

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engine International, Inc.		11/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP PARIBAS, as collateral agent for the Secured Parties		
Street Address:	787 Seventh Avenue		
Internal Address:	Attention: Merchant Banking Group - David Gilio/Peter Fritz		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY BANKING COMPANY: FRANCE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1470224	CARAVAN	
Registration Number:	1158530	CARAVAN SURVEYS	
Registration Number:	5586732	ENGINE	
Registration Number:	1776731	FIND	
Registration Number:	2659146	INSIGHT BEYOND MEASURE	
Registration Number:	2696289	INTOTA	
Registration Number:	1147327	ORC	
Registration Number:	3728348	ORC	
Registration Number:	2002715	ORC INTERNATIONAL	
Registration Number:	5217476	SEE TOMORROW	
Registration Number:	1642386	TELTECH	
Serial Number:	88672330	ENGINE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	IPDocket@mayerbrown.com		

CH \$315.00 1470224

Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 20649652

NAME OF SUBMITTER: William R. Siegel

SIGNATURE: /william r siegel/

DATE SIGNED: 11/18/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 17, 2020 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BNP PARIBAS**, 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 Amended and Restated Pledge and Security Agreement, dated as of November 17, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such 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 Grantors 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, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) 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 (but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto) including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (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. Each Grantor authorizes and requests that the Register of Copyrights, 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 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 Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.


[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each 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.

ENGINE INTERNATIONAL, INC.,
as a Grantor

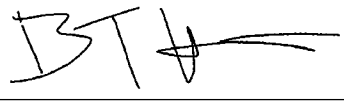
By: Collin A. Abert
Name: Collin Abert
Title: Vice President

BNP PARIBAS, as Collateral Agent

By:  _____

Name: Charles Romano

Title: Director

By:  _____

Name: Brock Harris

Title: Managing Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark	Owner/Country	Reg. No.	Reg. Date
CARAVAN	Opinion Research Corporation US	1470224	12/22/1987
CARAVAN SURVEYS	Opinion Research Corporation US	1158530	6/23/1981
ENGINE	Engine International, Inc. US	Pending	10/29/2019
ENGINE	ORC International Inc. US	5586732	10/16/2018
FIND	ORC International, Inc. US	1776731	6/15/1993
INSIGHT BEYOND MEASURE	ORC International, Inc. US	2659146	12/10/2002
INTOTA CONSULTING SERVICES IN THE FIELD OF BUSINESS AND KNOWLEDGE MANAGEMENT; ADVERTISING SERVICES FOR OTHERS	ORC International, Inc. US	2696289	3/11/2003
ORC	ORC International, Inc. US	1147327	2/17/1981
ORC	ORC International, Inc. US	3728348	12/22/2009
ORC INTERNATIONAL	Opinion Research Corporation US	2002715	9/24/1996

Trademark	Owner/Country	Reg. No.	Reg. Date
SEE TOMORROW	ORC International Inc. US	5217476	6/6/2017
TELTECH	ORC International, Inc. US	1642386	4/23/1991