

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414282

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WINSIGHT, LLC		01/31/2017	Limited Liability Company: DELAWARE
TECHNOMIC, INC.		01/31/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WEBSTER BANK, NATIONAL ASSOCIATION
Street Address:	436 SLATER ROAD
City:	New Britain
State/Country:	CONNECTICUT
Postal Code:	06053
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	3377549	CONVENIENCE RETAILING CONFERENCE
Registration Number:	4771271	CONVENIENCE RETAILING UNIVERSITY
Registration Number:	2986988	CSP
Registration Number:	4563514	CSP
Registration Number:	4826407	CSP
Registration Number:	3772838	CSPEDIA
Registration Number:	1618689	FOODSERVICE DIRECTOR
Registration Number:	5024357	THE BUSINESS OF CONVENIENCE RETAIL
Registration Number:	5054552	FARE: THE BUSINESS OF FOOD
Registration Number:	2147797	ID
Registration Number:	3384363	OUTLOOK LEADERSHIP
Registration Number:	3579366	RESTAURANT BUSINESS
Registration Number:	3377550	RESTAURANT LEADERSHIP CONFERENCE
Registration Number:	4291147	EDUNETWORKING
Registration Number:	4604660	DIGITAL RESOURCE LIBRARY
Registration Number:	4508375	FOODSERVICE CATEGORY MANAGEMENT INSTITUT
Registration Number:	4676770	CONSUMER BRAND METRICS
Registration Number:	4439352	TECHNOMIC SMARTSUPPORT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4395064	FOODSERVICE PLANNING PROGRAM
Registration Number:	4378945	TECHNOMIC EXPERIENCE
Registration Number:	4363816	PRICEMONITOR
Registration Number:	3508550	RMS MONITOR
Registration Number:	2886161	SMARTSEARCH
Registration Number:	2191823	CONCEPTRAC
Registration Number:	0874438	TECHNOMIC
Registration Number:	4821919	CONSUMER4SIGHT
Registration Number:	5052834	CONSUMER INSIGHTS PLANNING PROGRAM
Serial Number:	86678925	WINSIGHT
Serial Number:	86678934	
Serial Number:	86645634	WINSIGHT
Serial Number:	87260868	TECHNOMIC

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 704 503 2600

Email: trademarks@kslaw.com,vbantug@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 100 N Tryon Street

Address Line 2: Suite 3900

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 06726.015028

NAME OF SUBMITTER: Vicky R. Bantug

SIGNATURE: /Vicky R. Bantug/

DATE SIGNED: 01/31/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Webster Bank, National Association ("Webster Bank"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 31, 2017 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Winsight, LLC (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Collateral) (the "Trademark Collateral");

(a) all of its registered and applied for Trademarks (other than Trademarks that are Excluded Collateral), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

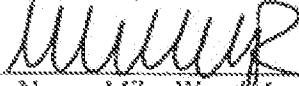
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WINSIGHT, LLC

as Grantor

By:



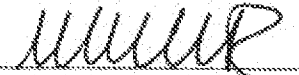
Name: Mike Wood, Jr.

Title: Chief Executive Officer

TECHNOMIC, INC.

as Grantor

By:

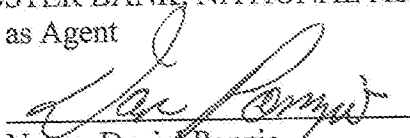


Name: Mike Wood, Jr.

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:



