

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Webster Bank, National Association		11/15/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Winsight, LLC
Street Address:	300 South Riverside Plaza
Internal Address:	Suite 1600
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE
Name:	Technomic, Inc.
Street Address:	300 South Riverside Plaza
Internal Address:	Suite 1600
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: DELAWARE

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

TRADEMARK

Property Type	Number	Word Mark
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
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: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 19th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 059182-0077

NAME OF SUBMITTER: Scott Kareff (059182-0077)

SIGNATURE: /kc for sk/

DATE SIGNED: 11/15/2018

Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is given as of November 15, 2018, by WEBSTER BANK, NATIONAL ASSOCIATION, as agent (in such capacity, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement referred to below), in favor of Winsight, LLC, a Delaware limited liability company, and Technomic, Inc., a Delaware corporation (collectively the "Grantors").

WITNESSETH

WHEREAS, the Grantors have entered into that certain Credit Agreement, dated as of January 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified to date, the "Credit Agreement"), by and among the Grantors, the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Agent, as Agent for the Lenders;

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Grantors have entered into that certain Guaranty and Security Agreement, dated as of January 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantors and the other grantors party thereto, in favor of the Agent. Capitalized terms used herein without definition shall have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable;

WHEREAS, under the terms of the Security Agreement, the Grantors granted to the Agent, as security, a Lien on, and security interest in the Grantors' Trademark Collateral (as defined in the Trademark Security Agreement defined below), including, without limitation, the Grantors' respective Trademarks listed on Schedule 1 attached hereto, pursuant to that certain Trademark Security Agreement, dated as of January 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by the Grantors in favor of the Agent;

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office ("USPTO") on January 31, 2017 on Reel: 5978, Frame: 0675;

WHEREAS, the Grantors have requested that the Agent release its security interest in the Trademark Collateral; and

WHEREAS, the Grantors and the Agent desire that the Agent terminate and release its Lien on, and any and all security interest the Agent may hold in, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent hereby, on behalf of itself, the Lenders, the L/C Issuers and the other Secured Parties, without recourse, representation, warranty or other assurance of any kind by Agent (express or implied) as to Agent's rights in any Trademark Collateral, the condition or value of

any Trademark Collateral, terminates, discharges and releases its continuing security interest and Lien in all right, title and interest in the Trademark Collateral, including, without limitation and for clarity, the Trademarks (and/or applications) listed on Schedule 1 and all goodwill associated with the foregoing, and assigns any and all right, title or interest that it may have therein to the Grantors. In the event of any conflict between the provisions of this Release and the provisions of that certain Payoff Letter, dated as of the date hereof, by and among the Grantors, the other parties thereto and the Agent (the "Payoff Letter"), the applicable provision of the Payoff Letter shall govern and control.

The Agent hereby authorizes the Grantors, any of the Grantors' authorized representatives or any new lender or collateral agent to the Credit Parties, to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing office in order to memorialize the release, discharge or termination of any Lien on, or security interest in, the Trademark Collateral as contemplated hereby.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, filings, agreements and certificates and to do such other acts, in each case at the Grantors' expense, as reasonably requested by the Grantors and as may be reasonably necessary to effect the release of the Lien on, and security interest in, the Trademark Collateral as contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

Delivery of an executed counterpart of this Release by facsimile or other electronic transmission (i.e. "pdf") shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND
RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of
the date first above written.


WEBSTER BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Name: Dan Ponzio
Title: Director

[Signature Page to Termination and Release of Security Interest in Trademarks]

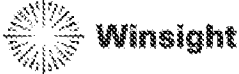
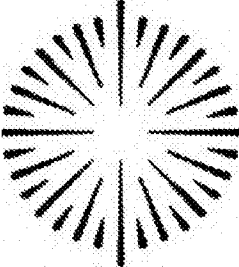
**Schedule 1 to
Termination and Release of Security Interest in Trademarks**

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

Owner	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
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
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		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