

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5261060

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
INFORMATION RESOURCES, INC.	11/30/2018

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, AS ADMINISTRATIVE AGENT
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 24

Property Type	Number
Patent Number:	7873529
Patent Number:	8589208
Patent Number:	9317861
Patent Number:	7949639
Patent Number:	9390158
Patent Number:	8160984
Patent Number:	9262503
Patent Number:	9466063
Patent Number:	8781877
Patent Number:	8489532
Patent Number:	8719266
Patent Number:	8504598
Application Number:	15083817
Application Number:	12021227
Application Number:	12022667
Patent Number:	9928476
Patent Number:	9606700
Application Number:	14050427
Patent Number:	9785910

PATENT

Property Type	Number
Patent Number:	9767431
Application Number:	14330427
Application Number:	15042459
Patent Number:	10019428
Application Number:	12021268

CORRESPONDENCE DATA

Fax Number: (213)891-8763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	038507-0731
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	11/30/2018

Total Attachments: 8

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SECOND LIEN PATENT SECURITY AGREEMENT

This **SECOND LIEN PATENT SECURITY AGREEMENT**, dated as of November 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by the entity identified as the grantor on the signature pages hereto (the “**Grantor**”) in favor of Jefferies Finance LLC as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of November 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, 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 are 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 Security Agreement and used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Guarantor, the Secured Obligations of the Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all 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 letters patent of the United States in or to which the Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, improvements or extensions thereof, and the inventions claimed therein, including the right to exclude others from making, using and/or selling the inventions claimed therein,
- (ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

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 USPTO record this Patent Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the termination of the Aggregate Commitments and the payment in full of all Secured Obligations (other than contingent obligations as to which no claim has been asserted). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

SECTION 6. GOVERNING LAW

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

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.

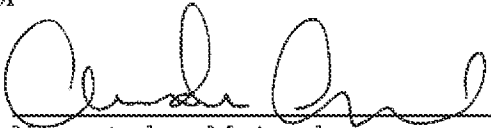
SECTION 8. INTERCREDITOR AGREEMENT

Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder, will be subject in all respects to the provisions of the First-Second Lien Intercreditor Agreement and any other Intercreditor Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control.

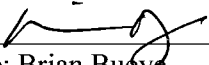
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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INFORMATION RESOURCES, INC., as a
Grantor

By: 
Name: Andrew M. Appel
Title: President & Chief Executive Officer

JEFFERIES FINANCE LLC, as Administrative Agent

By  _____
Name: Brian Buoye
Title: Managing Director

SCHEDULE A
to
SECOND LIEN PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	Status	Application No.	Patent No.	Issue Date	Expiration Date	Juris.	Reg. Owner
SYSTEM AND METHOD FOR ANALYZING AND CORRECTING RETAIL DATA	Issued	10/783,323	7,873,529	Jan 18, 2011	Nov 12, 2027	USA	Information Resources, Inc.
DATA INTEGRATION AND ANALYSIS	Issued	13/299,743	8,589,208	Nov 19, 2013	Nov 18, 2031	USA	Information Resources, Inc.
VIEW-INDEPENDENT ANNOTATION OF COMMERCIAL DATA	Issued	13/435,108	9,317,861	Apr 19, 2016	Apr 6, 2033	USA	Information Resources, Inc.
ATTRIBUTE SEGMENTS AND DATA TABLE BIAS REDUCTION	Issued	12/021,495	7,949,639	May 24, 2011	Apr 17, 2025	USA	Information Resources, Inc.
DIMENSIONAL COMPRESSION USING AN ANALYTIC PLATFORM	Issued	12/023,283	9,390,158	Jul 12, 2016	Feb 10, 2030	USA	Information Resources, Inc.
SIMILARITY MATCHING OF A COMPETITOR'S PRODUCTS	Issued	12/023,305	8,160,984	Apr 17, 2012	Apr 21, 2029	USA	Information Resources, Inc.
SIMILARITY MATCHING OF PRODUCTS BASED ON MULTIPLE CLASSIFICATION SCHEMES	Issued	12/023,310	9,262,503	Feb 16, 2016	Feb 14, 2029	USA	Information Resources, Inc.

Title	Status	Application No.	Patent No.	Issue Date	Expiration Date	Juris.	Reg. Owner
CLUSTER PROCESSING OF AN AGGREGATED DATASET	Issued	13/028,022	9,466,063	Oct 11, 2016	Feb 21, 2030	USA	Information Resources, Inc.
DATA INTEGRATION AND ANALYSIS	Issued	13/408,743	8,781,877	Jul 15, 2014	Apr 21, 2032	USA	Information Resources, Inc.
SIMILARITY MATCHING OF A COMPETITOR'S PRODUCTS	Issued	13/418,518	8,489,532	Jul 16, 2013	Jan 28, 2028	USA	Information Resources, Inc.
DATA PERTURBATION OF NON-UNIQUE VALUES	Issued	13/947,216	8,719,266	May 6, 2014	Jan 28, 2028	USA	Information Resources, Inc.
DATA PERTURBATION OF NON-UNIQUE VALUES	Issued	12/020,740	8504598	Aug 6, 2013	May 29, 2028	USA	Information Resources, Inc.
EVALUATING IMPACT OF IN-STORE DISPLAYS ON SHOPPING BEHAVIOR	Published	15/083,817				USA	Information Resources, Inc.
BIAS REDUCTION USING DATA FUSION OF HOUSEHOLD PANEL DATA AND TRANSACTION DATA	Published	12/021,227				USA	Information Resources, Inc.

Title	Status	Application No.	Patent No.	Issue Date	Expiration Date	Juris.	Reg. Owner
CUSTOMIZED RETAILER PORTAL WITHIN AN ANALYTIC PLATFORM	Published	12/022,667				USA	Information Resources, Inc.
PRODUCT INFORMATION MANAGEMENT	Issued	13/597,734	9928476	March 27, 2018		USA	Information Resources, Inc.
SELECTION OF HIERARCHICALLY ORGANIZED ITEMS	Issued	13/791,417	9606700	March 28, 2017		USA	Information Resources, Inc.
ONLINE CAMPAIGN MANAGEMENT	Published	14/050,427				USA	Information Resources, Inc.
VIRTUAL PRODUCT HIERARCHIES	Issued	14/093,950	9785910	October 10, 2017		USA	Information Resources, Inc.
VIRTUAL PRODUCT HIERARCHIES	Issued	14/138,453	9767431	September 19, 2017		USA	Information Resources, Inc.
DATA INTEGRATION AND ANALYSIS	Published	14/330,427				USA	Information Resources, Inc.
SIMILARITY MATCHING OF PRODUCTS BASED ON MULTIPLE CLASSIFICATION SCHEMES	Published	15/042,459				USA	Information Resources, Inc.

Title	Status	Application No.	Patent No.	Issue Date	Expiration Date	Juris.	Reg. Owner
CONTEXT-DEPENDENT ANNOTATIONS TO DATABASE VIEWS	Issued	15/098,545	10019428	July 10, 2018		USA	Information Resources, Inc.
CROSS-CATEGORY VIEW OF A DATASET USING AN ANALYTIC PLATFORM	Published	12/021,268				USA	Information Resources, Inc.