WEBSTER BANK, NATIONAL ASSOCIATION
as Agent


By: 
Name: Daniel Ponzio
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
Winsight, LLC	CONVENIENCE RETAILING CONFERENCE <small>CONVENIENCE RETAILING CONFERENCE</small>	United States of America	77-168811 April 30, 2007	3,377,549 February 5, 2008	Registered
Winsight, LLC	CONVENIENCE RETAILING UNIVERSITY	United States of America	86-196446 February 18, 2014	4,771,271 July 14, 2015	Registered
Winsight, LLC	CSP CSP	United States of America	76-579300 March 5, 2004	2,986,988 August 23, 2005	Registered
Winsight, LLC	CSP Logo 	United States of America	86-120368 November 15, 2013	4,563,514 July 8, 2014	Registered
Winsight, LLC	 CSP with Oval Background Design	United States of America	86-537057 February 17, 2015	4,826,407 October 6, 2015	Registered
Winsight, LLC	CSPEDIA CSPEDIA	United States of America	77-626228 December 4, 2008	3,772,838 April 6, 2010	Registered
Winsight, LLC	FOODSERVICE DIRECTOR	United States of America	73-781069 February 16, 1989	1,618,689 October 23, 1990	Registered
Winsight, LLC	THE BUSINESS OF CONVENIENCE RETAIL	United States of America	87-047710 May 24, 2016	5,024,357 August 16, 2016	Registered (Supplemental)
Winsight, LLC	FARE: The Business Of Food	United States of America	86-923153 February 29, 2016	5,054,552 October 4, 2016	Registered
Winsight, LLC	ID	United States of America	75-286971 May 5, 1997	2,147,797 March 31, 1998	Registered
Winsight, LLC	OUTLOOK LEADERSHIP <small>OUTLOOK LEADERSHIP</small>	United States of America	77-168795 April 30, 2007	3,384,363 February 19, 2008	Registered

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
Winsight, LLC	RESTAURANT BUSINESS RESTAURANT BUSINESS	United States of America	77-492733 June 6, 2008	3,579,366 February 24, 2009	Registered
Winsight, LLC	RESTAURANT LEADERSHIP CONFERENCE RESTAURANT LEADERSHIP CONFERENCE	United States of America	77-168827 April 30, 2007	3,377,550 February 5, 2008	Registered
Winsight, LLC	EDUNETWORKING EduNetworking	United States of America	85-518237 January 17, 2012	4,291,147 February 19, 2013	Registered
Technomic, Inc.		United States of America	86-151377 December 23, 2013	4,604,660 September 16, 2014	Registered
Technomic, Inc.	Foodservice Category Management Institute	United States of America	86-000613 July 2, 2013	4,508,375 April 1, 2014	Registered (Supplemental)
Technomic, Inc.	Consumer Brand Metrics	United States of America	86-000563 July 2, 2013	4,676,770 January 20, 2015	Registered (Supplemental)
Technomic, Inc.	TECHNOMIC SMARTSUPPORT	United States of America	85-889011 March 28, 2013	4,439,352 November 26, 2013	Registered
Technomic, Inc.	Foodservice Planning Program	United States of America	85-739277 September 26, 2012	4,395,064 September 3, 2013	Registered
Technomic, Inc.	Technomic Experience	United States of America	85-739215 September 26, 2012	4,378,945 August 6, 2013	Registered
Technomic, Inc.	PriceMonitor	United States of America	85-739260 September 26, 2012	4,363,816 July 9, 2013	Registered
Technomic, Inc.	RMS Monitor	United States of America	77-426170 March 19, 2008	3,508,550 September 30, 2008	Registered
Technomic, Inc.	SmartSearch	United States of America	76-554739 October 14, 2003	2,886,161 September 21, 2004	Registered
Technomic, Inc.	ConcepTrac	United States of America	75-212863 December 13, 1996	2,191,823 September 29, 1998	Registered
Technomic, Inc.	TECHNOMIC	United States of America	72-277314 August 1, 1967	874,438 August 5, 1969	Registered
Technomic, Inc.	CONSUMER4SIGHT	United States of America	86-529742 February 10, 2015	4,821,919 September 29, 2015	Registered

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
Technomic, Inc.	CONSUMER INSIGHTS PLANNING PROGRAM	United States of America	86-764406 September 22, 2015	5,052,834 October 4, 2016	Registered

1. TRADEMARK APPLICATIONS

Owner	Mark	Country	Serial No./ Filing Date	Status
Winsight, LLC	 Winsight	United States of America	86-678925 June 30, 2015	Pending
Winsight, LLC		United States of America	86-678934 June 30, 2015	Pending
Winsight, LLC	WINSIGHT	United States of America	86-645634 May 29, 2015	Pending
Technomic, Inc.	TECHNOMIC	United States of America	87-260868 December 7, 2016	Pending