

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEB, Inc.		05/01/2018	Corporation: DELAWARE
CEB Global Limited		05/01/2018	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	PG CIQ, Inc.		
Street Address:	159 N. Sangamon St., Fl 4th		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1860810	GENVIEW	
Registration Number:	4362646	SAGE	
Registration Number:	2564166	SURVEYSAGE.COM	
Registration Number:	4040553	THE POWER OF CLARITY	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		
DATE SIGNED:	05/10/2018		
Total Attachments: 8			

CH \$115.00 1860810

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”) dated May 1, 2018 (the “Effective Date”) is made by and among CEB Inc., a Delaware corporation (“US Seller”), CEB Global Limited, a organized under the laws of England and Wales (“UK Seller” and, together with US Seller, each a “Seller” and collectively, “Sellers”), and PG CIQ, Inc. a Delaware corporation (“Buyer”), PG CIQ Acquisition, LLC, a Delaware limited liability company (“US Buyer”), PG CIQ UK Private Limited, (company number 11254753 incorporated under the laws of England whose registered office is at 6th Floor, One London Wall, London, EC2Y 5EB (“UK Buyer” and, together with Buyer and US Buyer, the “Buyers”).

WHEREAS Sellers and Buyers are parties to an asset purchase agreement dated as of March 20, 2018 (the “Asset Purchase Agreement”), pursuant to which Sellers agreed to sell to Buyers, and Buyers agreed to purchase, the Transferred Assets, and Sellers agreed to transfer to Buyers, and Buyers agreed to assume, the Assumed Liabilities, in each case subject to the terms and conditions of the Asset Purchase Agreement; and

WHEREAS, Sellers wish to assign, and Buyers wish to accept, all right, title and interest in and to the ClearForce and SurveySage name and mark and those applications, registrations, and common law marks listed on the attached Annex A (the “Marks”).

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

1. **Definitions.** All capitalized terms used but not otherwise defined in this Agreement have the meanings set out in the Asset Purchase Agreement.
2. **Conveyance.** Sellers hereby assign to Buyers all of their right, title and interest in and to the Marks, including without limitation the goodwill of the business connected with the use thereof and which is symbolized thereby, together with together with (a) all registrations, applications, renewals and extensions thereof, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringement, violation, or dilution thereof, (c) all rights to any and all claims and causes of action, whether accruing 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 and retain, any such damages, whether occurring before or after the Effective Date, (d) all rights corresponding to any of the foregoing throughout the world, and (e) the right to assign the rights conveyed herein, in the case of all of the foregoing, to be held and enjoyed by Buyers for their own use and benefit and for the use and benefit of their successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Sellers had this Assignment not been made.
3. **Further Assurances.** Each party hereto shall from time to time and at all times hereafter, upon every reasonable request of another party hereto (or of its successors or assigns), and

without further consideration, promptly execute and deliver or cause to be executed and delivered all such further documents, deeds, assurances and instruments and shall do or cause to be done all such further acts and things and provide such information as may be reasonably required by another party hereto (or by its successors or assigns) to give effect to this Agreement. Sellers hereby request the Commissioner for Patents of the United States Patent and Trademark Office, and the equivalent entities or agencies in any applicable foreign countries, to record the Buyers as the assignees and owner of the Marks.

4. **Asset Purchase Agreement; No Merger.** This Agreement is delivered pursuant to, and is subject to all of the terms and conditions of, the Asset Purchase Agreement. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.
5. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).
6. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, and by either of the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Signature on the following page]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

CEB INC.

By: 
Name: Kevin Tang
Title: Assistant Secretary

CEB GLOBAL LIMITED


By: 
Name: William Dorgan
Title: Director

[Signature Page to Trademark Assignment Agreement]


TRADEMARK
REEL: 006329 FRAME: 0235

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

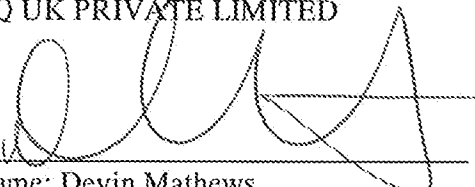
PG CIQ, INC.

By: 
Name: Devin Mathews
Title: President and Chief Executive Officer

PG CIQ ACQUISITION, LLC

By: 
Name: Devin Mathews
Title: President and Chief Executive Officer

PG CIQ UK PRIVATE LIMITED

By: 
Name: Devin Mathews
Title: President and Chief Executive Officer

ANNEX A

Assigned Trademarks

Registered Trademarks:

