

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303387

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INSTITUTIONAL SHAREHOLDER SERVICES INC.		04/30/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	201 MERRITT 7		
<b>City:</b>	NORWALK		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06851		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2762403	CGQ	
<b>Registration Number:</b>	3081217	GOVERNANCE ANALYTICS	
<b>Registration Number:</b>	3589294	GOVERNANCE EXCHANGE	
<b>Registration Number:</b>	3584058	M&A EDGE	
<b>Registration Number:</b>	3374678	QUICKSCORE	
<b>Registration Number:</b>	4213275	VOTING ANALYTICS	
<b>Registration Number:</b>	3064581	VOTING ANALYTICS	
<b>Serial Number:</b>	86226692	QUICKSCORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	025646-0752		
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA		
<b>TRADEMARK</b>			

OP \$215.00 2762403

<b>SIGNATURE:</b>	/KJA/
<b>DATE SIGNED:</b>	05/02/2014
<b>Total Attachments: 5</b> source=Huckleberry - Second Lien Trademark Security Agreement (Executed)#page1.tif source=Huckleberry - Second Lien Trademark Security Agreement (Executed)#page2.tif source=Huckleberry - Second Lien Trademark Security Agreement (Executed)#page3.tif source=Huckleberry - Second Lien Trademark Security Agreement (Executed)#page4.tif source=Huckleberry - Second Lien Trademark Security Agreement (Executed)#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of April 30, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of the date hereof, in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(s) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

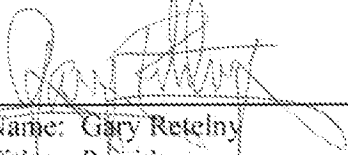
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to or in connection with this Trademark Security Agreement, the terms of this Trademark Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among General Electric Capital Corporation, as the First Lien Agent (as defined in the Intercreditor Agreement), and General Electric Capital Corporation, as Second Lien Agent (as defined in the Intercreditor Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall control.

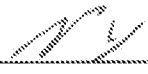
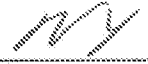
[SIGNATURE PAGES FOLLOW]

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

INSTITUTIONAL SHAREHOLDER SERVICES INC., as Grantor

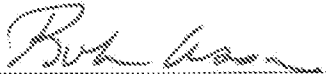
By:   
Name: Gary Retelny  
Title: President

ACKNOWLEDGMENT OF GRANTOR

State of  )  
County of  )

ss.

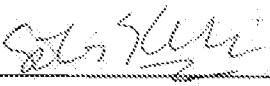
On this 30<sup>th</sup> day of April, 2014 before me personally appeared Gary Retelny, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Institutional Shareholder Services Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

ROBIN ASSA  
NOTARY PUBLIC, State of New York  
No. 01436106570  
Qualified in Kings County  
Commission Expires May 21, 2016

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By:   
Name: Sobia Khaliq  
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005272 FRAME: 0812**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Country	Trademark	Date Filed	Serial #	Reg. Date	Reg. #	Record Owner
United States	CGQ	6/20/2001	76/274024	9/9/2003	2762403	Institutional Shareholder Services Inc.
United States	GOVERNANCE ANALYTICS	5/28/2004	76/594796	4/18/2006	3081217	Institutional Shareholder Services Inc.
United States	GOVERNANCE EXCHANGE	8/22/2007	77/261398	3/10/2009	3589294	Institutional Shareholder Services Inc.
United States	M&A EDGE	8/6/2007	77/247877	3/3/2009	3584058	Institutional Shareholder Services Inc.
United States	QUICKSCORE	9/29/2006	76/666807	1/29/2008	3374678	Institutional Shareholder Services Inc.
United States	VOTING ANALYTICS	1/26/2012	85/525631	9/25/2012	4213275	Institutional Shareholder Services Inc.
United States	VOTING ANALYTICS	12/20/2004	76/624652	2/28/2006	3064581	Institutional Shareholder Services Inc.

2. TRADEMARK APPLICATIONS

Country	Trademark	Date Filed	Serial #	Reg. Date	Reg. #	Record Owner
United States	QUICKSCORE	3/20/2014	86/226692	N/A	N/A	Institutional Shareholder Services Inc.