

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Collateral Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GoalQuest, Inc.		05/18/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of Montreal, as Agent
<b>Street Address:</b>	111 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2805201	GOALQUEST
Registration Number:	3190286	UBLOG
Serial Number:	78582288	USCENE
Serial Number:	78420741	UPEERS
Serial Number:	78582272	UPORTFOLIO
Serial Number:	78711820	HEURISTICS
Serial Number:	78918208	PARENTSEARCH

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 845-3430  
 Email: kalwa@chapman.com  
 Correspondent Name: Richard Kalwa  
 Address Line 1: 111 West Monroe Street  
 Address Line 2: Chapman and Cutler LLP

**CH \$190.00 2805201**

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1654862

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

08/01/2007

**Total Attachments: 4**

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## FIRST LIEN TRADEMARK COLLATERAL AGREEMENT

This 18th day of May, 2007, GOALQUEST, INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 632 Broadway, Suite 301, New York, New York 10012, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL, a chartered bank of Canada ("*BMO*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain First Lien Security Agreement dated as of even date hereof by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

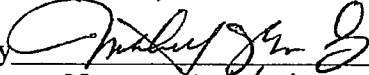
Notwithstanding the foregoing, this First Lien Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this First Lien

Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

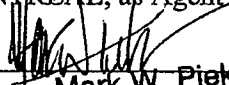
IN WITNESS WHEREOF, Debtor has caused this First Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GOALQUEST, INC.

By   
Name: Mitchell J. Grady  
Its: Secretary

Accepted and agreed to as of the day and year last above written.

BANK OF MONTREAL, as Agent

By   
Name: Mark W. Piekos  
Its: Managing Director

**SCHEDULE A-1**

**TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK REGISTRATION**

<u>MARK</u>	<u>Serial/Reg. No.</u>	<u>Status</u>
GoalQuest	2,805,201	Registered
UBlog	3,190,286	Registered
UScene	78,582,288	Registered
UPeers	78,420,741	Registered
UPortfolio	78,582,272	Registered
Heuristics	78,711,820	Registered
ParentSearch	78,918,208	Registered

**TRADEMARK APPLICATIONS**

None.

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None.

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