

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GERSON LEHRMAN GROUP, INC.		03/19/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3768100	FIND ENGAGE MANAGE	
Registration Number:	3556349	FIND ENGAGE MANAGE	
Registration Number:	4549171	GERSON LEHRMAN GROUP	
Registration Number:	3188903	GERSON LEHRMAN GROUP	
Registration Number:	3188901	GERSON LEHRMAN GROUP	
Registration Number:	2999751	GERSON LEHRMAN GROUP	
Registration Number:	2999742	GERSON LEHRMAN GROUP	
Registration Number:	4057988	INTELLIGENTLY CONNECTING INSTITUTIONS AN	
Registration Number:	3624881	THE EXPERT NETWORK	
Serial Number:	86368981	GLG	
Serial Number:	85312019	GLG RESEARCH	
Serial Number:	86070171	HEALTHCARE COUNCIL	
Serial Number:	85571794	HIGHTABLE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
TRADEMARK			

OP \$340.00 3768100

Correspondent Name: DARLENA BARI STARK
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: F154609

NAME OF SUBMITTER: ANDREW NASH

SIGNATURE: /ANDREW NASH/

DATE SIGNED: 03/20/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of March 19, 2015, is entered into by and among **GERSON LEHRMAN GROUP, INC.**, a Delaware corporation (“*Grantor*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, certain of the Grantor and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), between, among others, the Grantor, certain affiliates of the Grantor, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the United States registrations and applications for registration of Trademarks (excluding Internet domain names) referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks 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 or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

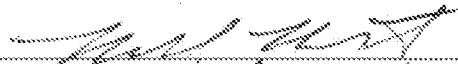
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

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

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent


By: 
Name: Michael Moretti
Title: Managing Director

Address of Assignee:

Silicon Valley Bank
505 Fifth Avenue, 11th Floor
New York, New York 10017
Attention: Mr. Michael Moretti
Email: mmoretti@svb.com

GRANTOR:

GERSON LEHRMAN GROUP, INC.

By: 
Name: Bartholomew William Catalane
Title: Chief Financial Officer

Address of Grantor:

Gerson Lehrman Group, Inc.
60 East 42nd Street, 3rd Floor
New York, New York 10165
Attention: Mr. Bart W. Catalane
Email: bcatalane@glgroup.com

Schedule A to TRADEMARK SECURITY AGREEMENT

RIGHTS OF THE GRANTORS RELATING TO TRADEMARKS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>STATUS</u>	<u>OWNER</u>
FIND ENGAGE MANAGE	77383402	3768100	29-Jan-2008	30-Mar-2010	Registered	Gerson Lehrman Group, Inc.
find engage manage	77383458	3556349	29-Jan-2008	06-Jan-2009	Registered	Gerson Lehrman Group, Inc.
GERSON LEHRMAN GROUP	85981313	4549171	04-May-2011	10-Jun-2014	Registered	Gerson Lehrman Group, Inc.
	78659070	3188903	27-Jun-2005	26-Dec-2006	Registered	Gerson Lehrman Group, Inc.
GERSON LEHRMAN GROUP	78658674	3188901	27-Jun-2005	26-Dec-2006	Registered	Gerson Lehrman Group, Inc.
	76567837	2999751	31-Dec-2003	27-Sep-2005	Registered	Gerson Lehrman Group, Inc.
GERSON LEHRMAN GROUP	76566306	2999742	22-Dec-2003	27-Sep-2005	Registered	Gerson Lehrman Group, Inc.
GLG	86368981		18-Aug-2014		Pending	Gerson Lehrman Group, Inc.
GLG RESEARCH	85312019		04-May-2011		Pending	Gerson Lehrman Group, Inc.
HEALTHCARE COUNCIL (Supplemental Register)	86070171		20-Sep-2013		Pending	Gerson Lehrman Group, Inc.
HIGHTABLE	85571794		16-Mar-2012		Pending	Gerson Lehrman Group, Inc.
INTELLIGENTLY CONNECTING INSTITUTIONS AND	77937769	4057988	17-Feb-2010	22-Nov-2011	Registered	Gerson Lehrman Group, Inc.

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>STATUS</u>	<u>OWNER</u>
EXPERTISE						
THE EXPERT NETWORK (Supplemental Register)	77335348	3624881	21-Nov- 2007	19- May- 2009	Registered	Gerson Lehrman Group, Inc.