# 3648137

# CH \$65.00

#### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Market Track, LLC		I11/08/2010 I	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	GCI Capital Markets LLC, as Administrative Agent		
Street Address:	551 Madison Ave., 6th Floor		
Internal Address:	c/o Golub Capital Incorporated		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	3648137	FEATURE VISION	
Registration Number:	2424885	FEATURETRAC	

#### **CORRESPONDENCE DATA**

Fax Number: (312)577-4565

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe

Address Line 4: Chicago, ILLINOIS 60661

Signature:	/Kristin Brozovic/	TRADEMARK
NAME OF SUBMITTER:	Kristin Brozovic	
ATTORNEY DOCKET NUMBER:	337968-31	

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Date:	11/08/2010
Total Attachments: 6 source=Trademark Security Agreement#pagesource=Trademark Security	ge2.tif ge3.tif ge4.tif ge5.tif

TRADEMARK REEL: 004411 FRAME: 0223

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2010, is between MARKET TRACK, LLC, a Delaware limited liability company (the "Grantor"), and GCI CAPITAL MARKETS LLC, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.

#### **RECITALS**

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 2** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, as Administrative Agent, the other Loan Parties signatory thereto, and the Lenders party thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all proceeds thereof, to secure the payment of the Obligations.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "<u>Trademark Collateral</u>"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto (but excluding any "intent to use" Trademark or service mark applications for which a statement of use has not been filed (but only until such statement is filed));
- (2) each Trademark license referred to in **Schedule 2** annexed hereto;
- (3) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

TRADEMARK REEL: 004411 FRAME: 0224 (4) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto and the Trademarks licensed under any Trademark license referred to in **Schedule 2** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank; signature page follows.]

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

MARKET TRACK, LLC,

a Delaware limited liability company

Name: Timothy N. Burditt Title: Chief Financial Officer

Acknowledged:

GCI CAPITAL MARKETS LLC, as Administrative Agent

By:

Name: Gregory W. Cashman

Title: Chief Investment Officer

Trademark Security Agreement

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

MARKET TRACK, LLC, a Delaware limited liability company

Ву:

Name: Timothy N. Burditt
Title: Chief Financial Officer

Acknowledged:

GCI CAPITAL MARKETS LLC,

as Administrative Agent

By:

Name: Gregow W. Cashman

Title: Chief Investment Officer

Trademark Security Agreement

TRADEMARK

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### Schedule 1 to Trademark Security Agreement

# U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Owner
FEATURE VISION	3648137	June 30, 2009	Market Track, LLC
FEATURETRAC	2424885	January 30, 2001	Market Track, LLC

# FOREIGN TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Jurisdiction	Owner
FEATURE VISION	TMA 726405	October 21, 2008	Canada	Market Track, LLC

# U.S. TRADEMARK APPLICATIONS

None.

# FOREIGN TRADEMARK APPLICATIONS

None.

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# Schedule 2 to Trademark Security Agreement

# TRADEMARK LICENSES

None.

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**RECORDED: 11/08/2010** 

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