

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIRIUSDECISIONS, INC.		01/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	383 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4250177	EXECUTIVE EDGE: CMO	
Registration Number:	4253683	SIRIUSDECISIONS	
Registration Number:	4254019	SIRIUSDECISIONS	
Registration Number:	4254020	SIRIUSPERSPECTIVES	
Registration Number:	4558772	DEMAND WATERFALL	
Registration Number:	4809044	SIRIUSINDEX	
Registration Number:	4822953	SIRIUSDECISIONS	
Registration Number:	4837447	SIRIUSDECISIONS INTELLIGENT GROWTH	
Registration Number:	4867230	SIRIUSINDEX	
Registration Number:	4867232	SIRIUSPERSPECTIVES	
Registration Number:	4886105	SIRIUSDECISIONS	
Registration Number:	4886107	SIRIUSDECISIONS	
Registration Number:	4947018	MESSAGING NAUTILUS	
Registration Number:	4963125	SIRIUSDECISIONS INTELLIGENT GROWTH	
Registration Number:	4963129	SIRIUSDECISIONS INTELLIGENT GROWTH	
Registration Number:	4990011	SIRIUSPATHWAYS	
Registration Number:	5027340	SIRIUSEVENTS	
Registration Number:	5069952	SIRIUSDECISIONS MARKETPLACE	
Registration Number:	5124586	SIRIUSTOOLS	

CH \$540.00 4250177

Property Type	Number	Word Mark
Registration Number:	5257079	SIRIUSFOUNDATIONS
Registration Number:	5558699	SIRIUSDECISIONS COMMAND CENTER

CORRESPONDENCE DATA

Fax Number: 2124552502
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: (212) 455-3605
Email: ksolomon@stblaw.com
Correspondent Name: GENEVIEVE DORMENT, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2190
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	01/09/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), effective as of January 3, 2019 is made by SIRIUSDECISIONS, INC., a Delaware corporation, located at 187 Danbury Road, Suite 3D, Wilton, CT 06897 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association located at 383 Madison Avenue, New York, NY 10017, in its capacity as Administrative Agent (the "Administrative Agent") for the Lenders, parties to the Credit Agreement, dated as of January 3, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FORRESTER RESEARCH, INC., a Delaware corporation (the "Borrower"), the Lenders, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to, among other things, make Loans and other Commitments to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain subsidiaries of the Borrower (including the Grantor, a Wholly-Owned Subsidiary of the Borrower) have executed and delivered a Guarantee and Collateral Agreement, dated as of January 3, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent for the benefit of the Lenders a security interest in all Grantor's Intellectual Property (as defined in the Security Agreement), including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Credit Agreement and the Security Agreement.

Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations, the Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, domain names, social and mobile media identifiers, and other distinctive source or business identifiers, whether arising under United States, multinational or foreign laws or otherwise, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, any of the foregoing referred to in Schedule A hereto;

(b) the right to obtain all renewals of the foregoing ((a) and (b) collectively, "Trademarks"); and

(c) all written agreements pursuant to which such Grantor is granted exclusive rights in any registered or applied for Trademark, including, without limitation, those listed on Schedule A;

provided, however, that notwithstanding anything to the contrary contained in clauses (a), (b) and (c) above, the security interest created by this Agreement shall not attach to any Excluded Property, including any "intent to use" Trademark application filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office.

Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interest herein with the United States Patent and Trademark Office.

Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

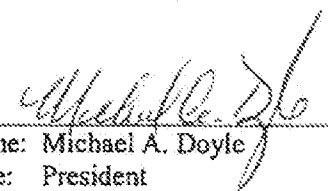
GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[remainder of page intentionally blank; signatures on following pages]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

SIRIUSDECISIONS, INC.,
as Grantor

By:



Name: Michael A. Doyle

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006520 FRAME: 0370

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Name: Amy U. Lessner
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006520 FRAME: 0371

**SCHEDULE A
TRADEMARKS**

<u>MARK</u>	<u>REG. (APP.) NO.</u>	<u>REG. (APP.) DATE</u>	<u>OWNER</u>
EXECUTIVE EDGE: CMO	4250177	11/27/2012	SiriusDecisions, Inc.
SIRIUSDECISIONS	4253683	12/4/2012	SiriusDecisions, Inc.
SIRIUSDECISIONS	4254019	12/4/2012	SiriusDecisions, Inc.
SIRIUSPERSPECTIVES	4254020	12/4/2012	SiriusDecisions, Inc.
DEMAND WATERFALL	4558772	7/1/2014	SiriusDecisions, Inc.
SIRIUSINDEX	4809044	9/8/2015	SiriusDecisions, Inc.
SIRIUSDECISIONS & Design	4822953	9/29/2015	SiriusDecisions, Inc.
SIRIUSDECISIONS INTELLIGENT GROWTH & Design	4837447	10/20/2015	SiriusDecisions, Inc.
SIRIUSINDEX	4867230	12/8/2015	SiriusDecisions, Inc.
SIRIUSPERSPECTIVES	4867232	12/8/2015	SiriusDecisions, Inc.
SIRIUSDECISIONS & Design	4886105	1/12/2016	SiriusDecisions, Inc.
SIRIUSDECISIONS	4886107	1/12/2016	SiriusDecisions, Inc.
MESSAGING NAUTILUS	4947018	4/26/2016	SiriusDecisions, Inc.
SIRIUSDECISIONS INTELLIGENT GROWTH & Design	4963125	5/24/2016	SiriusDecisions, Inc.
SIRIUSDECISIONS INTELLIGENT GROWTH	4963129	5/24/2016	SiriusDecisions, Inc.
SIRIUSPATHWAYS	4990011	6/28/2016	SiriusDecisions, Inc.
SIRIUSEVENTS	5027340	8/23/2016	SiriusDecisions, Inc.
SIRIUSDECISIONS MARKETPLACE	5069952	10/25/2016	SiriusDecisions, Inc.
SIRIUSTOOLS	5124586	1/17/2017	SiriusDecisions, Inc.
SIRIUSFOUNDATIONS	5257079	8/1/2017	SiriusDecisions, Inc.
SIRIUSDECISIONS COMMAND CENTER	5558699	9/11/2018	SiriusDecisions, Inc.

EXCLUSIVE IN-LICENSES

None.