

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494716

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS
RESUBMIT DOCUMENT ID:	900464578

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as administrative agent		08/31/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CEB, Inc.
Street Address:	1919 North Lynn Street
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22209
Entity Type:	Corporation: DELAWARE
Name:	Evanta Ventures, Inc.
Street Address:	56 Top Gallant Road
Internal Address:	c/o Gartner, Inc.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06904
Entity Type:	Corporation: DELAWARE
Name:	Software Advice, Inc.
Street Address:	56 Top Gallant Road
Internal Address:	c/o Gartner, Inc.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06904
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4832187	CHALLENGER
Registration Number:	4083743	CHALLENGER
Registration Number:	4827937	CHALLENGER
Registration Number:	4998781	EFFORTLESS EXPERIENCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5286721	MOBILIZER
Registration Number:	4117637	CHALLENGER DEVELOPMENT PROGRAM
Registration Number:	4014786	CHALLENGER REP
Registration Number:	4178263	CHALLENGE SELLING
Registration Number:	4130882	CHALLENGE YOURSELF

CORRESPONDENCE DATA

Fax Number: 2122919868

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.

Phone: 2125584229

Email: demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco

Address Line 1: 125 Broad Street

Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER:	021078.00003
NAME OF SUBMITTER:	Raffaele A. DeMarco
SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	10/19/2018

Total Attachments: 4

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This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 31, 2018 (the “Effective Date”), by JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”) in favor of CEB, Inc. (“CEB” or a “Grantor”), Evanta Ventures, Inc. (“Evanta” or a “Grantor”) and Software Advice, Inc. (“Software Advice” or a “Grantor”, collectively with Evanta and CEB, the “Grantors”).

WHEREAS, pursuant to (a) the Credit Agreement, dated as of June 17, 2016, among Gartner, Inc. (“Gartner”), the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), the Co-Syndication Agents, the Co-Documentation Agents and the Administrative Agent, as amended by the First Amendment, dated as of January 20, 2017, among Gartner, each other Loan Party party thereto, the Lenders party thereto and the Administrative Agent, as further amended by the Second Amendment, dated as of March 20, 2017, among Gartner, each other Loan Party party thereto, the Lenders party thereto and the Administrative Agent (as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), (b) the Guarantee and Collateral Agreement, dated as of June 17, 2016 (as amended, supplemented and restated or replaced from time to time, the “Collateral Agreement”), among Gartner, certain of its Subsidiaries and the Administrative Agent; and (c) the Assumption Agreement, dated as of April 5, 2017 (the “Assumption Agreement”), made by CEB, CXO Acquisition Co. and Evanta, in favor of the Administrative Agent, the Administrative Agent and the Grantors entered into that certain Trademark Security Agreement, dated as of April 5, 2017 (the “Trademark Security Agreement”), which granted a security interest in certain specifically identified trademark collateral, and was recorded with the United States Patent and Trademark Office on April 24, 2017 at Reel / Frame 6040 / 0826;

WHEREAS, the trademarks listed on Schedule A attached hereto (the “Released Trademarks”) were included among the trademarks in the applicable schedule to the Trademark Security Agreement;

WHEREAS, the Released Trademarks are being conveyed by Grantors to a Subsidiary which is not a Subsidiary Guarantor; and

WHEREAS, in accordance with the terms set forth in the Credit Agreement and Collateral Agreement, the Administrative Agent, now desires to terminate and release its security interest in the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby states as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable.

SECTION 2. Release of Security Interest. The Administrative Agent, without representation or warranty of any kind, hereby terminates, releases and discharges, without recourse or warranty, its lien on and security interest in and to all of the right, title and interest of the Administrative Agent in, to and under the Grantors’ Released Trademarks. Nothing herein is,

or shall be deemed, a termination, cancellation, release or other modification of Administrative Agent's security interests or liens on any of the Trademark Collateral other than the Released Trademark. Except as to the Released Trademark, the security interests and liens of Administrative Agent in the Trademark Collateral (including all other Trademark Collateral listed on Schedule A to the Trademark Security Agreement) shall continue in full force and effect as if this Release had not been provided.

SECTION 3. Authorization. The Administrative Agent hereby authorizes and requests the Commissioner of Trademarks of the United States Patent and Trademark Office to record this Release.

SECTION 4. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated by this Release.

SECTION 5. General Provisions.

- a. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
- b. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.
- c. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name:

Title:

Alicia T. Schreibstein
Executive Director

[Signature Page to Release of Trademark]

TRADEMARK
REEL: 006461 FRAME: 0469

SCHEDULE A

Registered Owner	Trademark	Registration No. (Application No.)
CEB, Inc.	CHALLENGER	4832187
CEB, Inc.	CHALLENGER	4083743
CEB, Inc.	CHALLENGER	4827937
CEB, Inc.	EFFORTLESS EXPERIENCE	4998781
CEB, Inc.	MOBILIZER	5286721
CEB, Inc.	CHALLENGER DEVELOPMENT PROGRAM	4117637
CEB, Inc.	CHALLENGER REP	4014786
CEB, Inc.	CHALLENGE SELLING	4178263
CEB, Inc.	CHALLENGE YOURSELF	4130882