

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4858145

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
JPMORGAN CHASE BANK, N.A.	02/09/2018
RECEIVING PARTY DATA	
Name:	GARTNER, INC.
Street Address:	56 TOP GALLANT ROAD
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06902
Name:	CEB INC.
Street Address:	C/O GARTNER, INC.
Internal Address:	56 TOP GALLANT ROAD
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06902
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14835137
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<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) 455-3526
Email:	ksolomon@stblaw.com
Correspondent Name:	KATE STEIN, 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:	509265/2027
NAME OF SUBMITTER:	KATE STEIN
SIGNATURE:	/KS/

DATE SIGNED:	03/08/2018
Total Attachments: 4 source=Gartner Release (Executed)#page1.tif source=Gartner Release (Executed)#page2.tif source=Gartner Release (Executed)#page3.tif source=Gartner Release (Executed)#page4.tif	

This RELEASE OF SECURITY INTEREST IN PATENTS (this “Release”), dated as of February 9, 2018 (the “Effective Date”), by JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”) in favor of Gartner, Inc. (“Gartner” or a “Grantor”) and CEB, Inc. (“CEB” or a “Grantor”).

WHEREAS, pursuant to (a) the Credit Agreement, dated as of June 17, 2016, among Gartner, the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), the Co-Syndication Agents, the Co-Documentation Agents and the Administrative Agent, as amended by the First Amendment, dated as of January 20, 2017, among Gartner, each other Loan Party party thereto, the Lenders party thereto and the Administrative Agent, as further amended by the Second Amendment, dated as of March 20, 2017, among Gartner, each other Loan Party party thereto, the Lenders party thereto and the Administrative Agent (as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), (b) the Guarantee and Collateral Agreement, dated as of June 17, 2016 (as amended, supplemented and restated or replaced from time to time, the “Collateral Agreement”), among Gartner, certain of its Subsidiaries and the Administrative Agent; and (c) the Assumption Agreement, dated as of April 5, 2017 (the “Assumption Agreement”), made by CEB, CXO Acquisition Co. and Evanta Ventures, Inc., in favor of the Administrative Agent, the Administrative Agent and the Grantors entered into that certain Patent Security Agreement, dated as of April 5, 2017 (the “Patent Security Agreement”), which granted a security interest in certain specifically identified patent collateral, and was recorded with the United States Patent and Trademark Office on April 21, 2017 at Reel / Frame 042092 / 0069;

WHEREAS, the Patent application for Customizable Machine Learning Models listed on Schedule A attached hereto (the “Released Patent”) was included among the patents in the applicable schedule to the Patent Security Agreement;

WHEREAS, the Released Patent is being conveyed by Grantor to a Subsidiary which is not a Subsidiary Guarantor; and

WHEREAS, in accordance with the terms set forth in the Credit Agreement and Collateral Agreement, the Administrative Agent, now desires to terminate and release its security interest in the Released Patent.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby states as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable.

SECTION 2. Release of Security Interest. The Administrative Agent, without representation or warranty of any kind, hereby terminates, releases and discharges, without recourse or warranty, its lien on and security interest in and to all of the right, title and interest of the Administrative Agent in, to and under the Grantors’ Released Patent.

SECTION 3. Authorization. The Administrative Agent hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office to record this Release.

SECTION 4. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated by this Release.

SECTION 5. General Provisions.

- a. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
- b. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.
- c. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

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

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: D. Scott Farquhar

Title: Executive Director

SCHEDULE A

Patent Application

Registered Owner	Title	Application No.
CEB Inc.	Customizable Machine Learning Models	14/835137