBILE
Registration Number:	3578225	ENGAGEMENT REWARDS
Registration Number:	2946287	MILES FOR MINUTES
Registration Number:	3433211	MILES FOR YOUR TIME
Registration Number:	4199978	TURN YOUR ONE WAY COMMUNICATION INTO A T
Registration Number:	3482519	YOUR TIME HAS NEVER BEEN MORE REWARDING
Registration Number:	4061609	ADIMENSION
Registration Number:	4246048	"BY-INVITATION-ONLY"
Registration Number:	4543990	CHANGING THE WORLD ONE SURVEY AT A TIME

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4481758	CLOUD COMMUNITIES
Registration Number:	4198911	CONVERSITION
Registration Number:	4091444	DAY AFTER
Registration Number:	3381026	DYNAMIC PROFILE ENRICHMENT
Registration Number:	2516570	E
Registration Number:	3461944	E E-REWARDS MEDICAL MARKET RESEARCH
Registration Number:	3462006	E E-REWARDS OPINION PANEL
Registration Number:	2587205	E-OFFER
Registration Number:	2368959	E-REWARDS
Registration Number:	3343127	E-REWARDS
Registration Number:	3477697	ERI
Registration Number:	4215221	ERI
Registration Number:	4207481	ERI E-REWARDS INC
Registration Number:	5243041	FLEXFILL
Registration Number:	3510306	FRACTIONAL OWNERSHIP PANEL
Registration Number:	3725976	HYBRID INTERVIEWING
Registration Number:	4721097	MOBILE RESEARCH SCORE
Registration Number:	4140216	OMNIGIVE
Registration Number:	3336960	OMNIPULSE
Registration Number:	4486247	ONDIMENSION
Registration Number:	4115154	ONLINE OBSERVATIONS
Registration Number:	3510305	OPINION POINTS
Registration Number:	3355661	QUALITY ONLINE PANELS. PROVEN RESULTS.
Registration Number:	4025122	RESEARCH NOW
Registration Number:	4822399	RESEARCH NOW MOBILE
Registration Number:	2646545	REWARDING BUSINESS RELATIONSHIPS
Registration Number:	4359074	RIVERSELECT
Registration Number:	4025123	R N
Registration Number:	4025124	R N RESEARCH NOW
Registration Number:	4159164	SAMPLENOW
Registration Number:	5242865	SAMPLEPLUS
Registration Number:	4511341	SAMPLIFY
Registration Number:	4324896	SHAPE THE WORLD AROUND YOU
Registration Number:	4777485	SYNDICATED INSIGHTS
Registration Number:	4777489	THE MOBILE CHANNEL
Registration Number:	5201876	TOTAL RESEARCH QUALITY
Registration Number:	3477619	U.TALK.BACK
Registration Number:	3693941	VERACITY360

Property Type	Number	Word Mark
Registration Number:	4117521	IIII IPINION
Registration Number:	4177888	IIII IPINION
Registration Number:	4403969	CROWDVI.BE
Registration Number:	4790837	CROWDVIBE
Registration Number:	3526183	PEANUT LABS
Registration Number:	4028940	PEANUT LABS
Registration Number:	4127756	SURVEYTOOL.COM
Registration Number:	4980051	ALUMNI OPINIONS
Registration Number:	4852338	SSI DYNAMIX
Registration Number:	5095911	SSI QUICKPOLL
Registration Number:	4730621	S
Registration Number:	4933095	QUESTTEST
Registration Number:	4905655	B2B INSSITES
Registration Number:	4633577	OPINION MILES CLUB
Registration Number:	4591136	
Registration Number:	5022783	DK
Registration Number:	4918543	DK
Registration Number:	4463905	QUICKTHOUGHTS
Registration Number:	4446200	INSTANT.LY
Registration Number:	4446198	MOBILE ARMY
Registration Number:	4407728	SCIENCE.PEOPLE.INNOVENTION
Registration Number:	4407729	SSI SCIENCE.PEOPLE.INNOVENTION
Registration Number:	4468527	THE ANSWER NETWORK
Registration Number:	4468526	USAMP
Registration Number:	4352351	PANELSHIELD
Registration Number:	4468529	SURVEYHEAD
Registration Number:	4615339	PANELBUILDER
Registration Number:	4468530	USAMP
Registration Number:	4048725	REAL CUSTOMERS
Registration Number:	4242692	THE SCIENCE OF SAMPLING
Registration Number:	4226477	RESEARCHVOICE
Registration Number:	4206707	QUICKTAKE
Registration Number:	4206708	QUICKTAKE
Registration Number:	3999061	OPINIONOLOGY
Registration Number:	3378491	GOZING
Registration Number:	2810905	SURVEYSPOT

