

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Research Corporation		04/18/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	First National Bank of Omaha		
Street Address:	1620 Dodge Street		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68197		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86265037	CONNECT	
Serial Number:	87260410	NRC HEALTH	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	402-390-9500		
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]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

NATIONAL RESEARCH CORPORATION

By: Kevin R. Karas

Name: Kevin R. Karas

Title: Senior Vice President Finance, Chief Financial Officer, Treasurer and Secretary

LENDER:

FIRST NATIONAL BANK OF OMAHA

By: Nathan S. McKown

Name: Nathan S. McKown

Title: Director, Corporate Banking Group

STATE OF Nebraska)
) SS.
 COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me this April 16, 2018, by Kevin R. Karas, Senior Vice President Finance, Chief Financial Officer, Treasurer and Secretary of National Research Corporation, a Wisconsin corporation, on behalf of the corporation.

[NOTARY SEAL]

Kirsten A. Hattan
 Notary Public



SCHEDULE 1

PATENTS

Patents

None.

Patent Applications

None.

SCHEDULE 2

TRADEMARKS

Trademark Registrations

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

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

Trademark Applications

Mark	Jurisdiction	ITU Status	Serial/Application Number	Filing Date	[Record Owner]
CONNECT– standard character mark ¹	U.S.	Section 1(a) filing	86265037	April 29, 2014	National Research Corporation
NRC HEALTH – standard character mark ²	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

¹ Application suspended.

² Application suspended; Co-existence Agreement pending.

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

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]
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 INFARCTION (12 MONTHS)			2002	Corporation
IN THE PAST THREE MONTHS: HIP REPLACEMENT (12 MONTHS)	U.S.	TX5626014	October 17, 2002	National Research Corporation
AFTER YOUR HOSPITAL STAY: ACUTE MYOCARDIAL INFARCTION (3 MONTH)	U.S.	TX5668665	October 17, 2002	National Research Corporation
AFTER YOUR HOSPITAL STAY: ACUTE MYOCARDIAL INFARCTION (1 MONTH)	U.S.	TX5626012	October 17, 2002	National Research Corporation
AFTER YOUR HOSPITAL STAY: HIP REPLACEMENT (3 MONTH)	U.S.	TX5626010	October 17, 2002	National Research Corporation
YOUR CHILDBIRTH EXPERIENCE: PLEASE CIRCLE THE NUMBER ON THE RIGHT THAT BEST DESCRIBES YOUR EXPERIENCES BEFORE, DURING, AND AFTER YOUR RECENT HOSPITAL STAY	U.S.	TX5705610	October 17, 2002	National Research Corporation
YOUR HOSPITAL	U.S.	TX5669705	October 17,	National Research 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.