

05-11-2001



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TRADEMARKS ONLY

ET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

cPulse, LLC

S. 2.01

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Collateral Assignment
- Merger
- Change of Name

Execution Date: April 25, 2001

2. Name and address of receiving party(ies)

Name: Gartner, Inc.

Internal Address: _____

Street Address: 56 Top Gallant Road

City: Stamford State: CT Zip: 06904

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/773,258

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Patricia C. Gagnon, RP

Internal Address: Shipman & Goodwin LLP

Street Address: One American Row

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Patricia C. Gagnon, RP
Name of Person Signing

Signature

May 2, 2001
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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REEL: 002293 FRAME: 0511

COLLATERAL ASSIGNMENT OF PATENTS AND SERVICE MARKS

THIS COLLATERAL ASSIGNMENT (this "Assignment"), made as of the 25th day of April, 2001, by and between **cPulse, LLC**, a Delaware limited liability company ("Assignor"), to **Gartner, Inc.** ("Assignee"), a Delaware corporation.

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a certain Security Agreement, dated as of even date (together with any and all amendments now or hereafter made thereto, hereinafter called the "Security Agreement"), which provides for the grant by Assignor to Assignee of a security interest in certain of Assignor's assets, including, without limitation, its U.S. patents and service marks; and

WHEREAS, Assignee has required, as a condition to advancing loans to Assignor, that Assignor execute and deliver to Assignee this Assignment;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference. Terms used herein that are not defined in this Agreement shall have the meanings ascribed to them in the Security Agreement.

2. Collateral Assignment of Patents and Service Marks. To secure the complete and timely satisfaction of all of the Secured Obligations (as defined in the Security Agreement and hereinafter called the "Secured Obligations") and all other documents, instruments and agreements delivered by Assignor in connection therewith, Assignor hereby grants, conveys, and assigns to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default (as defined in the Security Agreement and hereinafter called an "Event of Default"), and grants Assignee a security interest in, all of Assignor's right, title, and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or

collectively referred to as the "Patents");

(ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications including, without limitation, the trademarks, service marks, and applications listed on Schedule A attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, and applications, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks"); and

(iii) the goodwill of Assignor's business connected with and symbolized by the Marks.

3. Restrictions on Future Agreements. Assignor agrees and covenants that, until the Secured Obligations shall have been satisfied in full and the Security Agreement shall have been terminated, and except as may otherwise be provided in the Security Agreement, Assignor will not, without Assignee's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees and covenants that without Assignee's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Assignee under this Assignment. Assignor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents or Marks without receiving the prior written consent of Assignee thereto.

4. Representations, Covenants and Warranties of Assignor. Assignor represents, warrants, and covenants (to the best of Assignor's knowledge with respect to any Patents and Marks which are licensed by third parties to Assignor) that: (i) the Patents and Marks are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and, to the best of Assignor's knowledge, are not currently being challenged in any way; (ii) none of the Patents or Marks have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents and Marks is valid and enforceable and Assignor is unaware of any invalidating prior act (including public uses and sales) relative to the Patents or Marks, and is unaware of any impairments to the Patents or Marks which would have a material adverse effect on the validity and/or enforceability of the Patents or Marks; (iv) to the best of Assignor's knowledge, no claim has been made that the use of any of the Patents or Marks constitutes an infringement; (v) Assignor owns the entire right, title and interest in and to each of the Patents and Marks free and clear of any Liens and encumbrances of every kind and nature; (vi) the Patents and Marks listed on Schedule A constitute all such items in which Assignor has any right, title or interest; (vii) Assignor has the unqualified right to enter into this Agreement and perform its terms; (viii) Assignor will continue to use proper statutory notice in connection with its use of the Patents and Marks; and (ix) Assignor will use standards of quality in its manufacture of products sold under the Patents and Marks consistent with those currently employed by it.

5. New Patents and Licenses. If, before the Secured Obligations are satisfied in full, Assignor (i) obtains rights to any new patentable inventions, patents, patent applications, trademarks, service marks, trademark or service mark registrations, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Assignee written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Schedule A to include such rights.

6. Royalties; Terms. Assignor hereby agrees that the use by Assignee of all Patents and Marks as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents or Marks, or (ii) payment in full of the Secured Obligations and termination of the Security Agreement.