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.98053
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NAME OF SUBMITTER:	Kristin L. Yohannan
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SIGNATURE:	/s/ Kristin L. Yohannan
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DATE SIGNED:	01/03/2018
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Total Attachments: 10

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of December 20, 2017 (this "Agreement"), among SSI Borrower (as defined below), e-Miles, Inc., a Delaware corporation ("e-Miles"), Peanut Labs, Inc., a Delaware corporation ("Peanut Labs"), RN Borrower (as defined below), iPinion, Inc., a Delaware corporation ("iPinion" and, collectively with SSI Borrower, e-Miles, Peanut Labs and RN Borrower the "Grantors" and each a "Grantor") and Goldman Sachs Bank USA ("Goldman"), as collateral agent (Goldman, in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among New Insight Holdings, Inc. ("Holdings"), Insight Intermediate Holdings (DE), Inc. ("RN Intermediate Holdings Guarantor"), New Insight Intermediate Holdings, Inc. ("SSI Intermediate Holdings Guarantor"), the other Intermediate Holdings Guarantors party thereto, Research Now Group, Inc. ("RN Borrower"), Survey Sampling International, LLC ("SSI Borrower", and collectively with RN Borrower, the "Borrowers"; RN Borrower and SSI Borrower, each a "Borrower"), the lenders party thereto from time to time (the "Lenders") and Goldman Sachs Bank USA, as Administrative Agent and (b) the Second Lien Collateral Agreement dated of even date with the Second Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Second Lien Collateral Agreement"), among Holdings, the Intermediate Holdings Guarantors, the Borrowers, the other grantors from time to time party thereto and Goldman Sachs Bank USA, as Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, 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 Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all of such Grantor's United States Trademarks, in each case, that constitute Material Intellectual Property, including, but not limited to, the trademark applications and trademark registrations referred to in Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark Collateral and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral 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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral

Agreement shall govern.

SECTION 4. Termination. Upon the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

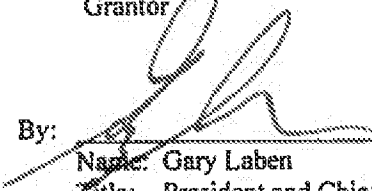
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (a) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to the Designated Senior Priority Representative and (b) the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the limitations and provisions contained in the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

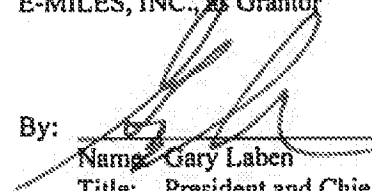
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

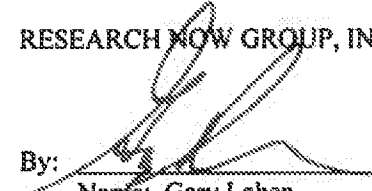
SURVEY SAMPLING INTERNATIONAL, LLC, as
Grantor

By: 
Name: Gary Laben
Title: President and Chief Executive Officer

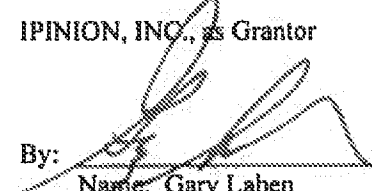
E-MILES, INC., as Grantor

By: 
Name: Gary Laben
Title: President and Chief Executive Officer

RESEARCH NOW GROUP, INC., as Grantor

By: 
Name: Gary Laben
Title: President and Chief Executive Officer

IPINION, INC., as Grantor

By: 
Name: Gary Laben
Title: President and Chief Executive Officer

PEANUT LABS, INC., as Grantor

By: _____
Name: Noman Ali
Title: President and Chairman

[Second Lien Trademark Security Agreement]

