

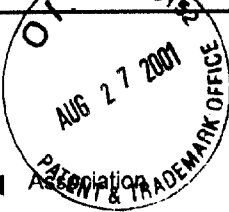
11-09-2001



101893180

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

1. Name of conveying party(ies):
Greenfield Online, Inc.
08/27/01
 Individual(s)
 General Partnership
 Corporation-State DE
 Other _____
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: CA Zip: 95054
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State CA
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: August 9, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
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: Christopher E. Kondracki
Internal Address: _____
Street Address: 2001 Jefferson Davis, Hwy.,
Suite 505
City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 32
7. Total fee (37 CFR 3.41).....\$ 815.00
 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.
Christopher E. Kondracki *ChE Kondracki* *8/27/01*
Name of Person Signing Signature Date

29

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

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

08/29/2001 TDIRA21 00000159 75415643
01 FC:481 40.00 OP
02 FC:482 775.00 OP

**Trademark Applications
Continuation of Item 4A**

Mark	Filing Date	Applications
FocusChat™	1/9/98	75/415,643
FocusChat Asp SM	4/20/01	76/244,540
Go Shop SM	8/4/99	75/767,511
Digital Voter SM	10/30/98	75/591,529
Digital Opinon SM	1/11/00	75/893,733
How Soon Do You Need To Know? SM	11/19/99	75/854,180
Interactive Insights SM	8/24/98	75/541,778
Interactive Insights™	8/18/00	76/112,154
Interconnect SM	3/10/99	75/657,504
Know Today What Your Customers Need Tomorrow SM	11/19/99	75/854,106
Leading the Research Revolution SM	5/2/00	76/039,788
Like 20/20 Hindsight Upfront/Online SM	1/6/00	75/888,779
NetCatch SM	1/9/98	75/415,641
PeoplePulse	7/10/00	76/085,994
QuickTake™	6/14/99	75/727,729
QuickTake.Com SM	8/26/99	75/786,075
QuickTake It! SM	8/26/99	75/786,076
Logo (QuickTake)™	9/24/99	75/809,109

**Trademark Applications
Continuation of Item 4A**

Room of Knowledge	3/30/00	76/013,892
The Online Think Tank TM	3/16/99	75/661,511
Tradeshow Tracker SM	10/9/98	75/568,365
Vets & Pets SM	1/11/99	75/618,700
Video FocusChat	5/2/00	76/038,930
WebRocket SM	6/16/00	76/072,109

**Trademark Registrations
Continuation of Item 4B**

Mark	Filing Date	Registrations
Digital Consumer SM	3/22/99	2,430,772
FieldSource SM	3/12/97	2,254,105
FocusChat SM	4/14/99	2,387,349
MindStorm SM	4/14/99	2,392,988
MindStorm TM	7/17/98	2,433,909
NetReach SM	1/9/98	2,291,510
NetTap SM	1/9/98	2,324,860
Research Revolution SM	1/9/98	2,267,753

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 9th day of August, 2001 by and between **GREENFIELD ONLINE, INC.**, a Delaware corporation with its principal place of business at 21 River Road, Wilton, Connecticut 06897 ("Grantor"), and **SILICON VALLEY BANK**, a California banking corporation ("Lender").

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Accounts Receivable Financing Agreement of even date herewith, between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined therein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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");

(e) Any 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");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

TRADEMARK

REEL: 002365 FRAME: 0254

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT
DESCRIPTION

REGISTRATION
NUMBER

DATE OF
ISSUANCE

None

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST OF PUBLIC DATE DISTRIBUTION</u>
SurveyRounter Computer Software		5/10/01	2001	n/a
SuccessScreen Computer Software		5/10/01	2001	n/a
QuickTake Computer Software		5/10/01	2001	n/a
QMS Computer Software		5/10/01	2001	n/a
DAT Computer Software		5/10/01	2001	n/a
NetTap Computer Software		5/10/01	2001	n/a
FocusChat Computer Software		5/10/01	2001	n/a
MindStorm Computer Software		5/10/01	2001	n/a
Survey Wizard Computer Software		5/10/01	2001	n/a

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT</u> <u>DESCRIPTION</u>	<u>DATE OF</u> <u>CREATION</u>	<u>FIRST DATE</u> <u>OF</u> <u>DISTRIBUTION</u>	<u>DATE AND</u> <u>RECORDATION</u> <u>NUMBER OF IP</u> <u>AGREEMENT WITH</u> <u>OWNER OR ORIGINAL</u> <u>GRANTOR IF</u> <u>AUTHOR OR OWNER</u> <u>OF COPYRIGHT</u> <u>IS DIFFERENT</u> <u>FROM GRANTOR</u>	<u>ORIGINAL AUTHOR</u> <u>OR OWNER OF</u> <u>COPYRIGHT IS</u> <u>DIFFERENT FROM</u> <u>GRANTOR</u>
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See Attached

