

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424732

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CEB INC.		04/05/2017	Corporation: DELAWARE
EVANTA VENTURES, INC.		04/05/2017	Corporation: DELAWARE
SOFTWARE ADVICE, INC.		04/05/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 S. DEARBORN ST., 7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	5022878	CEB SHL TALENT MEASUREMENT
Registration Number:	4998781	EFFORTLESS EXPERIENCE
Registration Number:	4967087	TRUEPEER
Registration Number:	4827937	CHALLENGER
Registration Number:	4178263	CHALLENGE SELLING
Registration Number:	2862098	ICONOCULTURE
Registration Number:	1860810	GENVIEW
Registration Number:	3914085	CORPORATE EXECUTIVE BOARD
Registration Number:	4095644	CEB
Registration Number:	4083743	CHALLENGER
Registration Number:	4117637	CHALLENGER DEVELOPMENT PROGRAM
Registration Number:	4130882	CHALLENGE YOURSELF
Registration Number:	4192131	CONSUMER FINANCIAL MONITOR
Registration Number:	4145440	INTELLIGENT GROWTH SUITE
Registration Number:	4111238	RISKCLARITY: A CORPORATE INTEGRITY SERVI
Registration Number:	3999977	EXECUTIVE ADVISOR
Registration Number:	4040553	THE POWER OF CLARITY

CH \$2015.00 5022878

Property Type	Number	Word Mark
Registration Number:	4014786	CHALLENGER REP
Registration Number:	3204733	CUSTOMER CONTACT COUNCIL
Registration Number:	3123045	CLC
Registration Number:	3083958	RESEARCH & TECHNOLOGY EXECUTIVE COUNCIL
Registration Number:	3140661	INFORMATION RISK EXECUTIVE COUNCIL
Registration Number:	3442786	EDISON CIRCLE
Registration Number:	3374216	FINANCE LEADERSHIP EXCHANGE
Registration Number:	3300320	ADR
Registration Number:	3103093	MARKET RESEARCH EXECUTIVE BOARD
Registration Number:	2995346	AUDIT DIRECTOR ROUNDTABLE
Registration Number:	3103092	MARKETING LEADERSHIP COUNCIL
Registration Number:	3028116	RETIREMENT SERVICES ROUNDTABLE
Registration Number:	3070452	SALES EXECUTIVE COUNCIL
Registration Number:	3037857	MARKET RESEARCH EXECUTIVE BOARD
Registration Number:	2995345	GENERAL COUNSEL ROUNDTABLE
Registration Number:	3062695	INFRASTRUCTURE EXECUTIVE COUNCIL
Registration Number:	3035105	MARKETING LEADERSHIP COUNCIL
Registration Number:	3062323	INFRASTRUCTURE EXECUTIVE COUNCIL
Registration Number:	3860217	WHAT THE BEST COMPANIES DO
Registration Number:	3853543	CORPORATE LEGAL EXCHANGE
Registration Number:	3806156	CORPORATE EXECUTIVE BOARD
Registration Number:	3771489	YOU'RE IN GREAT COMPANY
Registration Number:	3747974	HR LEADERSHIP COUNCIL
Registration Number:	4362646	SAGE
Registration Number:	3535651	IT BUSINESS LEADERSHIP ACADEMY
Registration Number:	3358207	CHINA HR EXECUTIVE BOARD
Registration Number:	3306338	INVESTOR RELATIONS ROUNDTABLE
Registration Number:	3304908	RECRUITING EXECUTIVE DASHBOARD
Registration Number:	2564166	SURVEYSAGE.COM
Registration Number:	2029406	COUNCIL ON FINANCIAL COMPETITION
Registration Number:	2029403	COUNCIL ON FINANCIAL COMPETITION
Registration Number:	2031322	CORPORATE LEADERSHIP COUNCIL
Registration Number:	2029397	CORPORATE LEADERSHIP COUNCIL
Registration Number:	2082639	CORPORATE STRATEGY BOARD
Registration Number:	2085109	CORPORATE STRATEGY BOARD
Registration Number:	2104863	INSURANCE ADVISORY BOARD
Registration Number:	2080407	INSURANCE ADVISORY BOARD
Registration Number:	2052576	THE VIP FORUM

Property Type	Number	Word Mark
Registration Number:	2049074	THE VIP FORUM
Registration Number:	2080406	BUSINESS BANKING BOARD
Registration Number:	2104838	BUSINESS BANKING BOARD
Registration Number:	2188760	TOWERGROUP
Registration Number:	4886213	CEB WHAT THE BEST COMPANIES DO
Registration Number:	4832187	CHALLENGER
Registration Number:	4621974	CEB IT ROADMAP BUILDER
Registration Number:	4590423	INSIGHT SELLING
Registration Number:	2705196	METRICS THAT MATTER
Registration Number:	2676446	KNOWLEDGEADVISORS
Registration Number:	4759794	EVANTA365
Registration Number:	3315003	CIO EXECUTIVE SUMMIT
Registration Number:	3290682	BY CIOS, FOR CIOS
Registration Number:	3356229	EVANTA
Registration Number:	3290681	
Registration Number:	3290680	EVANTA
Serial Number:	87326820	CISO COALITION
Serial Number:	86606175	MOBILIZER
Serial Number:	86707073	CEB IGNITION
Serial Number:	87228152	FRONTRUNNERS
Serial Number:	87228161	FRONTRUNNERS
Serial Number:	87228173	FRONTRUNNERS
Serial Number:	87228181	FRONTRUNNERS
Serial Number:	87228208	FRONTRUNNERS
Serial Number:	87228199	FRONTRUNNERS