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

SURVEY SAMPLING INTERNATIONAL, LLC, as
Grantor

By: _____
Name: Gary Laben
Title: President and Chief Executive Officer

E-MILES, INC., as Grantor

By: _____
Name: Gary Laben
Title: President and Chief Executive Officer


RESEARCH NOW GROUP, INC., as Grantor

By: _____
Name: Gary Laben
Title: President and Chief Executive Officer

IPINION, INC., as Grantor

By: _____
Name: Gary Laben
Title: President and Chief Executive Officer

PEANUT LABS, INC., as Grantor

By:  _____
Name: Noman Ali
Title: President and Chairman

[Second Lien Trademark Security Agreement]

GOLDMAN SACHS BANK USA, as Collateral Agent

By: 

Name:


Title: Authorized Signatory

Schedule I to the
Second Lien Trademark Security Agreement


TRADEMARK COLLATERAL


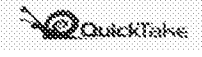
Registered Trademarks

<u>Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Issuance Date</u>
e-Miles, Inc.	ADGATEWAY	3729684	12/22/09
e-Miles, Inc.	E-MILES	2204246	11/17/98
e-Miles, Inc.	E-MILES (logo)	4066316	12/6/11
e-Miles, Inc.	E-MILES DELIVERS RESULTS THAT BOTH A CMO AND A CFO WILL LOVE	4142772	05/15/12
e-Miles, Inc.	E-MILES IT'S ABOUT TIME (logo)	4066321	12/06/11
e-Miles, Inc.	E-MILES MOBILE	4396779	09/03/13
e-Miles, Inc.	ENGAGEMENT REWARDS	3578225	02/17/09
e-Miles, Inc.	MILES FOR MINUTES	2946287	05/03/05
e-Miles, Inc.	MILES FOR YOUR TIME	3433211	05/20/08
e-Miles, Inc.	TURN YOUR ONE WAY COMMUNICATION INTO A TWO WAY CONVERSATION	4199978	08/28/12
e-Miles, Inc.	YOUR TIME HAS NEVER BEEN MORE REWARDING	3482519	08/05/08
Research Now Group, Inc.	ADIMENSION	4061609	11/22/11
Research Now Group, Inc.	"BY-INVITATION- ONLY"	4246048	11/20/12
Research Now Group, Inc.	CHANGING THE WORLD ONE SURVEY AT A TIME	4543990	06/3/14
Research Now Group, Inc.	CLOUD COMMUNITIES (and design)	4481758	02/11/14
Research Now Group, Inc.	CONVERSION (design)	4198911	08/28/12

Research Now Group, Inc.	DAY AFTER	4091444	01/24/12
Research Now Group, Inc.	DYNAMIC PROFILE ENRICHMENT	3381026	02/12/08
Research Now Group, Inc.		2516570	12/11/01
Research Now Group, Inc.	e e-REWARDS MEDICAL MARKET RESEARCH	3461944	07/08/08
Research Now Group, Inc.	e e-REWARDS OPINION PANEL	3462006	07/08/08
Research Now Group, Inc.	E-OFFER	2587205	07/02/02
Research Now Group, Inc.	E-REWARDS	2368959	07/18/00
Research Now Group, Inc.	E-REWARDS (and Design)	3343127	11/27/07
Research Now Group, Inc.	ERI	3477697	07/29/08
Research Now Group, Inc.	eri (stylized)	4215221	09/25/12
Research Now Group, Inc.	eri e-rewards inc. (logo)	4207481	09/11/12
Research Now Group, Inc.	FLEXFILL	5243041	07/11/17
Research Now Group, Inc.	FRACTIONAL OWNERSHIP PANEL (Design)	3510306	09/30/08
Research Now Group, Inc.	HYBRID INTERVIEWING	3725976	12/15/09
Research Now Group, Inc.	MOBILE RESEARCH SCORE	4721097	04/14/15
Research Now Group, Inc.	OMNIGIVE	4140216	05/08/12
Research Now Group, Inc.	OMNIPULSE	3336960	11/13/07
Research Now Group, Inc.	ONDIMENSION	4486247	02/18/14
Research Now Group, Inc.	ONLINE OBSERVATIONS	4115154	03/20/12
Research Now Group, Inc.	OPINION POINTS	3510305	09/30/08
Research Now Group, Inc.	QUALITY ONLINE PANELS. PROVEN RESULTS.	3355661	12/18/07
Research Now Group, Inc.	RESEARCH NOW	4025122	09/13/11
Research Now Group, Inc.	RESEARCH NOW MOBILE	4822399	09/29/15