(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 intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on EXHIBIT E attached hereto; and

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

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

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

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses now existing or hereafter granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any intellectual property agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable in the United States, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and to its knowledge, no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) promptly advise Lender in writing of material infringements detected of the Trademarks, Patents, Copyrights, and Mask Works and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's material Copyrights (including all software), if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property

Collateral, in favor of Lender a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements in the appropriate jurisdictions and the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's

discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify this IP Agreement, after notifying Grantor, without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. **Events of Default.** The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

- (a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or
- (b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. **Remedies.** Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. **Indemnity.** Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. **Reassignment.** At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. **Attorneys' Fees.** If any action relating to this IP 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.

13. **Amendments.** This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. **Counterparts.** This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

16. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Borrower; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) is necessary for Lender to exercise its remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender does not know that the third party is prohibited from disclosing the information.

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

GRANTOR:

GREENFIELD ONLINE, INC.

By: *Dean Wiltse*

Name: Dean WILTSE

Title: Pres. & CEO

656527.2

Unregistered copyrights

Copyright Description	Date of Cre	First Date of Dis	Author
Shopping Index - a quarterly report about online shopping/consumer perception	May-99	May-99	Greenfield Online
Online Holiday Shopping - A report about online shopping practices. Produced only once.	January '01	Jan'01	Greenfield Online
Digital Drugstore - An annual report that details consumers online prescription drug purchasing activities	Nov '99	Nov'99	Greenfield Online
NetStyles - A study that details the impact of the Internet on family life. A semi-annual report.	May '99	May '99	Greenfield Online
Gay And Lesbian Shopping Index - Annual study that details lesbian and gay groups online shopping activities.	Sept '99	Sept '99	Greenfield Online
Cruising for Cars on the Information Highway - A report that details consumers car buying activities and how the Internet is usec	Aug '99	Aug '99	Greenfield Online
Eye on Apparel	Aug '99	Aug '99	Greenfield Online
Home for the Holidays - an annual report that online consumers holiday shopping and travel activities.	Aug '99	Aug '99	Greenfield Online
Dollars & Sense - An annual report that details online consumers investing activities	Aug '99	Aug '99	Greenfield Online
Executives in Motion - a semi-annual study that reports findings about executives opinions about travel and transportation, how w	June '99	June '99	Greenfield Online
Ordering Groceries Online - A semi-annual report about consumer online grocery buying activities.'	June '99	June '99	Greenfield Online
What are the Odds? - An annual study that details online gaming practices.	May '99	May '99	Greenfield Online
Surfin for a Livin - A single study about online job search.	May'00	May'00	Greenfield Online
Ticker Jitters - annual study about online investing.	April '99	April '99	Greenfield Online
Surfing Seniors - An annual study about the online habits of 50+ market	April '99	April '99	Greenfield Online
Brides Decide - An annual study about the bridal industry, online shopping/planning activities.	April '99	April '99	Greenfield Online

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated Aug 9, 2001.

EXHIBIT "B"

PATENTS

<u>PATENT DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO</u>	<u>FILING DATE</u>	<u>STATUS</u>
FocusChat: A System and Method for Conducting Focus Groups Using Remotely Loacated Participants Over a Computer Network	GRNFLD001xx	USA	09/236,143	January 22, 1999	Granted July 3, 2001 #US 6,256,663
MindStorm: System and method of Conducting	GRNFLD002xx	USA	09/314,085	May 18, 1999	Pending
QuickTake	0977/61905/NHZ/PT	USA	09/595,128	June 16, 2000	Pending

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated Aug 9, 2001.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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See Attached

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated Aug 9, 2001.

EXHIBIT "D"

MASK WORKS

MASK WORK

<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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Exhibit "E" attached to that certain Intellectual Property Security Agreement dated Aug 9, 2001.

EXHIBIT "E"

LICENSES

License Agreement between Greenfield Online, Inc. and The Greenfield Consulting Group, LLC., licensing exclusive use of the mark, "Greenfield Online" mark, worldwide, royalty-free, perpetual, as supplemented an agreement dated January 12, 2000, licensing to Greenfield Online, Inc. the limited use of the mark "Greenfield."

656527.1

GREENFIELD ONLINE, INC.

