

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Research Horizons LLC		08/02/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	437 Madison Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3520514	ADPI	
Registration Number:	3520515	BRANDPI	
Registration Number:	3682819	DIGITAL DIMENSIONS	
Registration Number:	4096270	INTELLIVIEW	
Registration Number:	4784097	MARKETTHINK	
Registration Number:	5023827	POPREWARDS	
Registration Number:	5023825	POPREWARDS	
Registration Number:	2888099	REWARDTV	
Registration Number:	3520212	VIRTUAL MAILBOX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6174821776		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A. Mordas		

OP \$240.00 3520514

SIGNATURE:	/Stacey A. Mordas/
DATE SIGNED:	08/02/2019
Total Attachments: 5 source=07. Citizens - Research Horizons - Trademark Security Agreement (EXECUTION) 4849-5851-1262 v.1#page1.tif source=07. Citizens - Research Horizons - Trademark Security Agreement (EXECUTION) 4849-5851-1262 v.1#page2.tif source=07. Citizens - Research Horizons - Trademark Security Agreement (EXECUTION) 4849-5851-1262 v.1#page3.tif source=07. Citizens - Research Horizons - Trademark Security Agreement (EXECUTION) 4849-5851-1262 v.1#page4.tif source=07. Citizens - Research Horizons - Trademark Security Agreement (EXECUTION) 4849-5851-1262 v.1#page5.tif	

TRADEMARK SECURITY AGREEMENT

WHEREAS, Research Horizons LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to that certain Security and Pledge Agreement dated as of August 2, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor and **Citizens Bank, N.A.** (the “**Lender**”), pursuant to which the Grantor granted a security interest to the Lender in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Lender pursuant to the Security Agreement, Grantor hereby grants to the Lender a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all Trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles, uniform resource locations (URL’s), domain names, and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto), all registrations and rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 of the Security Agreement attach to any

“intent-to-use” trademark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), 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, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 2 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

RESEARCH HORIZONS LLC


By: 

Name: Allen R. DeCotiis

Title: Chief Executive Officer

Accepted and Agreed:

CITIZENS BANK, N.A.,
as the Lender


By: 
Name: Jamie Salas
Title: Senior Vice President

{Signature Page to Trademark Security Agreement (Citizens/Research Horizons)}

TRADEMARK
REEL: 006711 FRAME: 0312

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark Name	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)
ADPI	Research Horizons LLC	3520514	10/21/2008
BRANDPI	Research Horizons LLC	3520515	10/21/2008
DIGITAL DIMENSIONS	Research Horizons LLC	3682819	09/15/2009
INTELLIVIEW	Research Horizons LLC	4096270	02/07/2012
MARKETTHINK	Research Horizons LLC	4784097	08/04/2015
POPREWARDS	Research Horizons LLC	5023827	08/16/2016
popREWARDS & Design 	Research Horizons LLC	5023825	08/16/2016
REWARDTV	Research Horizons LLC	2888099	09/28/2004
VIRTUAL MAILBOX	Research Horizons LLC	3520212	10/21/2008