

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470693

|   |   |  |                        |
|---|---|--|------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |  |                        |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |  |                        |
| <b>CONVEYING PARTY DATA</b>   |   |  |                        |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b>                    | <b>Entity Type</b>     |
| National Research Corporation   |   | 04/18/2018                               | Corporation: WISCONSIN |
| <b>RECEIVING PARTY DATA</b>   |   |  |                        |
| <b>Name:</b>  | First National Bank of Omaha                |  |                        |
| <b>Street Address:</b>  | 1620 Dodge Street                           |  |                        |
| <b>City:</b>  | Omaha                                       |  |                        |
| <b>State/Country:</b>   | NEBRASKA                                    |  |                        |
| <b>Postal Code:</b>   | 68197                                       |  |                        |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |  |                        |
| <b>PROPERTY NUMBERS Total: 14</b>   |   |  |                        |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>                         |                        |
| <b>Registration Number:</b>   | 2678054                                     | GOOD HEALTH PROFILES                     |                        |
| <b>Registration Number:</b>   | 2436981                                     | SENIOR HEALTH PROFILE                    |                        |
| <b>Registration Number:</b>   | 3312055                                     | BOARDCOMPASS                             |                        |
| <b>Registration Number:</b>   | 2924943                                     | THE GOVERNANCE INSTITUTE                 |                        |
| <b>Registration Number:</b>   | 3306878                                     | ELEMENTS OF GOVERNANCE                   |                        |
| <b>Registration Number:</b>   | 2956697                                     | NATIONAL RESEARCH CORPORATION            |                        |
| <b>Registration Number:</b>   | 2242087                                     | N  |                        |
| <b>Registration Number:</b>   | 4326582                                     | PICKER INSTITUTE                         |                        |
| <b>Registration Number:</b>   | 3054447                                     | MY INNERVIEW                             |                        |
| <b>Registration Number:</b>   | 3087346                                     | MY INNERVIEW                             |                        |
| <b>Registration Number:</b>   | 4495272                                     | EMPOWERING CUSTOMER-CENTRIC HEALTHCARE A |                        |
| <b>Registration Number:</b>   | 3798239                                     | DIGITAL ASSENT                           |                        |
| <b>Registration Number:</b>   | 3902933                                     | PATIENTPAD                               |                        |
| <b>Registration Number:</b>   | 5241580                                     | HUMAN UNDERSTANDING                      |                        |
| <b>CORRESPONDENCE DATA</b>  |   |  |                        |
| <b>Fax Number:</b>  | 4023909005                                  |  |                        |
| <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> |   |  |                        |
| <b>Phone:</b>   | 4023909500                                  |  |                        |

OP \$365.00 2678054

**Email:** ip@koleyjessen.com  
**Correspondent Name:** Roberta L. Christensen  
**Address Line 1:** 1125 S 103rd Street  
**Address Line 2:** One Pacific Place, Suite 800  
**Address Line 4:** Omaha, NEBRASKA 68124

**NAME OF SUBMITTER:** Roberta L. Christensen

**SIGNATURE:** /rlc/

**DATE SIGNED:** 04/20/2018

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of April 18, 2018, is made by and between NATIONAL RESEARCH CORPORATION, a Wisconsin corporation (the “Grantor”) in favor of FIRST NATIONAL BANK OF OMAHA (“Lender”), a national banking association.

WHEREAS, the Grantor has entered into a Credit Agreement dated as of April 18, 2018 (the “Credit Agreement”), with Lender.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into that certain Security Agreement, dated as of April 18, 2018, in favor of Lender (the “Security Agreement”; capitalized terms used herein without definition are used as defined in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to Lender a security interest in, among other property, certain Intellectual Property Collateral of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the “IP Collateral”):

a. the Patents and Intellectual Property Licenses providing for the grant by or to the Grantor of any right under any Patent set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto;

b. the Trademarks and Intellectual Property Licenses providing for the grant by or to the Grantor of any right under any Trademark set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

c. the Copyrights and Intellectual Property Licenses providing for the grant by or to the Grantor of any right under any Copyright set forth in Schedule 3 hereto, and all extensions, reversions, and renewals thereof;

d. all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

e. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

f. any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, and the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. Credit Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security 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 to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Nebraska without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]



**SCHEDULE 1**

**PATENTS**

**Patents**

None.

**Patent Applications**

None.

