

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Institutional Shareholder Services Inc		01/11/2007	CORPORATION: DELAWARE
RiskMetrics Group, Inc.		01/11/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2640990	BUILDING FINANCIAL CONFIDENCE
Registration Number:	2552914	CORPORATEMETRICS
Registration Number:	2291630	CREDITMANAGER
Registration Number:	2114801	CREDITMETRICS
Registration Number:	2628554	DATAMETRICS
Registration Number:	2674696	GET A RISKGRADE
Registration Number:	2572271	RISKGRADE
Registration Number:	2557466	RISKGRADES
Registration Number:	2018866	RISKMETRICS
Registration Number:	2695223	
Registration Number:	2644381	WEALTHBENCH
Registration Number:	3069907	ENABLING THE BUSINESS OF CORPORATE GOVERNANCE
Registration Number:	3064581	VOTING ANALYTICS

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Registration Number:	3081217	GOVERNANCE ANALYTICS
Registration Number:	2762403	CGQ
Registration Number:	2664920	PVS
Registration Number:	2313440	PROXY MONITOR
Registration Number:	2216516	PVS
Registration Number:	2218981	TAFT-HARTLEY PROXY VOTER ALERT
Serial Number:	78750549	CREDITMANAGER

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC #719002
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	01/19/2007

Total Attachments: 5
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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of January 11, 2007, by INSTITUTIONAL SHAREHOLDER SERVICES INC. and RISKMETRICS GROUP, INC., (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date herewith (the "Second Lien Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Second Lien Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien 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 Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Second Lien Security Agreement, the Collateral Agent shall execute, acknowl-

edge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.


SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature page follows]

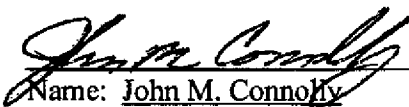
IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

RISKMETRICS GROUP, INC.,

By: 
Name: M. Ethan Berman
Title: Chief Executive Officer

INSTITUTIONAL SHAREHOLDER SERVICES,
INC.

By: 
Name: John M. Connolly
Title: President

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003465 FRAME: 0237

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Robert Klawinski
Name: Robert Klawinski
Title: Senior Vice President

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003465 FRAME: 0238

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS & TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
RiskMetrics Group, Inc.	2,640,990	BUILDING FINANCIAL CONFIDENCE
RiskMetrics Group, Inc.	2,552,914	CORPORATEMETRICS
RiskMetrics Group, Inc.	2,291,630	CREDITMANAGER
RiskMetrics Group, Inc.	2,114,801	CREDITMETRICS
RiskMetrics Group, Inc.	2,628,554	DATAMETRICS
RiskMetrics Group, Inc.	2,674,696	GET A RISKGRADE
RiskMetrics Group, Inc.	2,572,271	RISKGRADE
RiskMetrics Group, Inc.	2,557,466	RISKGRADES
RiskMetrics Group, Inc.	2,018,866	RISKMETRICS
RiskMetrics Group, Inc.	2,695,223	DESIGN ONLY
RiskMetrics Group, Inc.	2,644,381	WEALTHBENCH
Institutional Shareholder Services Inc.	3,069,907	ENABLING THE BUSINESS OF CORPORATE GOVERNANCE (& STYLIZED)
Institutional Shareholder Services Inc.	3,064,581	VOTING ANALYTICS (& STYLIZED)
Institutional Shareholder Services Inc.	3,081,217	GOVERNANCE ANALYTICS (& STYLIZED)
Institutional Shareholder Services Inc.	2,762,403	CGQ
Institutional Shareholder Services Inc.	2,664,920	PVS
Institutional Shareholder Services Inc.	2,313,440	PROXY MONITOR
Institutional Shareholder Services Inc.	2,216,516	PVS
Institutional Shareholder Services Inc.	2,218,981	TAFT-HARTLEY PROXY VOTER ALERT

Trademark Applications

OWNER	REGISTRATION NUMBER	TRADEMARK
RiskMetrics Group, Inc.	78/750,549	CREDITMANAGER