U.S. TRADEMARK/SERVICE MARK STATUS REPORT - August 6, 2001

Trademark/ Service Mark	T & T Search	Type of Trademark Application	Serial Number	Amendment to Allege Use	Review by Trademark Examiner/ Approved for Publication	Publication Date	Notices of Allowance/ Opposition	Request for Extension of Time to File Statement of Use	Statement of Use	Registration Certificate	Section 8 Use Aff. (5-6 yrs.)	Section 15 Aff. (Incontestability) (5 yrs.)	Section 9 Renewal (10 yrs.) (6 mos. from expiration)
DIGITAL CONSUMER SM	N	USE filed 3/22/99	75-665,715		Approved for Publication	12/5/00				Registered Principal Register 2/27/01 #2,430,772	Must file § 8/15 Affidavit between 2/27/06-2/27/07 DOCKETED	Section 15 Aff. (Incontestability) (5 yrs.)	Must file § 8/9 Renewal between 8/27/10-2/27/11 DOCKETED
FIELDSOURCE SM	---	ITU filed 3/12/97	75-255,969		Approved for Publication	9/29/98				Registered - Principal Register 6/15/99 #2,254,105	Must file § 8/15 Affidavit between 6/15/04-6/15/05 DOCKETED	Section 15 Aff. (Incontestability) (5 yrs.)	Must file § 9 Renewal between 12/15/08- 6/15/09- DOCKETED
FOCUSCHAT SM	---	USE filed 4/14/99	75-686,274		Approved for Publication	5/26/00				Registered - Principal Register 9/19/00 #2,387,349	Must file § 8/15 Affidavit between 9/19/05-9/19/06 DOCKETED	Section 15 Aff. (Incontestability) (5 yrs.)	Must file § 8/9 Renewal between 3/19/10-9/19/10 DOCKETED
MINDSTORM SM	---	USE filed 4/14/99	75-682,551		Approved for Publication	6/16/00				Registered - Principal Register 10/10/00 #2,392,988	Must file § 8/15 Affidavit between 10/10/05-10/10/06 DOCKETED	Section 15 Aff. (Incontestability) (5 yrs.)	Must file § 8/9 Renewal between 4/10/10-10/10/10 DOCKETED
MINDSTORM TM	---	ITU filed 7/17/98	75-521,238		Approved for Publication	9/7/99				Registered - Principal Register 3/6/01 #2,433,909	Must file § 8/15 Affidavit between 3/6/06-3/6/07 DOCKETED	Section 15 Aff. (Incontestability) (5 yrs.)	Must file § 8/9 Renewal between 9/6/10-3/6/11 DOCKETED

SM= service mark (services)


TM= trademark (goods)

TRADEMARK

Trademark / Service Mark	T & T Search	Type of Trademark Application	Serial Number	Amendment to Allege Use	Review by Trademark Examiner/ Approved for Publication	Publication Date	Notice of Allowance/ Opposition	Request for Extension of Time to File Statement of Use	Statement of Use	Registration Certificate	Section 8 Use AIT. (5-6 yrs.)	Section 15 AIT. (Incontestability) (5 yrs.)	Section 9 Renewal (10 yr.) (6 mos. from expiration)	
NETREACH SM	---	ITU filed 1/9/98	75-415,640		Approved for Publication	12/8/98				Registered Principal Register 11/9/09 #2,291,510	Must file 8/15 Affidavit between 11/9/04 - 11/9/05 DOCKETED	Must file 8/9 Affidavit between 11/9/09 - 11/9/09 DOCKETED	Must file 8/9 Renewal between 5/9/09 - 11/9/09 DOCKETED	
NETTAP SM	---	ITU filed 1/9/98	75-415,642		Approved for Publication	12/15/98				Registered - Principal Register 2/29/00 #2,324,860	Must file Section 8/15 Affidavit between 2/29/05-2/29/06 DOCKETED	Must file Renewal between 8/29/09- 2/29/10 DOCKETED	Must file 8/9 Renewal between 8/29/09- 2/29/10 DOCKETED	
RESEARCH REVOLUTION SM	---	ITU filed 1/9/98	75-415,639		Approved for Publication	12/8/98				Registered - Principal Register 8/3/99 #2,267,753	Must file § 8/15 Affidavit between 8/3/04-8/3/05 DOCKETED	Must file § 9 Renewal between 2/3/09-8/3/09 DOCKETED	Must file § 9 Renewal between 2/3/09-8/3/09 DOCKETED	
DIGITAL VOTER SM	Y	ITU filed 10/30/98	75-591,529		Approved for Publication		Allowance issued 3/21/00							Advised by client on 9/12/00 to abandon application
DIGITAL OPINION SM	Y	ITU filed 1/11/00	75-893,733		Non-Final Office Action issued 7/6/00 MUST RESPOND BY 1/6/01 DOCKETED Response filed 1/4/01									