**SCHEDULE 2**

**TRADEMARKS**

**Trademark Registrations**

| <b>Mark</b>  | <b>Jurisdiction</b> | <b>Registration Number</b> | <b>Registration Date</b> | <b>[Record Owner]</b>         |
|--|---------------------|----------------------------|--------------------------|-------------------------------|
| GOOD HEALTH PROFILES<br>– standard character mark      | U.S.                | 2678054                    | January, 21,<br>2003     | National Research Corporation |
| SENIOR HEALTH PROFILE<br>– standard character mark     | U.S.                | 2436981                    | March 20,<br>2001        | National Research Corporation |
| BOARDCOMPASS– standard character mark                  | U.S.                | 3312055                    | October 16,<br>2007      | National Research Corporation |
| THE GOVERNANCE INSTITUTE & DESIGN—<br>mark and design  | U.S.                | 2924943                    | February 8,<br>2005      | National Research Corporation |
| ELEMENTS OF GOVERNANCE– standard character mark        | U.S.                | 3306878                    | October 9,<br>2007       | National Research Corporation |
| NATIONAL RESEARCH CORPORATION– standard character mark | U.S.                | 2956697                    | May 31,<br>2005          | National Research Corporation |
| N & DESIGN—mark and design                             | U.S.                | 2242087                    | April 27,<br>1999        | National Research Corporation |
| PICKER INSTITUTE– standard character mark              | U.S.                | 4326582                    | April 30,<br>2013        | National Research Corporation |
| MY INNERVIEW– standard character mark                  | U.S.                | 3054447                    | January 31,<br>2006      | National Research Corporation |
| MY INNERVIEW– standard character mark                  | U.S.                | 3087346                    | May 2, 2006              | National Research Corporation |

|  |                              |           |                      |                                  |
|--|------------------------------|-----------|----------------------|----------------------------------|
| EMPOWERING<br>CUSTOMER-CENTRIC<br>HEALTHCARE ACROSS<br>THE CONTINUUM– standard<br>character mark | U.S.                         | 4495272   | March 11,<br>2014    | National Research<br>Corporation |
| EMPOWERING<br>CUSTOMER-CENTRIC<br>HEALTHCARE ACROSS<br>THE CONTINUUM – word<br>mark              | Canada                       | TMA893872 | January 13,<br>2015  | National Research<br>Corporation |
| DIGITAL ASSENT –<br>standard character mark  | U.S.                         | 3798239   | June 8, 2010         | National Research<br>Corporation |
| DIGITAL ASSENT –<br>standard character mark  | United<br>Kingdom            | 1011879   | August 8,<br>2009    | National Research<br>Corporation |
| PATIENTPAD – standard<br>character mark  | U.S.                         | 3902933   | January 11,<br>2011  | National Research<br>Corporation |
| HUMAN<br>UNDERSTANDING –<br>standard character mark  | U.S.                         | 5241580   | July 11, 2017        | National Research<br>Corporation |
| DIGITAL ASSENT –<br>standard character mark  | WIPO -<br>Madrid<br>Protocol | 1011879   | August 8,<br>2009    | National Research<br>Corporation |
| THE NRC+PICKER GROUP<br>– word mark  | Canada                       | TMA647654 | September 8,<br>2005 | National Research<br>Corporation |



## Trademark Applications

| Mark  | Jurisdiction | ITU Status                     | Serial/Application Number | Filing Date      | [Record Owner]                |
|---|--------------|--------------------------------|---------------------------|------------------|-------------------------------|
| CONNECT– standard character mark <sup>1</sup>     | U.S.         | Section 1(a) filing            | 86265037                  | April 29, 2014   | National Research Corporation |
| NRC HEALTH – standard character mark <sup>2</sup> | U.S.         | Section 1(b) filing; Filed ITU | 87260410                  | December 7, 2016 | National Research Corporation |
| HUMAN UNDERSTANDING – word mark                   | Canada       | Proposed Use in Canada         | 1817995                   | January 13, 2017 | National Research Corporation |
| NRC HEALTH – word mark                            | Canada       | Proposed Use in Canada         | 1817996                   | January 13, 2017 | National Research Corporation |

<sup>1</sup> Application suspended.

<sup>2</sup> Application suspended; Co-existence Agreement pending.