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status
1. GENVIEW	U.S.	74/470950 20-Dec-1993	1860810 01-Nov-1994	Registered/ Renewed \$15 acknowledged Renewal due 01-Nov-2024
2. SAGE	U.S.	77/413995 05-Mar-2008	4362646 09-Jul-2013	Registered 6-year Affidavit of Use due 09-Jul-2019
3. SURVEYSAGE. COM	U.S.	77/776498 16-Aug-1999	2564166 23-Apr-2002	Registered/ Renewed \$15 acknowledged Renewal due 23-Apr-2022
4. THE POWER OF CLARITY	U.S.	85/099188 03-Aug-2010	4040553 18-Oct-2011	Registered 6-year Affidavit of Use due 18-Oct-2017 ▶ Grace period expires 18-Apr-2018
5. VALTERA	Canada	1245889 03-Feb-2005	TMA660206 06-Mar-2006	Registered Renewal fee due 06-Mar-2021

Common Law Trademarks:

Mark
1. CLEARADVANTAGE
2. CLEARCOUNT
3. CLEARFORCE
4. CLEARGAUGE
5. CLEARGUIDE
6. CLEARMAP
7. CLEARPLAN
8. CLEARSIGHT
9. CLEARVIEW
10. CLEARVOICE

Mark
11. GENVIEW
12. 3SIXTYSAGE
13. 360SAGE
14. CLEARLEARN
15. SAGE
16. TOTAL REWARDS OPTIMIZATION
17. VALTERA
18. WORKFORCE SURVEYS & ANALYTICS
19. SURVEYSAGE

IP ACKNOWLEDGEMENT AGREEMENT

This IP Acknowledgement Agreement (this "Agreement"), effective as of May 1, 2018 (the "Effective Date") is made by and among PG CIQ, Inc. a Delaware corporation ("Buyer"), PG CIQ Acquisition, LLC, a Delaware limited liability company ("US Buyer"), PG CIQ Private Limited, incorporated under the laws of England ("UK Buyer" and, together with Buyer and US Buyer, the "Buyers").

WHEREAS, Buyers are parties to a Trademark Assignment Agreement dated as of May 1, 2018 (the "Trademark Agreement") by and among Buyers, CEB Inc., a Delaware corporation ("US Seller") and CEB Global Limited, organized under the laws of England and Wales (together with US Seller, the "Sellers"), pursuant to which Sellers agreed to assign to Buyers all right, title and interest in and to certain trademarks and service marks (including registration and applications) subject to the terms and conditions of the Trademark Agreement; and

WHEREAS, Buyers are parties to a Patent Assignment Agreement dated as of May 1, 2018 (the "Patent Agreement") by and among Buyers and Sellers, pursuant to which Sellers agreed to assign to Buyers all right, title and interest in and to certain patents and patent applications subject to the terms and conditions of the Trademark Agreement;

WHEREAS, Buyers are parties to a Copyright Assignment Agreement dated as of May 1, 2018 (the "Copyright Agreement") by and among Buyers and Sellers, pursuant to which Sellers agreed to assign to Buyers all right, title and interest in and to certain copyrights (including registration and applications) subject to the terms and conditions of the Copyright Agreement; and


WHEREAS, Buyers desire to confirm that all right, title, and interest in the intellectual property rights transferred under the Trademark Agreement, Patent Agreement, and Copyright Agreement is owned by Buyer (and not UK Buyer or US Buyer).

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


- Acknowledgement.** Each Buyer acknowledges and agrees that the Buyers intended that Buyer (and not UK Buyer or US Buyer) own all right, title, and interest in and to (i) the rights assigned under the Trademark Agreement, the Marks (as defined in the Trademark Agreement), including the goodwill of the business connected with the use thereof and which is symbolized thereby, (ii) the rights assigned under the Patent Agreement, the Patent Rights (as defined in the Patent Agreement), and (iii) the rights assigned under the Copyright Agreement, including the Copyrights (as defined in the Copyright Agreement) ((i) through (iii), collectively, the "Transferred IP").
- Confirmation.** To the extent that UK Buyer or US Buyer own any right, title, or interest in and to the Transferred IP, each of UK Buyer and US Buyer hereby assigns to Buyer, effective as of the Effective Date, all right, title and interest in and to the Transferred IP, together with the right to all incomes, royalties, or payments due or payable with respect to any of the Transferred IP, whether arising before or after the Effective Date, and any and all claims and causes of action with respect to such Transferred IP, whether accruing before, on or after the Effective Date, 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 and retain, any such damages, whether occurring before or after the Effective Date, and all rights corresponding to any of the foregoing throughout the world, and the right to assign the rights conveyed herein, in the case of all of the foregoing, to be held and enjoyed by Buyer for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.
- Counterparts.** This Agreement may be executed in one or more counterparts, and by any of the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.


PG CIQ, INC.

By: 
Name: Devin Mathews
Title: President and Chief Executive Officer

PG CIQ ACQUISITION, LLC

By: 
Name: Devin Mathews
Title: President and Chief Executive Officer

PG CIQ PRIVATE LIMITED

By: 
Name: Devin Mathews
Title: President and Chief Executive Officer

Signature Page to IP Acknowledgement Agreement