

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORRESTER RESEARCH, 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: 11			
Property Type	Number	Word Mark	
Registration Number:	2160613	TECHNOGRAPHICS	
Registration Number:	2200967	FORRESTER	
Registration Number:	2200972	FORRESTER	
Registration Number:	2268129	TECHNOGRAPHICS	
Registration Number:	2355648	TECHNOGRAPHICS	
Registration Number:	3717836	FORRESTER	
Registration Number:	3717837	FORRESTER	
Registration Number:	4850307	CX INDEX	
Registration Number:	5453684	TAP	
Serial Number:	87862571	FORRESTER	
Serial Number:	88207706	SMILEY BOX	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212) 455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	GENEVIEVE DORMENT, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		

CH \$290.00 2160613

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 FORRESTER RESEARCH, INC., a Delaware corporation, located at 60 Acorn Park Drive, Cambridge, Massachusetts 02140 (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 Grantor, 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 Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain subsidiaries of the Grantor 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");

(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.

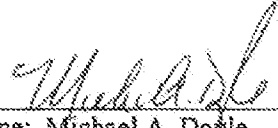
GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[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.

FORRESTER RESEARCH, INC.,
as Grantor


By:


Name: Michael A. Doyle
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006520 FRAME: 0385

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

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

**SCHEDULE A
TRADEMARKS**

<u>MARK</u>	<u>REG. (APP.) NO.</u>	<u>REG. (APP.) DATE</u>	<u>OWNER</u>
TECHNOGRAPHICS	2160613	5/26/1998	Forrester Research, Inc.
FORRESTER	2200967	11/3/1998	Forrester Research, Inc.
FORRESTER	2200972	11/3/1998	Forrester Research, Inc.
TECHNOGRAPHICS	2268129	8/10/1999	Forrester Research, Inc.
TECHNOGRAPHICS	2355648	6/6/2000	Forrester Research, Inc.
FORRESTER	3717836	12/1/2009	Forrester Research, Inc.
FORRESTER & Design	3717837	12/1/2009	Forrester Research, Inc.
CX INDEX & Design	4850307	11/10/2015	Forrester Research, Inc.
TAP & Design	5453684	4/24/2018	Forrester Research, Inc.
FORRESTER	(87862571)	(4/4/2018)	Forrester Research, Inc.
SMILEY BOX	(88207706)	(11/27/2018)	Forrester Research, Inc.

EXCLUSIVE IN-LICENSES

None.