

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418638

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BRIGHTSCOPE, INC.		12/01/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		
<b>Street Address:</b>	6011 Connection Drive		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3624571	BRIGHTSCOPE	
<b>Registration Number:</b>	4361015	DATA EXCITES ME.	
<b>Registration Number:</b>	4501229	DATA EXCITES US.	
<b>Registration Number:</b>	4213516	BETTER FINANCIAL DATA. BETTER DECISIONS.	
<b>Registration Number:</b>	4102981	BRIGHTSCOPE BEACON	
<b>Registration Number:</b>	4003777	DATA. DILIGENCE. DECISIONS.	
<b>Registration Number:</b>	4042883	BRIGHTSCOPE SPYGLASS	
<b>Registration Number:</b>	3733886	BRIGHTSCOPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2164798386		
<b>Email:</b>	rebecca.gallagher@squirepb.com		
<b>Correspondent Name:</b>	Steven M. Auvil		
<b>Address Line 1:</b>	Squire Patton Boggs (US) LLP		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Steven M. Auvil		
<b>SIGNATURE:</b>	/s/ Steven M. Auvil		

OP \$215.00 3624571

<b>DATE SIGNED:</b>	03/07/2017
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**Total Attachments: 6**

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source=AI\_EXECUTED BrightScope IP Security Agreement#page6.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of December 1, 2016, by **BRIGHTSCOPE, INC.**, a Delaware corporation (“**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 Strategic Insight Intermediate Holdings Inc. (f/k/a GC Atlas Holdings, Inc.), a Delaware corporation, Grantor, Asset International, 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 requirement under the Credit Agreement that the Grantor 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 agree, subject to the terms and conditions set forth therein, to make the Loans pursuant the Credit Agreement, 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 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)), 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 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. 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 Grantor) 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 Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor 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 Grantor 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.

(c) This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without regard to conflict of laws principles.

**[Remainder of Page Intentionally Blank; Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

**BRIGHTSCOPE, INC.**

By:   
Name: Joel Mandelbaum  
Title: President, Chief Executive Officer and Secretary

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006004 FRAME: 0552**

**SCHEDULE A**

**TRADEMARK COLLATERAL**

<b>Grantor</b>	<b>Trademark</b>	<b>Country</b>	<b>Application No. / Application Date</b>	<b>Registration Number / Registration Date</b>
BrightScope, Inc.	BRIGHTSCOPE AND DESIGN	USA	77-567894 9/11/2008	3624571 5/19/2009
BrightScope, Inc.	DATA EXCITES ME.	USA	85-771832 11/05/2012	4361015 7/2/2013
BrightScope, Inc.	DATA EXCITES US.	USA	86-021529 7/26/2013	4501229 3/25/2014
BrightScope, Inc.	BETTER FINANCIAL DATA. BETTER DECISIONS.	USA	85-534545 2/6/2012	4213516 9/25/2012
BrightScope, Inc.	BRIGHTSCOPE BEACON	USA	85-112660 8/20/2010	4102981 2/21/2012
BrightScope, Inc.	DATA. DILIGENCE. DECISIONS.	USA	85-081799 7/9/2010	4003777 7/26/2011
BrightScope, Inc.	BRIGHTSCOPE SPYGLASS	USA	85-019241 4/21/2010	4042883 10/18/2011

<b>Grantor</b>	<b>Trademark</b>	<b>Country</b>	<b>Application No. / Application Date</b>	<b>Registration Number / Registration Date</b>
BrightScope, Inc.	BRIGHTSCOPE	USA	77-747829 5/29/2009	3733886 1/5/2010