

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529771

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIEBERMAN RESEARCH WORLDWIDE, LLC		06/28/2019	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	AUDAX PRIVATE DEBT LLC
Street Address:	101 HUNTINGTON AVENUE
Internal Address:	25TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3494087	ACTIONABILITY WORKSHOP
Registration Number:	5253561	AIM
Registration Number:	4507770	BRAND PROTEUS
Registration Number:	4286334	BRANDS AS STEREOTYPES
Registration Number:	4989166	BRANDSCAN
Registration Number:	3401724	CIA
Registration Number:	3351351	EVOLUTION
Registration Number:	4282424	IBID
Registration Number:	4699711	IIM
Registration Number:	4285692	IMPLICIT BRAND IMAGE DECODER
Registration Number:	4431230	IMPLICIT BRAND PERCEPTIONS
Registration Number:	4431231	IMPLICIT BRAND POWER
Registration Number:	4413435	IMPLICIT BRAND RESONANCE
Registration Number:	4456297	IMPLICIT IDENTITY MAPPING
Registration Number:	4209881	IMPLICIT
Registration Number:	2575089	LIEBERMAN RESEARCH WORLDWIDE
Registration Number:	2465335	LRW
Registration Number:	1338858	OKEY DOKE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5164991	LRWTONIC
Registration Number:	5164992	LRWTONIC
Registration Number:	4334997	PBSI
Registration Number:	4512426	PIT PERFORMANCE
Registration Number:	4210195	PRAGMATIC BRAIN SCIENCE
Registration Number:	4273508	PRAGMATIC BRAIN SCIENCE INSTITUTE
Registration Number:	4221551	PROMOTIONAL SALIENCE
Registration Number:	4591473	RAPID CHOICE
Registration Number:	3372565	RELEVANT CLARITY
Registration Number:	3258231	SO WHAT?
Registration Number:	2631174	THE SCIENCE OF RESEARCH. THE ART OF PROB
Registration Number:	3354349	TURNING INSIGHT INTO IMPACT
Registration Number:	4467487	VOICE IT
Serial Number:	88462154	PACE ANALYSIS

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 12068.002 Lieberman

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 06/28/2019

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of June 28, 2019 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **AUDAX PRIVATE DEBT LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS:

WHEREAS, reference is made to that certain Amended and Restated Pledge and Security Agreement, dated as of June 28, 2019 (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, 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. 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.

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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.

LIEBERMAN RESEARCH WORLDWIDE, LLC,
as the Grantor

By: 
Name: Catherine Lindquist
Title: Chief Financial Officer

AUDAX PRIVATE DEBT LLC,
as Collateral Agent

By: 
Name: Adam J. Weiss
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006681 FRAME: 0385

SCHEDULE 1 TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Group Company	Service Mark	Country	Appln. No./ Filing Date	Reg. No./ Reg. Date
Lieberman Research Worldwide, LLC	ACTIONABILITY WORKSHOP	U.S.	78/923909 06-Jul-2006	3494087 26-Aug- 2008
Lieberman Research Worldwide, LLC	AIM	U.S.	86/696278 17-Jul-2015	5253561 01-Aug- 2017
Lieberman Research Worldwide, LLC	BRAND PROTEUS	U.S.	85/896617 05-Apr-2013	4507770 1-Apr-2014
Lieberman Research Worldwide, LLC	BRANDS AS STEREOTYPES	U.S.	85/712350 24-Aug- 2012	4286334 5-Feb-2013
Lieberman Research Worldwide, LLC	BRANDSCAN	U.S.	86/311543 17-Jun-2014	4989166 28-Jun-2016
Lieberman Research Worldwide, LLC	CIA	U.S.	78/643229 03-Jun-2005	3401724 25-Mar-2008
Lieberman Research Worldwide, LLC	EVOLUTION	U.S.	77/135433 20-Mar-2007	3351351 11-Dec-2007
Lieberman Research Worldwide, LLC	IBID	U.S.	85/646844 08-Jun-2012	4282424 29-Jan-2013
Lieberman Research Worldwide, LLC	IIM	U.S.	86/354849 1-Aug-2014	4699711 10-Mar-2015
Lieberman Research Worldwide, LLC	IMPLICIT BRAND IMAGE DECODER	U.S.	85/646828 08-Jun-2012	4285692 5-Feb-2013
Lieberman Research Worldwide, LLC	IMPLICIT BRAND PERCEPTIONS	U.S.	85/760754 23-Oct-2012	4431230 12-Nov- 2013
Lieberman Research Worldwide, LLC	IMPLICIT BRAND POWER	U.S.	85/760759 23-Oct-2012	4,431,231 12-Nov- 2013
Lieberman Research Worldwide, LLC	IMPLICIT BRAND RESONANCE	U.S.	85/761152 23-Oct-2012	4413435 08-Oct-2013
Lieberman Research Worldwide, LLC	IMPLICIT IDENTITY MAPPING	U.S.	85743557 02-Oct-2012	4456297 24-Dec-2013
Lieberman Research Worldwide, LLC	ImpliCT	U.S.	85/545996 17-Feb-2012	4209881 18-Sep-2012
Lieberman Research Worldwide, LLC	LIEBERMAN RESEARCH WORLDWIDE	Madrid Protocol	15-Feb-2012	1110030 15-Feb-2012

