

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM500266

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Information Resources, Inc.		11/30/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC, as Administrative Agent		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5516548	DIGITALINK	
Registration Number:	5237145	ECONOLINK	
Registration Number:	5122845	E-MARKET INSIGHTS	
Registration Number:	4836299	GROWTH DELIVERED.	
Registration Number:	5442129	IMPACT	
Registration Number:	4399558	INFOSCAN	
Registration Number:	4932530	IRI	
Registration Number:	5015586	IRI	
Registration Number:	5015587	IRI	
Registration Number:	5457134	IRI LIFT	
Registration Number:	5093778	LIQUID DATA	
Registration Number:	4991201		
Serial Number:	87853888		
Registration Number:	5236306	MILLENNIALINK	
Registration Number:	5237147	NUTRILINK	
Registration Number:	5255213	ON-PREMISE ADVANTAGE	
Registration Number:	4976089	PROSCORES	
Serial Number:	88170366	SCANSCAPE	

OP \$590.00 5516548

Property Type	Number	Word Mark
Serial Number:	88170392	SCANSCAPE
Registration Number:	5442127	SHOPPERSIGHTS
Registration Number:	5495051	SILVERLINK
Registration Number:	5473334	SOCIAL ADVANTAGE
Registration Number:	5399029	UNIFY

#### CORRESPONDENCE DATA

Fax Number: 2138918763

*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.*

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	038507-0731
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	11/30/2018

#### Total Attachments: 6

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of November 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entity identified as the grantor on the signature pages hereto (the “**Grantor**”) in favor of Jefferies Finance LLC as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantor is a party to a Second Lien Security Agreement, dated as of November 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Grantor, the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

### SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Guarantor, the Secured Obligations of the Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

(i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void, such intent-to-use trademark application or any registration that may issue therefrom under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of the Aggregate Commitments and the payment in full of all Secured Obligations (other than contingent obligations as to which no claim has been asserted). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

### **SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


## **SECTION 8. INTERCREDITOR AGREEMENT**

Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder, will be subject in all respects to the provisions of the First-Second Lien Intercreditor Agreement and any other Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control.

*[Remainder of page intentionally left blank]*

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


**INFORMATION RESOURCES, INC.**, as a  
Grantor

By: 

Name: Andrew M. Appel

Title: President & Chief Executive Officer

**JEFFERIES FINANCE LLC**, as Administrative  
Agent

By   
Name: Brian Buoy  
Title: Managing Director

**SCHEDULE A**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Serial No. / Registration No.</b>	<b>File Date / Reg. Date</b>	<b>Owner</b>
DIGITALINK	USA	5,516,548	7/17/2018	Information Resources, Inc.
ECONOLINK	USA	5,237,145	7/4/2017	Information Resources, Inc.
E-MARKET INSIGHTS	USA	5,122,845	1/17/2017	Information Resources, Inc.
GROWTH DELIVERED	USA	4,836,299	10/20/2015	Information Resources, Inc.
IMPACT	USA	5,442,129	4/10/2018	Information Resources, Inc.
INFOSCAN	USA	4,399,558	9/10/2013	Information Resources, Inc.
IRI	USA	4,932,530	4/5/2016	Information Resources, Inc.
IRI	USA	5,015,586	8/9/2016	Information Resources, Inc.
IRi - Design	USA	5,015,587	8/9/2016	Information Resources, Inc.
IRI LIFT	USA	5,457,134	5/1/2018	Information Resources, Inc.
LIQUID DATA	USA	5,093,778	12/6/2016	Information Resources, Inc.
LOGO	USA	4,991,201	7/5/2016	Information Resources, Inc.
LOGO	USA	87853888	3/28/2018	Information Resources, Inc.
MILLENNIALINK	USA	5,236,306	7/4/2017	Information Resources, Inc.
NUTRILINK	USA	5,237,147	7/4/2017	Information Resources, Inc.
ON-PREMISE ADVANTAGE	USA	5,255,213	8/1/2017	Information Resources, Inc.
PROSCORES	USA	4,976,089	6/14/2016	Information Resources, Inc.
SCANSCAPE	USA	88170366	10/26/2018	Information Resources, Inc.
SCANSCAPE	USA	88170392	10/26/2018	Information Resources, Inc.
SHOPPERSIGHTS	USA	5,442,127	4/10/2018	Information Resources, Inc.
SILVERLINK	USA	5,495,051	6/19/2018	Information Resources, Inc.
SOCIAL ADVANTAGE	USA	5,473,334	5/22/2018	Information Resources, Inc.
UNIFY	USA	5,399,029	2/13/2018	Information Resources, Inc.