7. Grant of License to Assignor. Assignee hereby grants to Assignor the royalty-free, exclusive, nontransferable right and license, for Assignor's own benefit and account and no other, to use the Marks and to make, have made, use, and sell the inventions disclosed and claimed in the Patents. Such right and license shall be exercisable by Assignor only until the occurrence of an Event of Default. Except as otherwise permitted by the Security Agreement, Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the right and license granted to Assignor in this Section without the prior written consent of Assignee. From and after the occurrence of an Event of Default and notice to such effect from the Assignee to the Assignor, Assignor's license with respect to the Patents and Marks as set forth in this Section 7 shall terminate forthwith.

8. Assignee's Right to Inspect. Assignee shall have the right, at any reasonable time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records, and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of an Event of Default and notice by Assignee to Assignor of Assignee's intention to enforce its rights and claims against any of the Patents and Marks, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Marks consistent with the quality of products now manufactured by Assignor.

9. Termination of Assignee's Security Interest. This Assignment is made for collateral purposes only. Upon payment in full of the Secured Obligations and termination of the Security Agreement, all remaining right, title, and interest in and to the Patents and Marks shall automatically revert to Assignor. In such event, Assignee shall, at Assignor's expense, execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revert in Assignor, all right, title, and interest in and to the Patents and Marks, subject to any prior disposition thereof that may have been made by Assignee pursuant hereto or pursuant to the Security Agreement.

10. Duties of the Assignor. Until the Secured Obligations are satisfied in full and the Security Agreement is terminated, Assignor shall have the duty (i) to prosecute diligently any patent application

of the Patents and any application respecting the Marks pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks and service marks, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, and in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any pending patent application, trademark application, service mark application, patent, trademark, or service mark without the written consent of Assignee.

11. Assignee's Right to Sue. After the occurrence of an Event of Default and so long as such Event of Default has not been waived, and after the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims in the Patents and Marks, Assignee shall have the right, but shall in no way be obligated, to bring suit and take other action in its own name to enforce or otherwise protect, preserve, or realize upon the Patents and Marks. If Assignee shall commence any such suit or take any such action, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such action. Assignor shall, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise or delay in exercising, on the part of the Assignee, any right, power, or privilege hereunder or under the Security Agreement shall operate as a waiver thereof. No single or partial exercise of any right, power, or privilege hereunder or under the Security Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

13 Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment.

14. Modification. This Assignment cannot be altered, amended, or modified in any way, except as specifically provided with respect to the additions referred to in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies. All of Assignee's rights and remedies with respect to the Patents and Marks, whether established hereby or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised individually or concurrently. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents and Marks may be enforced.

16. Power of Attorney. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence of an Event of Default, to (i) endorse Assignor's name on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for

Assignee in the use of the Patents and Marks, (ii) take any other actions with respect to the Patents or Marks as Assignee deems in good faith to be in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents or Marks to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents or Marks to any Person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Secured Obligations shall have been satisfied in full and the Security Agreement shall have been terminated. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents or Marks may be enforced. Assignor hereby releases the Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein.

17. Effect on Security Agreement. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Security Agreement but rather is intended to facilitate the exercise of such rights and remedies.

18. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns and shall inure to the benefit of Assignee, its nominees, successors, and assigns.

19. Governing Law. This Assignment shall be deemed to have been executed and delivered in Connecticut, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Connecticut.

[Signature Page follows]

WITNESS the due execution hereof as of the date first above written.

CPULSE, LLC

By: John W. Geyer

Name (Print): John W. Geyer

Title: Manager

Accepted:

GARTNER, INC.

By: Regina Paolillo

Its: Regina Paolillo
EVP and CFO

State of Connecticut)

ss. Stamford

County of Fairfield)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Geyer, whose name as Manager of cPulse, LLC., a limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she as such officer and with full authority, execute the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of April, 2001.

Judith A. Mikusky
Notary Public

Judith A. Mikusky
My Commission Expires: March 31, 2004

[NOTARIAL SEAL]

SCHEDULE A

PATENTS AND MARKS

1. **Patents filed with the U.S. Patent and Trademark Office**

Patent Title	Date of Filing	Serial Number
System and Method for Monitoring and Analyzing Customer Activity	4/28/99	60/131,372

2. **Patent applications sent to the U.S. Patent and Trademark Office**

Patent Title	Date of Mailing
System and Method for Monitoring Consumer Preferences	4/5/01

3. **Service mark filed with the U.S. Patent and Trademark Office**

Pending Service Marks	Date of Filing	Serial Number
CPULSE	8/11/99	75/773,258