

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM449994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHESAPEAKE RESEARCH REVIEW, LLC		11/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, AS AGENT		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4153394	CHESAPEAKE IRB	
Registration Number:	4153395	CHESAPEAKE RESEARCH REVIEW, INC.	
Registration Number:	4459074	IRB-READY	
Registration Number:	4071724	EXCELLENCE. EVERY TIME.	
Registration Number:	4071723	WE DON'T COMPETE. WE LEAD.	
Registration Number:	4129936	GOODWYN UNIVERSITY	
Registration Number:	4280864	GOODWYN RESEARCH INSTITUTE	
Registration Number:	3856661	GOODWYN IRB	
Registration Number:	4075696	GOODWYN RESEARCH TRUST	
Registration Number:	4168357	GOODWYN RESEARCH TRUST	
Registration Number:	4671695		
Registration Number:	4854045	JUMP START	
Registration Number:	3467096	GUIDING YOU TO SUCCESS	
Registration Number:	3467095	COMPASS IRB	
Registration Number:	3446279	THE ANCHOR	
Serial Number:	77354934	CIRBI	
Serial Number:	85122143	GOODWYN RESEARCH INSTITUTE	
Serial Number:	87328652	CHESAPEAKE IRB-CONNECT	
Serial Number:	87328684	CHESAPEAKE-CONNECT	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87328667	IRB-CONNECT
Serial Number:	87328676	CIRBI-CONNECT

CORRESPONDENCE DATA

Fax Number:

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: 312-577-8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	388900-00002
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	11/07/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 7th day of November, 2017 by CHESAPEAKE RESEARCH REVIEW, LLC, a Delaware limited liability company ("Grantor"), in favor of ARES CAPITAL CORPORATION, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee");

WITNESSETH

WHEREAS, Grantor, as a Borrower, the other loan parties party thereto, the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the "Loans").

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor, and the other loan parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, including by joinder, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in

Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

- (i.) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii.) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Termination. This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Obligations (as defined in the Credit Agreement). Upon the termination of this Agreement, Grantee shall, at Grantor's sole cost and expense, execute all customary documents, make all filings, and take all other actions reasonably requested by Grantor, all in form reasonably satisfactory to Grantee, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein, all without representation or warranty.

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 document.

6. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CHESAPEAKE RESEARCH REVIEW, LLC, a
Delaware limited liability company

By: 
Name: Scott Uebele
Title: Chief Financial Officer and Treasurer

Trademark Security Agreement

TRADEMARK
REEL: 006198 FRAME: 0752

Agreed and Accepted
As of the Date First Written Above:

ARES CAPITAL CORPORATION,
as Agent

By: 

Name: _____

Title: _____

DAVID SCHWARTZ
AUTHORIZED SIGNATORY

Trademark Security Agreement

TRADEMARK
REEL: 006198 FRAME: 0753

Schedule A

Trademark Registrations and Applications

Trademark	Current Owner/Applicant	Status	App. #	Filing Date	Reg. #	Reg. Date
CHESAPEAKE IRB	Chesapeake Research Review, LLC	Registered	85430648	9/23/11	4153394	6/5/12
CHESAPEAKE RESEARCH REVIEW, INC.	Chesapeake Research Review, LLC	Registered	85430679	9/23/11	4153395	6/5/12
CIRBI	Chesapeake Research Review, Inc.	Abandoned	77354934	12/18/07	N/A	N/A
IRB-READY	Chesapeake Research Review, LLC	Registered	85937093	5/20/13	4459074	12/31/13
EXCELENCE. EVERY TIME.	Chesapeake Research Review, LLC	Registered	85156978	10/20/10	4071724	12/13/11
WE DON'T COMPETE. WE LEAD.	Chesapeake Research Review, LLC	Registered	85156834	10/20/10	4071723	12/13/11
GOODWYN UNIVERSITY	Chesapeake Research Review, LLC	Registered	85122137	9/2/10	4129936	4/17/12
GOODWYN RESEARCH INSTITUTE	Chesapeake Research Review, LLC	Registered	85977922	9/2/10	4280864	1/22/13
GOODWYN RESEARCH INSTITUTE	Chesapeake Research Review, LLC	Abandoned	85122143	9/2/10	N/A	N/A
GOODWYN IRB	Chesapeake Research Review, LLC	Cancelled	77946036	2/26/10	3856661	10/5/10
GOODWYN RESEARCH TRUST	Chesapeake Research Review, LLC	Registered	77982711	2/26/10	4075696	12/27/11
GOODWYN RESEARCH TRUST	Chesapeake Research Review, LLC	Registered	77946072	2/26/10	4168357	7/3/12
DESIGN ONLY	Chesapeake Research Review, LLC	Registered	86310808	6/16/14	4671695	1/13/15
JUMP START	Chesapeake Research Review, LLC	Registered	86445987	11/5/2014	4854045	11/17/2015

Trademark	Current Owner/Applicant	Status	App. #	Filing Date	Reg. #	Reg. Date
GUIDING YOU TO SUCCESS	Chesapeake Research Review, LLC	Registered	77334689	11/20/2007	3467096	7/15/2008
COMPASS IRB	Chesapeake Research Review, LLC	Registered	77334683	11/20/2007	3467095	7/15/2008
THE ANCHOR	Chesapeake Research Review, LLC	Registered	77205125	6/13/2007	3446279	6/10/2008
CHESAPEAKE IRB-CONNECT	Chesapeake Research Review, LLC	Published (Pending)	87328652	2/8/17	N/A	N/A
CHESAPEAKE-CONNECT	Chesapeake Research Review, LLC	Published (Pending)	87328684	2/8/17	N/A	N/A
IRB-CONNECT	Chesapeake Research Review, LLC	Published (Pending)	87328667	2/8/17	N/A	N/A
CIRBI-CONNECT	Chesapeake Research Review, LLC	Published (Pending)	87328676	2/8/17	N/A	N/A