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5187

Email: ksolomon@stblaw.com

Correspondent Name: JaeWon Lee, Esq.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 2475 HANOVER STREET

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/2027
NAME OF SUBMITTER:	JaeWon Lee
SIGNATURE:	/jvl

DATE SIGNED:

04/24/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT, dated as of April 5, 2017 (this “Agreement”), among the Grantors listed on the signature pages below (each, a “Grantor”) and JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of June 17, 2016, among Gartner, Inc. (the “Borrower”), 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 the Borrower, 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 the Borrower, 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 the Borrower, 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 Inc. (f/k/a The Corporate Executive Board Company) (“CEB”), CXO Acquisition Co. and Evanta Ventures, Inc. (“Evanta”), in favor of the Administrative Agent.

Pursuant to the Credit Agreement, the Lenders and the Issuing Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower is a member of an affiliated group of companies that includes each other Grantor. The Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement. Pursuant to the Assumption Agreement, CEB and Evanta each becomes a party to the Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and has expressly assumed all obligations and liabilities of a Grantor thereunder.

Accordingly, the parties hereto agree 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. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations, each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the United States trademark registrations and applications for registration listed on Schedule A attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall any security interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the

Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 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 email or telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

[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.

CEB INC.

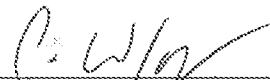
By: 
Name: Craig W. Safiah
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006040 FRAME: 0832

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

EVANTA VENTURES, INC.

By: 
Name: Craig W. Safian
Title: President

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

SOFTWARE ADVICE, INC.

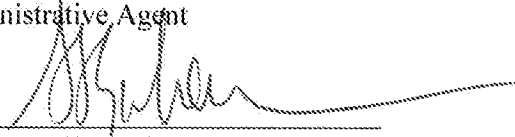
By: 
Name: Craig W. Safian
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006040 FRAME: 0834

Acknowledged by:

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

By: 

Name: D. Scott Farquhar

Title: Executive Director

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 006040 FRAME: 0835

SCHEDULE A

Trademarks

Registered Trademarks

Registered Owner	Mark	Registration No.
CEB Inc.	CEB SHL TALENT MEASUREMENT & design	5022878
CEB Inc.	EFFORTLESS EXPERIENCE	4998781
CEB Inc.	TRUEPEER	4967087
CEB Inc.	CHALLENGER	4827937
CEB Inc.	CHALLENGE SELLING	4178263
CEB Inc.	ICONOCULTURE	2862098
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CEB Inc.	CHALLENGER	4083743
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CEB Inc.	RISKCLARITY: A CORPORATE INTEGRITY SERVICE	4111238
CEB Inc.	EXECUTIVE ADVISOR	3999977
CEB Inc.	THE POWER OF CLARITY	4040553
CEB Inc.	CHALLENGER REP	4014786
CEB Inc.	CUSTOMER CONTACT COUNCIL	3204733
CEB Inc.	CLC	3123045
CEB Inc.	RESEARCH & TECHNOLOGY EXECUTIVE COUNCIL	3083958
CEB Inc.	INFORMATION RISK EXECUTIVE COUNCIL	3140661
CEB Inc.	EDISON CIRCLE	3442786
CEB Inc.	FINANCE LEADERSHIP EXCHANGE	3374216
CEB Inc.	ADR	3300320
CEB Inc.	MARKET RESEARCH EXECUTIVE BOARD	3103093
CEB Inc.	AUDIT DIRECTOR ROUNDTABLE	2995346
CEB Inc.	MARKETING LEADERSHIP COUNCIL	3103092
CEB Inc.	RETIREMENT SERVICES ROUNDTABLE	3028116
CEB Inc.	SALES EXECUTIVE COUNCIL	3070452
CEB Inc.	MARKET RESEARCH EXECUTIVE BOARD	3037857
CEB Inc.	GENERAL COUNSEL ROUNDTABLE	2995345

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CEB Inc.	INSIGHT SELLING	4590423
CEB Inc.	METRICS THAT MATTER	2705196
CEB Inc.	KNOWLEDGEADVISORS	2676446
Evanta Ventures, Inc.	EVANTA365	4759794
Evanta Ventures, Inc.	CIO EXECUTIVE SUMMIT	3315003
Evanta Ventures, Inc.	BY CIOS, FOR CIOS	3290682
Evanta Ventures, Inc.	EVANTA & design	3356229

Evanta Ventures, Inc.	DESIGN ONLY	3290681
Evanta Ventures, Inc.	EVANTA	3290680

Trademark Applications

Registered Owner	Mark	Serial No.
CEB Inc.	CISO COALITION	87/326820
CEB Inc.	MOBILIZER	86/606175
CEB Inc.	CEB IGNITION	86/707073
Software Advice, Inc.	FRONTRUNNERS	87/228152
Software Advice, Inc.	FRONTRUNNERS & design	87/228161
Software Advice, Inc.	FRONTRUNNERS	87/228173
Software Advice, Inc.	FRONTRUNNERS & design	87/228181
Software Advice, Inc.	FRONTRUNNERS & design	87/228208
Software Advice, Inc.	FRONTRUNNERS	87/228199

Exclusive Trademark Licenses

None.