

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mattersight Corporation		06/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Privatebank and Trust Company		
Street Address:	120 S. LaSalle St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4172456	MATTERSIGHT	
Registration Number:	4250756	MATTERSIGHT SEE WHAT MATTERS	
Registration Number:	4250755	MATTERSIGHT SEE WHAT MATTERS	
Registration Number:	5134721	THE CHEMISTRY OF CONVERSATION	
Registration Number:	5101063	CHEMISTRY OF CONVERSATION	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<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:	3122698000		
Email:	trademarks@nge.com		
Correspondent Name:	Jessica Cohen, Neal, Gerber & Eisenberg		
Address Line 1:	Two North LaSalle Street		
Address Line 2:	Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Jessica Cohen		
SIGNATURE:	/Jessica Cohen/		
DATE SIGNED:	07/14/2017		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as June 29, 2017, is made by MATTERSIGHT CORPORATION, a Delaware corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY (the "Lender").

RECITALS

WHEREAS, the Grantor has entered into a Loan and Security Agreement dated as of June 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Lender, pursuant to which the Lender has agreed to make certain loans to the Grantor;

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below), to secure the payment of all amounts owing by the Grantor under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith;
- (2) each trademark license granting to the Grantor any rights in trademarks to which the Grantor is a party, including, without limitation, each trademark license listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or license thereof (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and is subject to limitations set forth therein. Each of the Grantor and the Lender hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

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. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by Lender shall be deemed to be originals.

[signature page follows]

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

MATTERSIGHT CORPORATION

By: David B. Muller
Name: David B. Muller
Title: CFO

Acknowledged and agreed to:

THE PRIVATEBANK AND TRUST COMPANY

By: _____
Name:
Title:


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

MATTERSIGHT CORPORATION

By: _____
Name:
Title:

Acknowledged and agreed to:

THE PRIVATEBANK AND TRUST COMPANY

By: 
Name: Andrew Schwartz
Title: AMD

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

U.S. Reg. No.	Registration Date	Mark
4172456	7/10/2012	MATTERSIGHT
4250756	11/27/2012	MATTERSIGHT SEE WHAT MATTERS and Design (B&W)
4250755	11/27/2012	MATTERSIGHT SEE WHAT MATTERS and Design (Color claimed)
5134721	1/31/17	THE CHEMISTRY OF CONVERSATION
5,101,063	12/13/2016	CHEMISTRY OF CONVERSATION