Group Company	Service Mark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date
Lieberman Research Worldwide, LLC	LIEBERMAN RESEARCH WORLDWIDE	Madrid Protocol Registration designated in Australia	1482877 15-Feb-2012	1110030 15-Feb-2012
Lieberman Research Worldwide, LLC	LIEBERMAN RESEARCH WORLDWIDE	Madrid Protocol Registration designated in China	15-Feb-2012	1110030 15-Feb-2012
Lieberman Research Worldwide, LLC	LIEBERMAN RESEARCH WORLDWIDE	Madrid Protocol Registration designated in European Union (CTM)	15-Feb-2012	1110030 15-Feb-2012
Lieberman Research Worldwide, LLC	LIEBERMAN RESEARCH WORLDWIDE	Madrid Protocol Registration designated in Japan	15-Feb-2012	1110030 15-Feb-2012
Lieberman Research Worldwide, LLC	LIEBERMAN RESEARCH WORLDWIDE	Madrid Protocol Registration designated in Singapore	15-Feb-2012	1110030 15-Feb-2012
Lieberman Research Worldwide, LLC	LIEBERMAN RESEARCH WORLDWIDE	South Korea	41-2013- 0036244 16-Sep-2013	41-0299565 19-Sep-2014
Lieberman Research Worldwide, LLC	LIEBERMAN RESEARCH WORLDWIDE	U.S.	75/889448 04-Jan-2000	2575089 04-Jun-2002
Lieberman Research Worldwide, LLC	LRW	Madrid Protocol	15-Feb-2012	1110031 15-Feb-2012
Lieberman Research Worldwide, LLC	LRW	Madrid Protocol Registration designated in Australia	15-Feb-2012	1110031 15-Feb-2012
Lieberman Research Worldwide, LLC	LRW	Madrid Protocol Registration designated in China	15-Feb-2012	1110031 15-Feb-2012
Lieberman Research Worldwide, LLC	LRW	Madrid Protocol Registration designated in European Union (CTM)	15-Feb-2012	1110031 15-Feb-2012
Lieberman Research Worldwide, LLC	LRW	Madrid Protocol Registration designated in Japan	15-Feb-2012	1110031 15-Feb-2012
Lieberman Research Worldwide, LLC	LRW	Madrid Protocol Registration designated in	15-Feb-2012	1110031 15-Feb-2012

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Group Company	Service Mark	Country	Appln. No./ Filing Date	Reg. No./ Reg. Date
		Singapore		
Lieberman Research Worldwide, LLC	LRW	Madrid Protocol Registration designated in South Korea	15-Feb-2012	1110031 15-Feb-2012
Lieberman Research Worldwide, LLC	LRW	U.S.	75/889425 04-Jan-2000	2465335 03-Jul-2001
Lieberman Research Worldwide, LLC	LRWTONIC	Madrid Protocol	12-Jan-2017	1338858 12-Jan-2017
Lieberman Research Worldwide, LLC	LRWTONIC	Madrid Protocol Registration designated in the European Union (Community)	12-Jan-2017	1338858 12-Jan-2017
Lieberman Research Worldwide, LLC	LRWTONIC	Madrid Protocol Registration designated in the United Kingdom	12-Jan-2017	1338858 12-Jan-2017
Lieberman Research Worldwide, LLC	LRWTONIC	U.S.	87/118032 27-Jul-2016	5164991 21-Mar-2017
Lieberman Research Worldwide, LLC	LRWTONIC (Stylized)	U.S.	87/118047 27-Jul-2016	5164992 21-Mar-2017
				