TRADEMARK

SM = service mark (services)
TM = trademark (goods)


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FOCUSCHAT™	---	ITU filed 1/9/98	75-415,643		Approved for Publication	12/15/98	Notice of Opposition filed by Information Builders, Inc. 2/17/99 MUST FILE ANSWER BY 3/27/99 Answer filed 3/18/99		Express Abandonment filed 7/1/99 as a result of settlement of Opposition				
FOCUSCHAT ASP SM	N	ITU filed 4/20/01	76-244,540		Non-Final Office Action issued 6/22/01 MUST RESPOND BY 12/22/01 DOCKETED								
GO SHOP SM	Y	ITU filed 8/4/99	75-767,511		Non-Final Office Action issued 11/19/99 MUST RESPOND BY 5/19/00 DOCKETED				Advised by client to abandon application				

TRADEMARK

REEL: 002365 FRAME: 0268

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HOW SOON DO YOU NEED TO KNOW? SM	Y	ITU filed 11/19/99	75-854,180		Approved for Publication	6/27/00	Allowance issued 9/19/00	1 st Extension approved Must file 2 nd Extension by 9/19/01 DOCKETED					
INTERACTIVE INSIGHTS SM	Y	ITU filed 8/24/98	75-541,778		Non-Final Office Action No. 2 issued 2/16/00 MUST RESPOND BY 8/16/00 DOCKETED								
INTERACTIVE INSIGHTS TM	N	USE filed 8/18/00	76-112,154		Non-Final Office Action issued 2/27/01 MUST RESPOND BY 8/27/01 DOCKETED								
INTERCONNECT SM	Y	ITU filed 3/10/99	75-657,504		Approved for Publication	5/26/00	Allowance issued 9/19/00	Must file 2 nd SOU/Extension by 9/19/01 DOCKETED	SOU filed 3/16/01				

Advised by client to abandon application and refile for use as trademark in printed publications

TRADEMARK


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Trademark/ Service Mark	T & I Search	Type of Trademark Application	Serial Number	Amendment to Allege Use	Review by Trademark Examiner/ Approved for Publication	Publication Date	Notice of Allowance/ Opposition	Request for Extension of Time to File Statement of Use	Statement of Use	Registration Certificate	Section 8 Use Aff. (5-6 yrs.)	Section 15 Aff. (Incontestability) (5 yrs.)	Section 9 Renewal (10 yrs.) (6 mos. from expiration)
KNOW TODAY WHAT YOUR CUSTOMERS NEED TOMORROW SM	Y	ITU filed 11/19/99	75-854,106		Approved for Publication	10/3/00	Allowance issued 12/26/00	1 st Extension granted 7/12/01 MUST FILE SOU/2nd Extension by 12/26/01 DOCKETED					
LEADING THE RESEARCH REVOLUTION SM	N	USE filed 5/2/00	76-039,788		Non-Final Office Action issued 11/7/00 MUST RESPOND BY 5/7/01 DOCKETED Response filed 5/1/01								
LIKE 20/20 HINDSIGHT UPFRONT/ONLINE SM	Y	ITU filed 1/6/00	75-888,779	AAU accepted 6/28/01	Non-Final Office Action issued 6/19/00 MUST RESPOND BY 12/19/00 DOCKETED Response filed 11/28/00								
NETCATCH SM	---	ITU filed 1/9/98	75-415,641		Approved for Publication	12/8/98	Allowance issued 3/2/99	Must file SOU or Extension by 9/2/99 DOCKETED				Express Abandonment filed 4/8/99 at client's request	

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PEOPLEPULSE	Y	ITU filed 7/10/00	76-085,994		Non-Final Office Action issued 2/12/01 MUST RESPOND BY 8/12/01 DOCKETED								
QUICKTAKE™	Y	ITU filed 6/14/99	75-727,729		Approved for Publication	9/5/00	Allowance issued 11/28/00	Must file SOU/Extension by 11/28/01 DOCKETED Extension filed 5/24/01	SOU filed 7/12/01 Confirm acceptance by 11/28/01				
QUICKTAKE.COM SM	---	ITU filed 8/26/99	75-786,075	AAU Accepted 11/21/00	Approved for Publication	4/24/01							
QUICKTAKE.ITI, SM	---	ITU filed 8/26/99	75-786,076		Approved for Publication	9/5/00	Allowance issued 11/28/00	Must file SOU/Extension by 5/28/01 DOCKETED Extension filed 5/24/01	SOU filed 7/12/01 Confirm acceptance by 11/28/01				

