TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM744965

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Information Resources, Inc.		08/01/2022	Corporation: DELAWARE
Coin Out Inc.		08/01/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark		
Registration Number:	2149612	MARKETMASTER		
Registration Number:	2309961	EMPOWER IT		
Registration Number:	3513869	BIBRIEFCASE		
Registration Number:	5336376	COINOUT		
Registration Number:	5639792			
Registration Number:	5516548	DIGITALINK		
Registration Number:	5237145	ECONOLINK		
Registration Number:	5122845	E-MARKET INSIGHTS		
Registration Number:	4836299	GROWTH DELIVERED.		
Registration Number:	4991201			
Registration Number:	5442129	IMPACT		
Registration Number:	5015586	IRI		
Registration Number:	4932530	IRI		
Registration Number:	5015587	IRI		
Registration Number:	5457134	IRI LIFT		
Registration Number:	6269554	IRI MARKETING FORESIGHT		
Registration Number:	5093778	LIQUID DATA		
Registration Number:	6019259	MARKETING FORESIGHT		

Property Type	Number	Word Mark		
Registration Number:	5938483	MEDIA ADVANTAGE		
Registration Number:	5835024	METRICS THAT MATTER		
Registration Number:	5236306	MILLENNIALINK		
Registration Number:	5237147	NUTRILINK		
Registration Number:	5255213	ON-PREMISE ADVANTAGE		
Registration Number:	4976089	PROSCORES		
Registration Number:	5769013	SCANSCAPE		
Registration Number:	5769017	SCANSCAPE		
Registration Number:	5442127	SHOPPERSIGHTS		
Registration Number:	5495051	SILVERLINK		
Registration Number:	5473334	SOCIAL ADVANTAGE		
Registration Number:	5399029	UNIFY		
Registration Number:	6091465	RSI		
Registration Number:	6091464	RSI		
Serial Number:	90393175	LIQUID INTELLIGENCE		
Serial Number:	90393169	RECEIPT STAR		

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	40924.00037		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	08/01/2022		

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of August 1, 2022 (this "<u>Agreement</u>"), among Information Resources, Inc. and Coin Out Inc. (each a "<u>Grantor</u>") and Wilmington Trust, National Association ("<u>Wilmington Trust</u>") in its capacity as Collateral Agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, together with its successors, assigns, designees and sub-agents, the "<u>Collateral Agent</u>").

WHEREAS, reference is made to (a) the Credit Agreement dated as of December 1, 2021, (as amended by Amendment No. 1 to Credit Agreement, dated as of June 30, 2022, and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Neptune Midco, L.P., a Delaware limited partnership ("Neptune LP"), The NPD Group GP, LLC, a Delaware limited liability company ("Neptune GP" and, together with Neptune LP, "Holdings"), Neptune Debt Merger Sub, LLC, a Delaware limited liability company, in its capacity as the initial borrower (the "Initial Borrower"), as of and after the effective time of the Merger, The NPD Group, L.P., a Delaware limited partnership (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and Letter of Credit Issuers from time to time party thereto, Wilmington Trust as the Administrative Agent and Collateral Agent and (b) the Pledge and Security Agreement dated as of December 1, 2021 (the "Security Agreement"), by and among the Holdings, the Initial Borrower, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders, the Swingline Lender and the Letter of Credit Issuers have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. <u>Grant of Security Interest</u>. As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest (the "<u>Security Interest</u>") in all of such Grantor's right in, and title and interest to and under, any Trademarks now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, including those listed on <u>Schedule I</u> (the "<u>Collateral</u>").

SECTION 3. <u>Security Agreement</u>. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING SECTION 6. ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. SO LONG AS THE EQUAL PRIORITY INTERCREDITOR AGREEMENT IS OUTSTANDING, THE REQUIREMENT OF THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT TO DELIVER COLLATERAL TO THE COLLATERAL AGENT (OR ANY REPRESENTATION OR WARRANTY HAVING THE EFFECT OF REQUIRING THE SAME) SHALL BE DEEMED SATISFIED (OR ANY SUCH REPRESENTATION OR WARRANTY SHALL BE DEEMED TRUE BY DELIVERY OF SUCH COLLATERAL TO THE CONTROLLING COLLATERAL AGENT (AS SUCH TERM IS DEFINED IN THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AS BAILEE OF, AND BEHALF OF, THE COLLATERAL AGENT PURSUANT TO THE EQUAL PRIORITY INTERCREDITOR AGREEMENT).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INFORMATION RESOURCES, INC.

By:

F9345DEDA8F2412...

Name: Nicola Lospalluto

Title: Senior Vice President and Treasurer

COIN OUT INC.

By:

Name: Nicola Lospalluto

Title: Senior Vice President and Treasurer

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Collateral Agent

By

Name: Jessica A. Jankiewicz

Title: Vice President

SCHEDULE I

Trademark	App. No.	Trademark No.	Owner
MARKETMASTER	74643450	2149612	Information Resources, Inc.(successor-in-interest to EMPOWER IT INC.)
EMPOWER IT	75531288	2309961	Information Resources, Inc.(successor-in-interest to EMPOWER IT, INC.)
BIBRIEFCASE	77313047	3513869	Information Resources, Inc.(successor-in-interest to Empower IT)
COINOUT	87/114,258	5336376	Coin Out Inc.
Colourful Design Logo	87/853,888	5639792	Information Resources, Inc.
DIGITALINK	87/263,489	5516548	Information Resources, Inc.
ECONOLINK	87/263,325	5237145	Information Resources, Inc.
E-MARKET INSIGHTS	87/044,829	5122845	Information Resources, Inc.
GROWTH DELIVERED.	86/565,542	4836299	Information Resources, Inc.
Hexagon Colourful Design	86/565,477	4991201	Information Resources, Inc.
IMPACT	87/457,457	5442129	Information Resources, Inc.
IRI	86/565,363	5015586	Information Resources, Inc.
IRI	86/770,911	4932530	Information Resources, Inc.
IRI (Stylized)	86/565,427	5015587	Information Resources, Inc.
IRI LIFT	87/457,443	5457134	Information Resources, Inc.
IRI MARKETING FORESIGHT	88/758,561	6269554	Information Resources, Inc.
LIQUID DATA	86/769,241	5093778	Information Resources, Inc.
LIQUID INTELLIGENCE	90/393,175		Information Resources, Inc.
MARKETING FORESIGHT	87/403,454	6019259	Information Resources, Inc.

Trademark	App. No.	Trademark No.	Owner
MEDIA ADVANTAGE	87/457,446	5938483	Information Resources, Inc.
METRICS THAT MATTER	86/724,208	5835024	Information Resources, Inc.
MILLENNIALINK	87/250,695	5236306	Information Resources, Inc.
NUTRILINK	87/263,378	5237147	Information Resources, Inc.
ON-PREMISE ADVANTAGE	87/263,644	5255213	Information Resources, Inc.
PROSCORES	86/565,606	4976089	Information Resources, Inc.
RECEIPT STAR	90/393,169		Information Resources, Inc.
SCANSCAPE	88/170,366	5769013	Information Resources, Inc.
ScanScape & Design	88/170,392	5769017	Information Resources, Inc.
SHOPPERSIGHTS	87/457,409	5442127	Information Resources, Inc.
SILVERLINK	87/263,252	5495051	Information Resources, Inc.
SOCIAL ADVANTAGE	87/457,426	5473334	Information Resources, Inc.
UNIFY	87/104,147	5399029	Information Resources, Inc.
RSI RSi	87839049	6091465	Information Resources, Inc.
RSI RSi	87839047	6091464	Information Resources, Inc.

RECORDED: 08/01/2022