

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Markettools, Inc.	06/27/2007
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6618746
Patent Number:	6901424
Application Number:	09678430
Application Number:	11733725
CORRESPONDENCE DATA	
Fax Number:	(866)459-2899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-783-2700
Email:	Oleh.Hereliuk@federalresearch.com
Correspondent Name:	CBCInnovis dba Federal Research
Address Line 1:	1023 Fifteenth Street, NW, Ste 401
Address Line 2:	attn: Oleh Hereliuk
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	390260
NAME OF SUBMITTER:	Oleh Hereliuk

CH \$160.00 6618746

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**PATENT**  
**REEL: 019550 FRAME: 0802**

**Total Attachments: 9**

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**PATENT**

**REEL: 019550 FRAME: 0803**

**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of June 27, 2007 by and between SILICON VALLEY BANK ("Secured Party") and MARKETTOOLS, INC. ("Grantor").

RECITALS

A. Secured Party and Grantor are parties to that certain Loan and Security Agreement dated May 31, 2002 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein which are not defined, have the meanings set forth in the Loan Agreement). In connection with the Loan Agreement, Secured Party and Grantor entered into that certain Intellectual Property Security Agreement dated May 31, 2002 (as amended, modified or supplemented from time to time, the "Prior IP Security Agreement"), which was recorded on August 2, 2002 with the United States Patent and Trademark Office at Reel 013134 / Frame 0031, with respect to the Patent-related Collateral described therein.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property and all other Collateral.

C. Secured Party and Grantor wish that the Prior IP Security Agreement shall be amended and restated in its entirety by, and as set forth in, this Agreement.

NOW, THEREFORE, Secured Party and Grantor hereby agree that the Prior IP Security Agreement shall be amended and restated in its entirety by, and as set forth in, this Agreement, and, as collateral security for the payment and performance when due of all of the Obligations, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest (and reaffirms its prior grant of security interest and pledge in favor of Secured Party) in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Loan Agreement), including without limitation the following:

(a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights,

together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the

foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) In accordance with Section 8(3) of the Schedule to the Loan Agreement, there are no Registered Copyrights (including applications for registration with the US Copyright Office) other than as set forth in Exhibit A attached hereto.

(b) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(c) Grantor shall promptly advise Secured Party of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor.

(d) Section 8(3) of the Schedule to the Loan Agreement is incorporated herein by this reference as though fully set forth herein, mutatis mutandis.

4. General. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, the Loan Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

5. WAIVER OF RIGHT TO JURY TRIAL. SECURED PARTY AND GRANTOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN SECURED PARTY AND GRANTOR; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF SECURED PARTY OR GRANTOR OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH SECURED PARTY OR GRANTOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

[remainder of page intentionally left blank; signature page immediately follows]

IN WITNESS WHEREOF, the parties have cause this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

150 Spear Street, Suite 600  
San Francisco, CA 94105

Grantor:

MARKETTOOLS, INC.

By: 

Title: CFO

Name: Casey Eichler

Address of Secured Party:

3003 Tasman Drive  
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By: 

Title: Relationship Manager

Form: 3/1/02

**EXHIBIT A**

**REGISTERED COPYRIGHTS**

(including copyrights that are the subject of an application for registration)

**Description**

Zoomerang  
MarketTools Epicenter  
zTelligence  
ZoomMobile

**Registration/Application Number, Date**

Application sent to Copyright Office 5.24.07  
Application sent to Copyright Office 5.24.07  
Application sent to Copyright Office 6.04.07  
Application sent to Copyright Office 6.04.07



**EXHIBIT B**

**PATENTS**

<b><u>Description</u></b>	<b><u>Registration/ Application Number</u></b>	<b><u>Registration/ Application Date</u></b>
Survey Communication Across a Network	6618746 (Issued)	3/30/98
System and Method for Providing World-Wide- Web-Based Survey Creation, Design, Deployment, and Result Compilation and Tracking	09/678430 (Pending)	10/2/00
System and Method for Creating a Sample Pool for a Web-Based Survey	6901424 (Issued)	10/10/00
Session Management System and Method for Use with Stateless Messaging Services	11/733725 (Pending)	4/11/07
Fraud Detection Method	Provisional Filing in progress	

EXHIBIT C  
TRADEMARKS

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

*Copy of completed Exhibit C  
is intentionally omitted for  
purposes of recordation of  
this Agreement, but is on  
file with Secured Party.*