

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LATIN FORCE GROUP, LLC		01/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., as Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85515688	ACCESS THE NEW MAINSTREAM	
Serial Number:	87172577	AUDIENTIVITY	
Serial Number:	77633813	CULTURECODE	
Serial Number:	76358558	DIRECTARGET	
Serial Number:	76018879	GEOSCAPE	
Serial Number:	77230185	LATIN FORCE	
Serial Number:	85572794	SU SAVVY UNIVERSITY	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King and Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18588.015271		
NAME OF SUBMITTER:	/s/ Mia Ramic		
SIGNATURE:	/s/ Mia Ramic		

OP \$190.00 85515688

DATE SIGNED:	01/30/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “Agreement”), dated as of January 30, 2018, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of and accepted and agreed to by CITIZENS BANK, N.A., as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 30, 2016 (as the same may be amended, restated, supplemented or modified from time to time, the “Credit Agreement”), by and among CLARITAS HOLDINGS, INC., a Delaware corporation (“Holdings”), the Grantor, the several banks and other financial institutions or entities from time to time party thereto (the “Lenders”) and Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has, pursuant to a Guarantee and Collateral Agreement dated as of December 30, 2016 (as the same may be amended, restated, supplemented or modified from time to time, the “Collateral Agreement”), among Holdings, the Grantor, the Subsidiary Guarantors (as defined in the Credit Agreement) from time to time party hereto, and Agent, granted a security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined below) to the Agent, for the ratable benefit of the Secured Parties (as defined in the Credit Agreement), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) of such Grantor; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this 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 the Grantor thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

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 Obligations of such Grantor, hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its trademarks, including, without limitation, those trademarks registered to such Grantor referred to on Schedule I hereto, and all trademark licenses providing for the grant by or to the Grantor of any right under any trademark;
- (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;

provided, however, that notwithstanding any of the other provisions set forth in this Section 2 or elsewhere in this Agreement, the security interest granted under this Agreement shall not constitute a grant of a security interest in any Excluded Property (as defined in the Collateral Agreement).

Section 3. Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Collateral Agreement 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

Section 4. Termination. Upon the occurrence of the Termination Date (as defined in the Collateral Agreement), the lien and security interest in the Trademark Collateral under this Agreement shall be automatically released in accordance with the terms of the Collateral Agreement and the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form evidencing such release.

Section 5. Counterparts. This 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. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective legal delivery thereof and shall be deemed an original signature hereunder for all purposes.

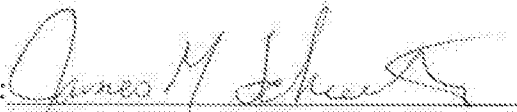
Section 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

LATIN FORCE GROUP LLC,
a Delaware limited liability company

By: 
Name: James M Schuster
Title: CFO

[Signature Page to Trademark Security Agreement (Latin Force)]

TRADEMARK
REEL: 006260 FRAME: 0445

ACCEPTED AND AGREED
as of the date first above written:


CITIZENS BANK, N.A.,
as Agent

By: Terence Kelly
Name: Terence Kelly
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

1. Registered Trademarks:

<u>Trademarks - Title</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Credit Party</u>
Access the New Mainstream	85515688	January 13, 2012	4,390,399	August 27, 2013	Latin Force Group LLC
Audientivity	87172577	September 15, 2016	5,284,063	September 12, 2017	Latin Force Group LLC
CultureCode	77633813	December 16, 2008	3,836,584	August 24, 2010	Latin Force Group LLC
DirectTarget	76358558	January 14, 2002	2,847,185	June 1, 2004	Latin Force Group LLC
Geoscape	76018879	April 6, 2000	2,427,132	February 6, 2001	Latin Force Group LLC
Latin Force	77230185	July 16, 2007	3,487,321	August 19, 2008	Latin Force Group LLC
 SU SAVVY UNIVERSITY	85572794	March 19, 2012	4,345,199	June 4, 2013	Latin Force Group LLC

2. Unregistered Trademarks

- EthniCoder™
- GeoBase™
- HomeBase™
- MediaTarget™
- DataPrep™
- BizBase™
- BehaviorBase™
- Consumer Spending Dynamix™