

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLARITAS, LLC		12/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	28 STATE STREET		
Internal Address:	M1515		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3545958	BUSINESS-FACTS	
Registration Number:	1443709	BUSINESS-FACTS	
Registration Number:	1499354	CLARITAS	
Registration Number:	2913465	CONNEXIONS	
Registration Number:	3204767	CONSUMER TRADE AREAS	
Registration Number:	2579244	CONSUMERPOINT	
Registration Number:	2930745	CULTURE POINT MODEL	
Registration Number:	1453745	DAYTIME POPULATION	
Registration Number:	2127296	DEMOGRAPHICS USA	
Registration Number:	2075237	FINANCIAL CLOUT	
Registration Number:	2196887	MARKET AUDIT	
Registration Number:	3029703	OPPORTUNITY FINDER	
Registration Number:	3824860	P\$YCLE	
Registration Number:	1410464	POP-FACTS	
Registration Number:	1410929	POP-FACTS	
Registration Number:	3513145	PRIMELOCATION	
Registration Number:	3909845	PRIZM	
Registration Number:	4267240	SITEREPORTS	
TRADEMARK			

OP \$490.00 3545958

Property Type	Number	Word Mark
Registration Number:	1413799	YPD

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 704 503 2600

Email: vbantug@kslaw.com

Correspondent Name: KING & SPALDING

Address Line 1: 100 N TRYON STREET

Address Line 2: SUITE 3900

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18588.015271
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	12/30/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of December 30, 2016, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of and accepted and agreed to by CITIZENS BANK, N.A., as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement"), by and among CLARITAS HOLDINGS, INC., a Delaware corporation ("Holdings"), the Grantor, the several banks and other financial institutions or entities from time to time party thereto (the "Lenders") and Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has, pursuant to a Guarantee and Collateral Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Collateral Agreement"), among Holdings, the Grantor, the Subsidiary Guarantors (as defined in the Credit Agreement) from time to time party hereto, and Agent, granted a security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined below) to the Agent, for the ratable benefit of the Secured Parties (as defined in the Credit Agreement), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) of such Grantor; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its trademarks, including, without limitation, those trademarks registered to such Grantor referred to on Schedule I hereto, and all trademark licenses providing for the grant by or to the Grantor of any right under any trademark;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that notwithstanding any of the other provisions set forth in this Section 2 or elsewhere in this Agreement, the security interest granted under this Agreement shall not constitute a grant of a security interest in any Excluded Property (as defined in the Collateral Agreement).

Section 3. Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

Section 4. Termination. Upon the occurrence of the Termination Date (as defined in the Collateral Agreement), the lien and security interest in the Trademark Collateral under this Agreement shall be automatically released in accordance with the terms of the Collateral Agreement and the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form evidencing such release.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective legal delivery thereof and shall be deemed an original signature hereunder for all purposes.

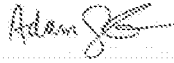
Section 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

CLARITAS, LLC,
a Delaware limited liability company



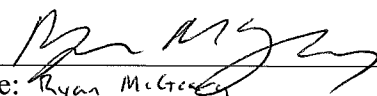
By: _____

Name: Adam Glucksman

Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK, N.A.,
as Agent

By: 
Name: Ryan McGee
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005958 FRAME: 0062

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

1. Registered Trademarks:

<u>Trademarks - Title</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Credit Party</u>
BUSINESS-FACTS	77305541	October 16, 2007	3545958	December 16, 2008	CLARITAS, LLC
BUSINESS-FACTS	73564646	October 23, 1985	1443709	June 16, 1987	CLARITAS, LLC
CLARITAS	73697893	November 27, 1987	1499354	August 9, 1988	CLARITAS, LLC
CONNEXIONS	76194842	January 17, 2001	2913465	December 21, 2004	CLARITAS, LLC
CONSUMER TRADE AREAS	78781446	December 28, 2005	3204767	January 30, 2007	CLARITAS, LLC
CONSUMERPOINT	75677592	April 7, 1999	2579244	June 11, 2002	CLARITAS, LLC
CULTURE POINT MODEL	78366116	February 11, 2004	2930745	March 08, 2005	CLARITAS, LLC
DAYTIME POPULATION	73585416	March 3, 1986	1453745	August 18, 1987	CLARITAS, LLC
DEMOGRAPHICS USA	75226292	January 16, 1996	2127296	January 6, 1998	CLARITAS, LLC
FINANCIAL CLOUT	75052035	February 1, 1996	2075237	July 1, 1997	CLARITAS, LLC
MARKET AUDIT	75057628	February 14, 1996	2196887	October 20, 1998	CLARITAS, LLC
OPPORTUNITY FINDER	76452463	September 25, 2002	3029703	December 13, 2005	CLARITAS, LLC
PSYCLE	77896018	December 17, 2009	3824860	July 27, 2010	CLARITAS, LLC
POP-FACTS	73585415	March 3, 1986	1410464	September 23, 1986	CLARITAS, LLC
POP-FACTS	73585424	March 3, 1986	1410929	September 23, 1986	CLARITAS, LLC
PRIMELOCATION	77067233	December 19, 2006	3513145	October 07, 2008	CLARITAS, LLC
PRIZM	77845188	October 9, 2009	3909845	January 25, 2011	CLARITAS, LLC
SITEREPORTS	85557474	March 1, 2012	4267240	January 1, 2013	CLARITAS, LLC
YPD	73586008	December 5, 1985	1413799	October 14, 1986	CLARITAS, LLC

2. Trademark Applications

N/A.