Research Now Group, Inc.	REWARDING BUSINESS RELATIONSHIPS	2646545	11/05/02
Research Now Group, Inc.	RIVERSELECT	4359074	06/25/13
Research Now Group, Inc.	RN (Design)	4025123	09/13/11
Research Now Group, Inc.	RN RESEARCH NOW (Design)	4025124	09/13/11
Research Now Group, Inc.	SAMPLENOW	4159164	06/12/12
Research Now Group, Inc.	SAMPLEPLUS	5242865	07/11/17
Research Now Group, Inc.	SAMPLIFY	4511341	04/08/14
Research Now Group, Inc.	SHAPE THE WORLD AROUND YOU	4324896	04/23/13
Research Now Group, Inc.	SYNDICATED INSIGHTS	4777485	07/21/15
Research Now Group, Inc.	THE MOBILE CHANNEL	4777489	07/21/15
Research Now Group, Inc.	TOTAL RESEARCH QUALITY	5201876	05/09/17
Research Now Group, Inc.	U.TALK.BACK	3477619	07/29/08
Research Now Group, Inc.	VERACITY 360 (and Design)	3693941	10/06/09
iPinion, Inc.	III IPINION (and Design)	4117521	03/27/12
iPinion, Inc.	III IPINION (and Design)	4177888	07/24/12
Peanut Labs, Inc.	CROWDVI.BE	4403969	09/17/13
Peanut Labs, Inc.	CROWDVIBE	4790837	08/11/15
Peanut Labs, Inc.	PEANUT LABS	3526183	11/04/08
Peanut Labs, Inc.	PEANUT LABS (and design)	4028940	09/20/11
Peanut Labs, Inc.	SURVEYTOOL.COM & logo	4127756	04/17/12
Survey Sampling International LLC	Alumni Opinions	4980051	06/14/16
Survey Sampling International LLC	SSI Dynamix	4852338	11/10/15

Survey Sampling International LLC	SSI Quickpoll	5095911	12/06/16
Survey Sampling International LLC	S	4730621	05/05/15
Survey Sampling International LLC	QuestTest	4933095	04/05/16
Survey Sampling International LLC	B2B INSSITES	4905655	02/23/16
Survey Sampling International LLC	Opinion Miles Club	4633577	11/04/14
Survey Sampling International LLC		4591136	08/26/14
Survey Sampling International LLC	DK	5022783	08/16/16
Survey Sampling International LLC	DK	4918543	05/15/16
Survey Sampling International LLC	QUICKTHOUGHTS	4463905	01/07/14
Survey Sampling International LLC	INSTANT.LY	4446200	12/10/13
Survey Sampling International LLC	Mobile Army	4446198	12/10/13
Survey Sampling International LLC	SCIENCE.PEOPLE.INNOVENTION	4407728	09/24/13
Survey Sampling International LLC	SSI SCIENCE.PEOPLE. INNOVENTION	4407729	09/24/13
Survey Sampling International LLC	The Answer Network	4468527	01/21/14
Survey Sampling International LLC	USAMP	4468526	01/21/14
Survey Sampling International LLC	PanelShield	4352351	06/18/13
Survey Sampling International LLC	SurveyHead	4468529	01/21/14
Survey Sampling International LLC	PanelBuilder	4615339	09/30/14

Survey Sampling International LLC		4468530	01/21/14
Survey Sampling International LLC	Real Customers	4048725	11/01/12
Survey Sampling International LLC	The Science of Sampling	4242692	11/13/12
Survey Sampling International LLC	RESEARCHVOICE	4226477	10/16/12
Survey Sampling International LLC		4206707	09/11/12
Survey Sampling International LLC	QuickTake	4206708	09/11/12
Survey Sampling International LLC	OPINIONOLOGY	3999061	07/19/11
Survey Sampling International LLC	GOZING	3378491	02/05/08
Survey Sampling International LLC	SURVEYSPOT	2810905	02/03/04

Trademark Applications

None.