Lieberman Research Worldwide, LLC	PBSI	U.S.	85/785499 21-Nov- 2012	4334997 14-May- 2013
Lieberman Research Worldwide, LLC	PIT PERFORMANCE	U.S.	85/896656 05-Apr-2013	4512426 08-Apr-2014
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE	Madrid Protocol	15-Mar-2013	1158713 15-Mar-2013
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE	Madrid Protocol Registration designated in Australia	15-Mar-2013	1158713 15-Mar-2013
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE	Madrid Protocol Registration designated in China	15-Mar-2013	G1158713 15-Mar-2013
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE	Madrid Protocol Registration designated in European Union (CTM)	15-Mar-2013	1158713 15-Mar-2013

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Group Company	Service Mark	Country	Appln. No/ Filing Date	Reg. No./ Reg. Date
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE	Madrid Protocol Registration designated in Japan	15-Mar-2013	1158713 15-Mar-2013
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE	Madrid Protocol Registration designated in Singapore	15-Mar-2013	1158713 15-Mar-2013
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE	Madrid Protocol Registration designated in South Korea	15-Mar-2013	1158713 15-Mar-2013
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE	U.S.	85/610431 27-Apr-2012	4210195 18-Sep-2012
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE INSTITUTE	Madrid Protocol	15-Mar-2013	1157054 15-Mar-2013
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE INSTITUTE	Madrid Protocol Registration designated in Australia	15-Mar-2013	1157054 15-Mar-2013
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE INSTITUTE	Madrid Protocol Registration designated in European Union (CTM)	15-Mar-2013	1157054 15-Mar-2013
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE INSTITUTE	Madrid Protocol Registration designated in Japan	15-Mar-2013	1157054 15-Mar-2013
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE INSTITUTE	Madrid Protocol Registration designated in Singapore	15-Mar-2013	1157054 15-Mar-2013
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE INSTITUTE	Madrid Protocol Registration designated in South Korea	15-Mar-2013	1157054 15-Mar-2013
Lieberman Research Worldwide, LLC	PRAGMATIC BRAIN SCIENCE INSTITUTE	U.S.	85/610457 27-Apr-2012	4273508 08-Jan-2013
Lieberman Research Worldwide, LLC	PROMOTIONAL SALIENCE	U.S.	85/554492 28-Feb-2012	4221551 09-Oct-2012
Lieberman Research Worldwide, LLC	RAPID CHOICE	U.S.	86/008,495 12-Jul-2013	4591473 26-Aug- 2014
Lieberman Research Worldwide, LLC	RELEVANT CLARITY	U.S.	77/188311 23-May- 2007	3372565 22-Jan-2008
Lieberman Research	SO WHAT?	Madrid Protocol		1108555

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Group Company	Service Mark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date
Worldwide, LLC			15-Feb-2012	15-Feb-2012
Lieberman Research Worldwide, LLC	SO WHAT?	Madrid Protocol Registration designated in Australia	15-Feb-2012	1108555 15-Feb-2012
Lieberman Research Worldwide, LLC	SO WHAT?	Madrid Protocol Registration designated in China	15-Feb-2012	1108555 15-Feb-2012
Lieberman Research Worldwide, LLC	SO WHAT?	Madrid Protocol Registration designated in European Union (CTM)	15-Feb-2012	1108555 15-Feb-2012
Lieberman Research Worldwide, LLC	SO WHAT?	Madrid Protocol Registration designated in Japan	15-Feb-2012	1108555 15-Feb-2012
Lieberman Research Worldwide, LLC	SO WHAT?	Madrid Protocol Registration designated in Singapore	15-Feb-2012	1108555 15-Feb-2012
Lieberman Research Worldwide, LLC	SO WHAT?	Madrid Protocol Registration designated in South Korea	15-Feb-2012	1108555 15-Feb-2012
Lieberman Research Worldwide, LLC	SO WHAT?	U.S.	78/906120 12-Jun-2006	3258231 03-Jul-2007
Lieberman Research Worldwide, LLC	THE SCIENCE OF RESEARCH. THE ART OF PROBLEM SOLVING.	U.S.	76/302219 21-Aug- 2001	2631174 08-Oct-2002
Lieberman Research Worldwide, LLC	TURNING INSIGHT INTO IMPACT	U.S.	78/923968 06-Jul-2006	3354349 11-Dec-2007
Lieberman Research Worldwide, LLC	VOICE IT	U.S.	85/732939 19-Sep-2012	4467487 14-Jan-2014
Lieberman Research Worldwide, LLC	PACE ANALYSIS	U.S.	88/462154 06-Jun-2019	

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