

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amended and Restated Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Markettools, Inc.	09/29/2008
CUSTOMERSAT.COM, INC.	09/29/2008

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	6618746
Patent Number:	6901424
Patent Number:	6892347
Application Number:	11733722
Application Number:	11733725
Application Number:	12191961
Application Number:	09678430
PCT Number:	US0859917
PCT Number:	US0873387

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700
 Email: Oleh.Hereliuk@federalresearch.com
 Correspondent Name: CBCInnovis dba Federal Research

CH \$360.00 6618746

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:

424093

NAME OF SUBMITTER:

Oleh Hereliuk

Total Attachments: 15

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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Markettools, Inc. and CustomerSat.com, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: _____

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA

State: CALIFORNIA

Country: USA Zip: 95054

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) September 29, 2008

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Second Amended Security Agreement

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)
See Attached.

B. Patent No.(s)
See Attached

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Mr. Oleh Hereliuk

Internal Address: c/o FEDERAL RESEARCH CORPORATION

Street Address: 1023 Fifteenth Street NW
SUITE 401

City: WASHINGTON

State: DC Zip: 20005

Phone Number: 202-783-2700

Fax Number: 202-783-0145

Email Address: Oleh.Hereliuk@federalresearch.com

6. Total number of applications and patents involved: Nine

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 360.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Catherine C Fisk
Signature

September 30, 2009
Date

Catherine C. Fisk
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

EXHIBIT B

PATENTS

Borrower: MARKETTOOLS, INC.

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Survey Communication across a Network	U.S. Patent No. 6,618,746	Issued September 9, 2003
System and Method for Creating a Sample Pool for a Web-Based Survey	U.S. Patent No. 6,901,424	Issued May 31, 2005
Session Management System and Method for Use with Stateless Messaging Services	U.S. Patent Application No. 11/733,722	Filed April 10, 2007
Session Management System and Method for Use with Stateless Messaging Services	U.S. Patent Application No. 11/733,725	Filed April 10, 2007
Survey Fraud Detection System and Method	U.S. Patent Application No. 12/191,961	Filed August 14, 2008
System and method for providing world wide web- based survey creation, design, deployment, and result compilation and tracking	U.S. Patent Application No. 09/678,430	Filed October 2, 2000
Claims the benefit of U.S. Patent Application No. 11/733,725	PCT/ US08/59917	Filed April 10, 2008
Related to U.S. Patent Application No. 12/191,961	PCT/ US08/73387	Filed August 15, 2008

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Exhibit B

SVB/MarketTools/#05_EXHIBITS ONLY (Copyright, Patent & Trademark) to 2008-09 2ndA&R IP Sec Agr-
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PATENT
REEL: 021651 FRAME: 0169

Guarantor: CUSTOMERSAT.COM, INC.

Description

Techniques for monitoring user activities at a web site and for initiating an action when the user exits from the web site

Registration/
Application
Number

U.S. Patent No.
6,892,347

Registration/
Application
Date

Issued May 10,
2005

Exhibit B

SVB/MarketFools/#05_EXHIBITS ONLY (Copyright, Patent & Trademark) to 2008-09 2ndA&R IP Sec Agr-2.doc

PATENT
REEL: 021651 FRAME: 0170

**SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of September 29, 2008, by and between: (I) SILICON VALLEY BANK ("Secured Party"), on the one hand, and (II) MARKETTOOLS, INC. ("Borrower") and CUSTOMERSAT.COM, INC. ("Guarantor") (individually and collectively, "Grantor"), on the other hand.

RECITALS

A. Secured Party and Borrower 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 "Prior Loan Agreement"). In connection with the Prior Loan Agreement, Secured Party and Borrower previously entered into that certain Intellectual Property Security Agreement dated May 31, 2002 (as amended, modified or supplemented from time to time, the "First 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. The First Prior IP Security Agreement was amended and restated in its entirety by that certain Amended and Restated Intellectual Property Security Agreement dated as of June 27, 2007 between Secured Party and Borrower (as amended, modified or supplemented from time to time, the "Second Prior IP Security Agreement"), which was recorded on July 16, 2007 with the United States Patent and Trademark Office at Reel 019550 / Frame 0802, with respect to the Patent-related Collateral described therein, and recorded on or about July 16, 2007 with the United States Copyright Office, with respect to the Copyright-related Collateral described therein.

B. Concurrently herewith, Borrower and Secured Party are amending and restating the Prior Loan Agreement in its entirety as set forth in that certain Amended and Restated Loan and Security Agreement, dated on or about the date hereof, between Borrower and Secured Party (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). Pursuant to the terms of the Loan Agreement, Borrower has granted to Secured Party a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in and to all Intellectual Property and all other Collateral. Concurrently herewith, Guarantor is executing and delivering in favor of Secured Party an unconditional continuing guaranty with respect to Borrower (as the same may be amended, modified or supplemented from time to time, the "Guaranty") and a security agreement pursuant to which Guarantor has granted to Secured Party a security interest in all of Guarantor's right, title and interest, whether presently existing or hereafter acquired, in and to all intellectual property and substantially all other assets of Guarantor (as the same may be amended, modified or supplemented from time to time, the "Guarantor Security Agreement").