**SCHEDULE 3****COPYRIGHTS****Copyright Registrations**

| <b>Title</b>   | <b>Jurisdiction</b> | <b>Registration Number</b> | <b>Registration Date</b> | <b>[Record Owner]</b>         |
|--|---------------------|----------------------------|--------------------------|-------------------------------|
| ABOUT YOUR DIABETES  | U.S.                | TX5626008                  | October 17, 2002         | National Research Corporation |
| ABOUT YOUR RECENT MEDICAL CARE: CANCER CARE  | U.S.                | TX5626007                  | October 17, 2002         | National Research Corporation |
| ABOUT YOUR RECENT OFFICE VISIT 24 QUESTIONS  | U.S.                | TX5669702                  | October 17, 2002         | National Research Corporation |
| ABOUT YOUR RECENT OFFICE VISIT 52 QUESTIONS  | U.S.                | TX5669697                  | October 17, 2002         | National Research Corporation |
| ABOUT YOUR RECENT PROCEDURE  | U.S.                | TX5669703                  | October 17, 2002         | National Research Corporation |
| ABOUT YOUR REHABILITATION  | U.S.                | TX5669699                  | October 17, 2002         | National Research Corporation |
| [HOSPITAL OR HOSPITAL SYSTEM] SURVEY OF EMPLOYEE PERCEPTIONS OF HEALTH CARE DELIVERY | U.S.                | TX5669704                  | October 17, 2002         | National Research Corporation |
| IN THE PAST THREE MONTHS: ACUTE  | U.S.                | TX5626013                  | October 17,              | National Research             |

|   |      |           |                     |                                  |
|---|------|-----------|---------------------|----------------------------------|
| MYOCARDIAL<br>INFARCTION (12<br>MONTHS)   |      |           | 2002                | Corporation                      |
| IN THE PAST THREE<br>MONTHS: HIP<br>REPLACEMENT (12<br>MONTHS)  | U.S. | TX5626014 | October 17,<br>2002 | National Research<br>Corporation |
| AFTER YOUR<br>HOSPITAL STAY:<br>ACUTE<br>MYOCARDIAL<br>INFARCTION (3<br>MONTH)  | U.S. | TX5668665 | October 17,<br>2002 | National Research<br>Corporation |
| AFTER YOUR<br>HOSPITAL STAY:<br>ACUTE<br>MYOCARDIAL<br>INFARCTION (1<br>MONTH)  | U.S. | TX5626012 | October 17,<br>2002 | National Research<br>Corporation |
| AFTER YOUR<br>HOSPITAL STAY:<br>HIP REPLACEMENT<br>(3 MONTH)  | U.S. | TX5626010 | October 17,<br>2002 | National Research<br>Corporation |
| YOUR CHILDBIRTH<br>EXPERIENCE:<br>PLEASE CIRCLE<br>THE NUMBER ON<br>THE RIGHT THAT<br>BEST DESCRIBES<br>YOUR<br>EXPERIENCES<br>BEFORE, DURING,<br>AND AFTER YOUR<br>RECENT HOSPITAL<br>STAY | U.S. | TX5705610 | October 17,<br>2002 | National Research<br>Corporation |
| YOUR HOSPITAL   | U.S. | TX5669705 | October 17,         | National Research<br>Corporation |

|   |      |           |                  |                               |
|---|------|-----------|------------------|-------------------------------|
| STAY  |      |           | 2002             |                               |
| YOUR HOSPITAL STAY                              | U.S. | TX5669698 | October 17, 2002 | National Research Corporation |
| YOUR HOSPITAL STAY                              | U.S. | TX5668666 | October 17, 2002 | National Research Corporation |
| YOUR HOSPITAL STAY: HIP REPLACEMENT (1 MONTH)   | U.S. | TX5626009 | October 17, 2002 | National Research Corporation |
| YOUR INFANT'S STAY IN THE NICU                  | U.S. | TX5669700 | October 17, 2002 | National Research Corporation |
| QUESTIONS FOR PATIENTS WITH HIV/AIDS            | U.S. | TX5626011 | October 17, 2002 | National Research Corporation |
| YOUR VISIT TO THE EMERGENCY ROOM                | U.S. | TX5669701 | October 17, 2002 | National Research Corporation |
| NRC HEALTHCARE MARKET GUIDE                     | U.S. | PA369175  | February 1, 1988 | National Research Corporation |
| NRC HEALTHCARE MARKET GUIDE, PHOENIX, AZ: v. 1. | U.S. | TX2347580 | February 1, 1988 | National Research Corporation |

**Copyright Applications**

None.

**Exclusively Licensed Copyright Registrations**

None.

**Exclusively Licensed Copyright Applications**

None.