

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KELTON RESEARCH, LLC		04/16/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	New Mountain Finance Servicing, L.L.C., as Collateral Agent		
Street Address:	787 Seventh Avenue, 48th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3987361	KELTON	
Registration Number:	4021392	KELTON RESEARCH	
Registration Number:	3275194	NEWSWORTHY ANALYSIS	
Serial Number:	87601964	KELTON GLOBAL	
Serial Number:	87601966	JURY INSIGHT	
Serial Number:	87601962	KELTON	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	54786 / 010		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		

CH \$165.00 3987361

DATE SIGNED:	04/17/2018
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Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of April 16, 2018 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **NEW MOUNTAIN FINANCE SERVICING, L.L.C.**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 30, 2015 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**” ; the capitalized terms defined therein and not otherwise defined herein being used herein as therein defined), by and among TW LRW HOLDINGS, LLC, as Holdings, SW HOLDINGS, LLC, as the Borrower, the Grantor pursuant to a Counterpart Agreement with respect thereto, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, but for the avoidance of doubt excluding any intent to use applications for trademarks currently filed or filed in the future with the United States Patent and Trademark Office, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.


Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Second Lien Credit Agreement (as defined in the Pledge and Security Agreement). The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the Second Lien Credit Agreement, the provisions of the Pledge and Security Agreement or the Second Lien Credit Agreement shall govern.

Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to Collateral Agent, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent or any Second Lien Claimholder (as defined in the Intercreditor Agreement) hereunder are subject to the provisions of the Intercreditor Agreement, dated June 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among The Governor and Company of the Bank of Ireland, as First Lien Credit Agreement Agent (as defined in the Intercreditor Agreement), New Mountain Finance Servicing, L.L.C., as Second Lien Credit Agreement Agent (as defined in the Intercreditor Agreement), and acknowledged by the Grantors (as defined therein) and other persons from time to time party thereto. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

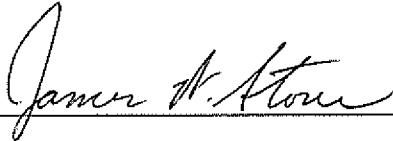
KELTON RESEARCH, LLC,
as the Grantor

By: 
Name: Catherine Lindquist
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006343 FRAME: 0938

NEW MOUNTAIN FINANCE SERVICING, L.L.C., as a
wholly-owned subsidiary of New Mountain Finance Holdings,
LLC and as Collateral Agent

By: 

Name: James W. Stone

Title: Managing Director, Authorized Person

SCHEDULE 1 TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Group Company	Service Mark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date
Kelton Research, LLC	KELTON	U.S.	June 3, 2010 85-054,261	June 28, 2011 3,987,361
Kelton Research, LLC	KELTON RESEARCH	U.S.	June 3, 2010 85-054,260	September 6, 2011 4,021,392
Kelton Research, LLC	KELTON GLOBAL	U.S.	September 8, 2017 87-601,964	N/A
Kelton Research, LLC	JURY INSIGHT	U.S.	September 8, 2017 87-601,966	N/A
Kelton Research, LLC	KELTON	U.S.	September 8, 2017 87-601,962	N/A
Kelton Research, LLC	NEWSWORTHY ANALYSIS	U.S.	August 23, 2006 78-958,449	August 7, 2007 3,275,194