C. Secured Party and Grantor hereby enter into this Agreement in order to amend and restate the Second Prior IP Security Agreement in its entirety as set forth in this Agreement.

NOW, THEREFORE, Secured Party and Grantor hereby agree that the Second 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. Grants of Security Interest.

To secure all of the Obligations, Borrower hereby 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 Borrower's right, title and interest in, to and under its Intellectual Property (as defined in the Loan Agreement), including without limitation the following:

To secure all of the "Debtor Obligations" (as such term is defined in the Guarantor Security Agreement), Guarantor hereby grants and pledges to Secured Party a security interest in all of Guarantor's right, title and interest in, to and under its Intellectual Property (as such term is defined in the Guarantor Security 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; Guarantor Security Agreement. The security interests hereunder are granted in conjunction with the security interests granted to Secured Party under the Loan Agreement and the Guarantor Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted hereby are in addition to those set forth in the Loan Agreement, the Guarantor Security 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, the Guarantor Security 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, the Guarantor Security 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 6.10 of the Loan Agreement and Section 4.6 of the Guarantor Security Agreement, respectively, 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) Each of Section 6.10 of the Loan Agreement (with respect to Borrower) and Section 4.6 of the Guarantor Security Agreement (with respect to Guarantor) 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 or the Guarantor Security Agreement (as the case may be), 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 or the Guarantor Security Agreement (as the case may be). This Agreement, the Loan Agreement, the Guarantor Security Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

5. CHOICE OF LAW, VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE. Each of Section 11 of the Loan Agreement (with respect to Borrower) and Section 9 of the Guarantor Security Agreement (with respect to Guarantor) is incorporated herein by this reference as though fully set forth herein, mutatis mutandis.

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

IN WITNESS WHEREOF, each of 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.

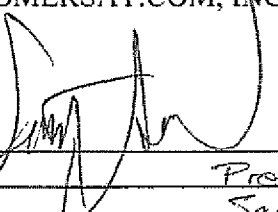
By: 
Title: Pres & CEO
Name: Scott Arnold

Address of Grantor:

c/o MARKETTOOLS, INC.
150 Spear Street, Suite 600
San Francisco, CA 94105

Grantor:

CUSTOMERSAT.COM, INC.

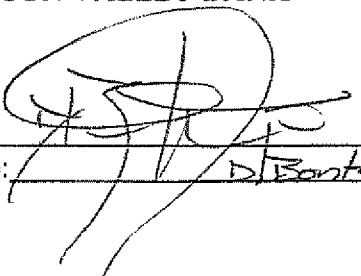
By: 
Title: Pres & CEO
Name: Scott Arnold

Address of Secured Party:

3003 Tasman Drive
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By: 
Title: D. Bontemps, Director

Form: 3/1/02

Signature Page

SVB/MarketTools/2008-09 2ndA&R IP Sec Agr-2.doc

PATENT
REEL: 021651 FRAME: 0175

EXHIBIT A

REGISTERED COPYRIGHTS

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

Borrower: MARKETTOOLS, INC.

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MarketTools epicenter (Computer File)	TXu001359239	2007-05-29
Zoomerang (Computer File)	TXu001359240	2007-05-29
ZoomMobile (Computer File)	TXu001359829	2007-06-05
zTelligence (Computer File)	TXu001359832	2007-06-05
Zoomerang & 3 other titles (Recorded Document)	V3554D777	2007-07-16

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Exhibit A

SVB/MarketTools/#05_EXHIBITS ONLY (Copyright, Patent & Trademark) to 2008-09 2ndA&R IP Sec Agr-
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PATENT
REEL: 021651 FRAME: 0176

Guarantor: CUSTOMERSAT.COM, INC.

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None	None	None

Exhibit A
SVB/MarketTools/#05_EXHIBITS ONLY (Copyright, Patent & Trademark) to 2008-09 2ndA&R IP Sec Agr-
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PATENT
REEL: 021651 FRAME: 0177

EXHIBIT B

PATENTS

Borrower: MARKETTOOLS, INC.

