

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4042277

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 1 |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| J.D. POWER AND ASSOCIATES | 09/07/2016 |
| RECEIVING PARTY DATA | |
| Name: | CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH |
| Street Address: | ELEVEN MADISON AVENUE |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 13953233 |
| Application Number: | 13366489 |
| CORRESPONDENCE DATA | |
| Fax Number: | (212)303-7064 |
| <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: | 212.318.6824 |
| Email: | christinedionne@paulhastings.com |
| Correspondent Name: | CHRISTINE DIONNE C/O PAUL HASTINGS LLP |
| Address Line 1: | 200 PARK AVENUE |
| Address Line 2: | 28TH FLOOR |
| Address Line 4: | NEW YORK, NEW YORK 10166 |
| ATTORNEY DOCKET NUMBER: | 79751.00007 (FIRST LIEN) |
| NAME OF SUBMITTER: | CHRISTINE DIONNE |
| SIGNATURE: | /CHRISTINE DIONNE/ |
| DATE SIGNED: | 09/08/2016 |
| Total Attachments: 6 | |
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of September 7, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by J.D. Power and Associates, a Delaware corporation (the “**Grantor**”), in favor of Credit Suisse AG, Cayman Islands Branch, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Jefferson Holdco Inc., a Delaware corporation, prior to the consummation of the Merger, Jefferson Bidco Inc., a Delaware corporation (the “**Initial Borrower**”), from and after the consummation of the Merger, J.D. Power and Associates, the Subsidiary Guarantors party thereto from time to time, the Administrative Agent, and each lender from time to time party thereto (collectively, the “**Lenders**” and, individually, a “**Lender**”) have entered into that certain First Lien Credit and Guaranty Agreement, dated as of September 7, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, the Grantor is party to a First Lien Pledge and Security Agreement, dated as of September 7, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable. In the case of a conflict, terms defined in the Security Agreement shall control.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title or interest in or to any and all of the following assets and properties 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 “**Patent Collateral**”); *provided* that the Patent Collateral shall not include any Excluded Assets:

- (i) all Patents, including but not limited to those U.S. Patents listed on Schedule A hereto,
- (ii) renewals, extensions and continuations thereof,
- (iii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements or violations thereof, and

(iv) rights to sue for past, present or future infringements or violations thereof, in each case whether such Patent is owned or licensed.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

SECTION 4. RECORDATION

THE GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE UNITED STATES PATENT AND TRADEMARK OFFICE RECORD THIS PATENT SECURITY AGREEMENT.

SECTION 5. TERMINATION, RELEASE OR SUBORDINATION

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be automatically released upon termination of the Commitments and payment in full of all Secured Obligations and the expiration or termination of all Letters of Credit (other than, in each case, (i) contingent indemnification obligations as to which no claim has been asserted, (ii) Cash Management Obligations, (iii) obligations pursuant to Specified Swap Agreements and (iv) the outstanding amount of the L/C Obligations related to Letters of Credit that have been Collateralized, back-stopped by a letter of credit reasonably satisfactory to the applicable Issuing Lender or deemed reissued under another agreement reasonably acceptable to the applicable Issuing Lender).

Upon any Disposition of Patent Collateral that is permitted under and in accordance with the terms of the Credit Agreement (other than a sale or transfer to another Loan Party), or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Patent Collateral pursuant to Section 13.11 of the Credit Agreement, the security interest and any liens granted herein to the Administrative Agent in such Patent Collateral shall be automatically released.

The security interest and any liens granted herein to the Administrative Agent in any Patent Collateral shall be subordinated to another lien permitted by Section 9.7 of the Credit Agreement to be senior to the liens securing the Secured Obligations, in accordance with the terms of Section 12.10(b) of the Credit Agreement, upon an election by the Administrative Agent to subordinate such security interest.

In connection with any termination, release or subordination pursuant to this Section 5, the Administrative Agent shall execute and deliver to the Grantor, at the Grantor's expense, all documents that the Grantor shall reasonably request to evidence such termination or release and shall perform such other actions reasonably requested by the Grantor to effect such release, including delivery of documentation evidencing the release of the applicable Patent Collateral in a form appropriate for recordation in the United States Patent and Trademark Office.

SECTION 6. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; ETC.

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

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY BUT EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

The terms of Sections 6.08(a) and 6.08(c) of the Security Agreement with respect to submission of jurisdiction, venue and service of process are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

SECTION 7. COUNTERPARTS

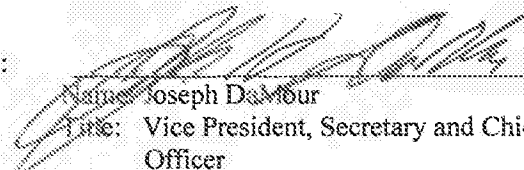
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[Remainder of page 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.

J.D. POWER AND ASSOCIATES,
as Grantor

By:



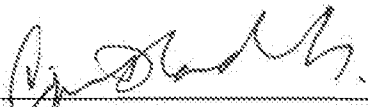
Joseph D'Amour

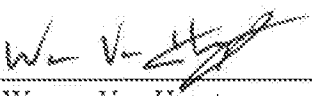
Title: Vice President, Secretary and Chief Financial
Officer

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 039671 FRAME: 0009

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Administrative Agent

By: 
Name: Vipul Dhadha
Title: Authorized Signatory

By: 
Name: Warren Van Heyst
Title: Authorized Signatory

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

| Title | Country | Patent No. / Date | App. No. / Filed | Owner | Status |
|---|----------------|------------------------------|-----------------------------|---------------------------------|---------------|
| PRIVACY PRESERVING METHOD FOR SUMMARIZING USER DATA | US | 9,189,650 Nov. 17, 2015 | 13/953,233 July 29, 2013 | J.D. Power and Associates | Granted |
| DUAL BLIND METHOD AND SYSTEM FOR ATTRIBUTING ACTIVITY TO A USER | US | 9,037,637 May 19, 2015 | 13/366,489 Feb. 6, 2012 | J.D. Power and Associates | Granted |

[Schedule A to First Lien Patent Security Agreement]