

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARKET METRICS, LLC		07/01/2016	Limited Liability Company: MASSACHUSETTS
ASSET INTERNATIONAL, INC.		07/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4740285	SIMFUND RETIREMENT	
Registration Number:	4918733	CHIEF INVESTMENT OFFICER	
Registration Number:	4871615	529 DASH	
Registration Number:	2201793	FUND FILING	
Registration Number:	2227681	MARKET METRICS	
CORRESPONDENCE DATA			
Fax Number:	2164798386		
<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:	2164798386		
Email:	rebecca.gallagher@squirepb.com		
Correspondent Name:	Steven M. Auvil		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	423714.00146		
NAME OF SUBMITTER:	Steven M. Auvil		
SIGNATURE:	/s/ Steven M. Auvil		

OP \$140.00 4740285

DATE SIGNED:	07/01/2016
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of July 1, 2016, by **MARKET METRICS, LLC**, a Massachusetts limited liability company, (“**Market Metrics**”), and **ASSET INTERNATIONAL, INC.**, a Delaware corporation (“**Company**”) (together with Market Metrics, the “**Grantors**” and each a “**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Collateral Agent (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Third Amended and Restated Credit and Guaranty Agreement, dated as of July 1, 2016, by and among the GC Atlas Holdings, Inc., a Delaware corporation, Company, certain Subsidiaries of Company party thereto from time to time, Agent, as Administrative Agent, Collateral Agent, Lead Arranger and Swingline Lender, and the Lenders party thereto from time to time (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend certain amounts to the Company (the “**Loan**”); and

WHEREAS, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Credit Agreement that the Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of each Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), each Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Pledge and Security Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the “**IP Collateral**”):

(a) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule A attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(b) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(c) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(d) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(e) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and indefeasibly (other than unasserted contingent indemnity obligations) and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Pledge and Security Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this IP Security Agreement as of the date first set forth above:

ASSET INTERNATIONAL, INC.

By:
Name: Joel Mandelbaum
Title: Chief Executive Officer

MARKET METRICS, LLC

By:
Name: Joel Mandelbaum
Title: Chief Executive Officer

SCHEDULE A

TRADEMARK COLLATERAL

Grantor	Trademark	Country	Filing Date	Serial / Registration Number
Asset International, Inc.	SIMFUND RETIREMENT	USA	5/19/15	4740285
Asset International, Inc.	 The logo features the words "chief investment officer" in a stylized, bold, lowercase font. "chief" is smaller and positioned above "investment". Below "investment" is the tagline "for the world's largest asset owners" in a smaller font, and "officer" is positioned to the right of "investment".	USA	3/15/16	4918733
Asset International, Inc.	529 DASH	USA	12/15/15	4871615
Asset International, Inc.	FUND FILING	USA	11/3/1998	2201793
Asset International, Inc.	AI CIO	Canada	10/18/13	TMA862908
Asset International, Inc.	SIMFUND FILING	Canada	4/14/14	TMA875612
Asset International, Inc.	SIMFUND DASH	Canada	4/14/14	TMA875611
Market Metrics, Inc.	 The logo consists of the words "MARKET METRICS" in a bold, uppercase, sans-serif font. The letters have a textured, blocky appearance.	USA	3/2/99	2227681
Asset International, Inc.	SIMFUND RETIREMENT	Canada	2/24/14	Pending (1665154)
Asset International, Inc.	 The logo features the words "chief investment officer" in a stylized, bold, lowercase font. "chief" is smaller and positioned above "investment". Below "investment" is the tagline "for the world's largest asset owners" in a smaller font, and "officer" is positioned to the right of "investment".	Canada	7/14/2014	Pending (1685123}