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Survey Communication across a Network	U.S. Patent No. 6,618,746	Issued September 9, 2003
System and Method for Creating a Sample Pool for a Web-Based Survey	U.S. Patent No. 6,901,424	Issued May 31, 2005
Session Management System and Method for Use with Stateless Messaging Services	U.S. Patent Application No. 11/733,722	Filed April 10, 2007
Session Management System and Method for Use with Stateless Messaging Services	U.S. Patent Application No. 11/733,725	Filed April 10, 2007
Survey Fraud Detection System and Method	U.S. Patent Application No. 12/191,961	Filed August 14, 2008
System and method for providing world wide web-based survey creation, design, deployment, and result compilation and tracking	U.S. Patent Application No. 09/678,430	Filed October 2, 2000
Claims the benefit of U.S. Patent Application No. 11/733,725	PCT/ US08/59917	Filed April 10, 2008
Related to U.S. Patent Application No. 12/191,961	PCT/ US08/73387	Filed August 15, 2008

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Exhibit B

SVB/MarketTools/#05_EXHIBITS ONLY (Copyright, Patent & Trademark) to 2008-09 2ndA&R IP Sec Agr-2.doc

PATENT
REEL: 021651 FRAME: 0178

Guarantor: CUSTOMERSAT.COM, INC.

Description

Techniques for monitoring user activities at a web site and for initiating an action when the user exits from the web site

Registration/
Application/
Number

U.S. Patent No.
6,892,347

Registration/
Application
Date

Issued May 10,
2005

Exhibit B

SVB/MarketTools/#05_EXHIBITS ONLY (Copyright, Patent & Trademark) to 2008-09 2ndA&R IP Sec Agr-2.doc

EXHIBIT C
TRADEMARKS

Borrower: MARKETTOOLS, INC.





DESCRIPTION	COUNTRY	REGISTRATION /APPLICATION NUMBER	REGISTRATION / APPLICATION DATE
EPICENTER	UNITED STATES	77/132447	March 15, 2007
INSIGHT NETWORKS	CANADA	1,317,355	September 20, 2006
INSIGHT NETWORKS	EUROPEAN COMMUNITY	5329041	September 21, 2006
INSIGHT NETWORKS	UNITED STATES	3,500,296	September 9, 2008
MARKETTOOLS	AUSTRALIA	1014589	August 6, 2004
MARKETTOOLS	CANADA	TMA645934	August 17, 2005
MARKETTOOLS	CHINA	4301559	October 9, 2004
MARKETTOOLS	EUROPEAN COMMUNITY	1267723	August 5, 1999
MARKETTOOLS	INDIA	1312571	October 1, 2004
MARKETTOOLS	JAPAN	4885394	August 5, 2005
MARKETTOOLS	UNITED STATES	2,516,154	December 11, 2001
	CANADA	1317359	September 20, 2006
	EUROPEAN COMMUNITY	5313473	September 14, 2006
	UNITED STATES	3,436,129	May 27, 2008
MARKETVOICES	UNITED STATES	77/099344	February 5, 2007
REAL TIME. REAL SAVINGS. REAL SMART. [ABANDONED]	UNITED STATES	2,615,128	September 3, 2002
REALSAMPLE [TO BE ABANDONED]	UNITED STATES	77/409843	February 29, 2008
SURVEYSORE	UNITED STATES	77/409853	February 29, 2008
TRUESAMPLE	UNITED STATES	77/427671	March 20, 2008
	UNITED STATES	3,416,703	April 29, 2008
ZOOMERANG	AUSTRALIA	1016134	August 16, 2004
ZOOMERANG	BENELUX	774372	April 12, 2005
ZOOMERANG	CANADA	TMA650315	October 13, 2005
ZOOMERANG	CHINA	4301558	October 9, 2004
ZOOMERANG	EUROPEAN COMMUNITY	1603950	April 11, 2000
ZOOMERANG	JAPAN	4885393	August 5, 2005
ZOOMERANG	UNITED STATES	3,416,704	April 29, 2008

Exhibit C

SVB/MarketTools/#05_EXHIBITS ONLY (Copyright, Patent & Trademark) to 2008-09 2ndA&R IP Sec Agr-2.doc

DESCRIPTION	COUNTRY	REGISTRATION /APPLICATION NUMBER	REGISTRATION / APPLICATION DATE
Z ZOOMBRANG	EUROPEAN COMMUNITY	1603810	April 11, 2000
ZOOMPANEL	EUROPEAN COMMUNITY	4775144	December 9, 2005
ZOOMPANEL	JAPAN	4999621	October 27, 2006
ZOOMPANEL	UNITED STATES	78/760476	November 23, 2005
ZPANEL [ABANDONED]	UNITED STATES	2,613,215	August 27, 2002
ZSAMPLE [TO BE ABANDONED]	UNITED STATES	2,709,730	April 22, 2003
ZTELLIGENCE	AUSTRALIA	863372	January 18, 2001
ZTELLIGENCE	EUROPEAN COMMUNITY	1869049	September 22, 2000
ZTELLIGENCE	UNITED STATES	2,652,383	November 19, 2002

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Exhibit C

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Guarantor: CUSTOMERSAT.COM, INC.

DESCRIPTION	COUNTRY	REGISTRATION /APPLICATION NUMBER	REGISTRATION / APPLICATION DATE
POPUP-ON-EXIT	UNITED STATES	U.S. Serial Number 75/773101	October 15, 2002

Exhibit C

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