TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479064

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MARKET STRATEGIES, INC.		06/22/2018	Corporation: MICHIGAN
MORPACE INC.		06/22/2018	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	LBC CREDIT AGENCY SERVICES, LLC, AS AGENT
Street Address:	Cira Centre 2929 Arch St, Ste 1550
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2809961	MARKET STRATEGIES
Registration Number:	4769385	COGENT BEAT
Registration Number:	4837224	COGENT REPORTS
Registration Number:	3856099	INVESTOR BRANDSCAPE
Registration Number:	3856098	ADVISOR BRANDSCAPE
Registration Number:	4744261	COGENT
Registration Number:	4744262	COGENT
Registration Number:	3856100	RETIREMENT PLANSCAPE
Registration Number:	3615515	TEXTALYTICS
Serial Number:	86612213	COGENT BEAT
Registration Number:	1261295	MOR
Registration Number:	3603196	CREATIVE MINDS. INTELLIGENT SOLUTIONS.
Registration Number:	3603195	MORPACE
Registration Number:	5183764	TRIMMIX
Serial Number:	87724202	DATADIALOGUE

OP $390.00 2809961

CORRESPONDENCE DATA

Fax Number: 3128637806

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.

Phone:	3128637198
Email:	nancy.brougher@goldbergkohn.com
Correspondent Name:	Nancy Brougher, Paralegal
Address Line 1:	Goldberg Kohn Ltd.
Address Line 2:	55 East Monroe, Suite 3300
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.127
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	06/22/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of June 22, 2018, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors", and each individually, "Grantor"), and LBC CREDIT AGENCY SERVICES, LLC, as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantors, the other persons party thereto as Loan Parties, the lenders parties thereto (the "Lenders") and the Agent, as administrative agent for the Lenders, the Lenders have agreed to make Loans to and for the benefit of, Grantors and/or affiliates thereof; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and other Loan Documents and to induce the Lenders to make the Loans as provided for in the Loan Agreement, each Grantor has agreed to execute and deliver to the Agent and its Affiliates, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by such Grantor, any registration or recording of the foregoing, and any application in connection therewith (excluding any intent-to-use trademark application for which an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d) has not been filed), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all trademark licenses to which such Grantor is a party;

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(d) all goodwill of the business associated with the use of, and symbolized by, any of the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing or (ii) injury to the goodwill associated with any trademark or any of the foregoing.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to the Agent or the Lenders whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or trademark licenses (in each case, except to the extent constituting Excluded Property), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall promptly notify the Agent in writing of any such new trademarks for which any Grantor files an application for registration with the United States Patent and Trademark Office (or in the case of an intent-to-use trademark application, the filing of an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d)). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission (including ".pdf" format) shall be deemed an original signature hereto.

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7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (as such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until the Full Payment of all Obligations.

9. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signatures Immediately Follow]

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

GRANTORS:

MARKET STRATEGIES, INC.

By: _____
Name: John Tristan Treadwell
Title: Chairman

MORPACE INC.

By: _____
Name: John Tristan Treadwell
Title: Chairman

ACKNOWLEDGED AND AGREED:

LBC CREDIT AGENCY SERVICES, LLC

By: _____

Name: David E. Fraimow

Title: Senior Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Ser. No.	Registration/ Application No.	Mark	Jurisdiction	Grantors
76/446260	2,809,961	Market Strategies	U.S.	Market Strategies, Inc.
86/061,095	4,769,385	Cogent Beat	U.S.	Market Strategies, Inc.
86/007,678	4,837,224	Cogent Reports	U.S.	Market Strategies, Inc.
77/924,072	3,856,099	Investor Brandscape	U.S.	Market Strategies, Inc.
77/924,062	3,856,098	Advisor Brandscape	U.S.	Market Strategies, Inc.
86/007,676	4,744,261	Cogent	U.S.	Market Strategies, Inc.
86/007,681	4,744,262	Cogent	U.S.	Market Strategies, Inc.
77/924,078	3,856,100	Retirement Planscape	U.S.	Market Strategies, Inc.
77/578,803	3,615,515	Textalytics	U.S.	Market Strategies, Inc.
86612213	Pending	Cogent Beat	U.S.	Market Strategies, Inc.
N/A	International No. 1,034,467	Cogent Research	Madrid Protocol	Market Strategies, Inc.
N/A	International No. 1,044,993	Investor Brandscape	Madrid Protocol	Market Strategies, Inc.
N/A	International No. 1,043,500	Advisor Brandscape	Madrid Protocol	Market Strategies, Inc.
N/A	International No. 1,046,812	Retirement Planscape	Madrid Protocol	Market Strategies, Inc.
0523495	TMA320412	Market Opinion Research	Canada	MORPACE International, Inc.
73/392,896	1,261,295	MOR	U.S.	MORPACE INC.
77/184,338	3,603,196	CREATIVE MINDS. INTELLIGENT SOLUTIONS	U.S.	MORPACE INC.
77/184,334	3,603,195	MORPACE	U.S.	MORPACE INC.

87083063	5,183,764	TrimMix	U.S.	MORPACE INC.
87724202	Pending	DataDialogue	U.S.	MORPACE INC.