

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mathematica Policy Research, Inc.		06/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1655822	MATHEMATICA	
CORRESPONDENCE DATA			
Fax Number:	3122633600		
<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:	3122633600		
Email:	maureen.drews@hkllaw.com		
Correspondent Name:	Renee P. Lewis		
Address Line 1:	Holland & Knight, 131 S. Dearborn St., 3		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Renee P. Lewis		
SIGNATURE:	/Renee P. Lewis/		
DATE SIGNED:	07/11/2016		
Total Attachments: 6			
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OP \$40.00 1655822

**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

THIS SECURITY INTEREST GRANT INTELLECTUAL PROPERTY (this "Grant"), is made as of June 15, 2016 by Mathematica, Inc., a Delaware corporation, and Mathematica Policy Research, Inc., a Delaware corporation (each a "Grantor", and collectively, the "Grantors"), in favor of PNC Bank, National Association, whose address is Two Tower Center Boulevard East Brunswick, NJ 08816 (the "Lender" and the "Grantee").

WHEREAS, the Grantors and Lender have entered into a Revolving Credit Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, respectively the "Credit Agreement"; all capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, substantially all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below); and

WHEREAS, the Grantors have adopted, used and are using, and hold all right, title and interest in various intangible assets, including the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby grants to the Lender for its benefit a security interest in all of said Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"):

(A) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Intellectual Property Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Grant shall be construed in accordance with and governed by the laws of the State of New Jersey applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of this Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Grant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Grant.

(Signature Page Follows)

IN WITNESS WHEREOF, each Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its respective officer, as of the date first set forth above.

GRANTORS:

Mathematica, Inc., a Delaware corporation

By: Alison Barger

Name: Alison Barger

Its: Senior Vice President and Chief Financial Officer

Mathematica Policy Research, Inc., a Delaware corporation

By: Alison Barger

Name: Alison Barger

Its: Senior Vice President and Chief Financial Officer

Signature Page to Security Interest Grant Intellectual Property

SCHEDULE A
PATENTS

<u>Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
	NONE			

SCHEDULE B
TRADEMARKS/SERVICE MARKS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No</u>	<u>Reg. Date</u>
Mathematica Policy Research, Inc.	MATHEMATICA	U.S.	1655822	September 3, 1991

SCHEDULE C
COPYRIGHTS

<u>Copyright</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>	<u>Owner</u>
None.				