TRADEMARK

REEL: 002365 FRAME: 0271

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LOGO (QuickTake) TM	--	ITU filed 9/24/99	75-809,109	AAU accepted 1/20/01	Non-Final Office Action issued 5/5/00 MUST RESPOND BY 11/5/00 DOCKETED Response filed 10/19/00								
ROOM OF KNOWLEDGE	Y	ITU filed 3/30/00	76-013,892		Non-Final Office Action issued 12/20/00 MUST RESPOND BY 6/20/01 DOCKETED				Advised by client to abandon application				
THE ONLINE THINK TANK TM	Y	ITU filed 3/16/99	75-661,511		Approved for Publication	2/27/01	Allowance issued 5/22/01	Must file SOU/Extension by 11/22/01 DOCKETED					
TRADESHOW TRACKER SM	Y	ITU filed 10/9/98	75-568,365		Non-Final Office Action issued 6/22/99 MUST RESPOND BY 12/22/99 DOCKETED				Advised by client to abandon application				

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Trademark/ Service Mark	T. & T Search	Type of Trademark Application	Serial Number	Amendment to Allege Use	Review by Trademark Examiner/ Approved for Publication	Publication Date	Notice of Allowance/ Opposition	Request for Extension of Time to File Statement of Use	Statement of Use	Registration Certificate	Section 8 Use Aff. (5-6 yrs.)	Section 15 Aff. (Incontestability) (5 yrs.)	Section 9 Renewal (10 yrs.) (6 mos. from expiration)
VETS & PETS SM	Y	ITU filed 1/11/99	75-618,700		Approved for Publication	4/4/00	Allowance issued 10/17/00	Must file SOU/Extension by 4/17/01 DOCKETED					
VIDEO FOCUSCHAT	Y	ITU filed 5/2/00	76-038-930		Non-Final Office Action issued 11/29/00 MUST RESPOND BY 5/29/01 DOCKETED Response filed 5/22/01								
VISIBLE ENTERPRISE	Search ordered 6/25/01												
WEBROCKET SM	Y	ITU filed 6/16/00	76-072,109										

Express Abandonment filed 2/13/01

Advised by client to abandon application - Abandonment filed 5/24/01

FOREIGN TRADEMARK STATUS REPORT - August 6, 2001

Trademark/Service Mark	Country/Region	Serial/ Application Number	TM Examiner Review/Approval	Published for Opposition	Registration Certificate	Declaration of Use/Continued Use Filings	Expiration Date/Status	Renewal Filings
RESEARCH REVOLUTION								
	Brazil	Letter sent to client on 10/18/00 Advised by client to suspend efforts until further notice.						
	Japan	Filed 8/31/00 #2000-95870	Publication of Unexamined Application 9/28/00					
	Mexico	Letter from agent proceeding with filing 6/18/01 POA to client						
NETREACH								
	Brazil	Letter sent to client on 10/18/00 Advised by client to suspend efforts until further notice.						
	Japan	Filed 8/31/00 #2000-95869	Publication of Unexamined Application 9/28/00					
	Mexico	Letter from agent proceeding with filing 6/18/01 POA to client						

Trademark/Service Mark	Country/Region	Serial/ Application Number	TM Examiner Review/Approval	Published for Opposition	Registration Certificate	Declaration of Use/Confirmed Use Filings	Expiration Date/Status	Renewal Filings
NETTAP	Brazil	Letter sent to client on 10/18/00 Advised by client to suspend efforts until further notice.						
	Japan	Filed 8/31/00 #2000-95868	Publication of Unexamined Application 9/28/00					
FIELDSOURCE	Brazil	Letter sent to client on 10/18/00 Advised by client to suspend efforts until further notice.						
	Japan	Filed 8/31/00 #2000-95867	Publication of Unexamined Application 9/28/00					
	Mexico	Letter from agent proceeding with filing 6/18/01 POA to client						

Trademark/Service Mark	Country/Region	Serial/ Application Number	TM Examiner Review/Approval	Published for Opposition	Registration Certificate	Declaration of Use/Continued Use Filings	Expiration Date/Status	Renewal Filings
FOCUSCHAT	Brazil	Letter sent to client on 10/18/00 Advised by client to suspend efforts until further notice.						
	Japan	Filed 8/31/00 #2000-95866	Publication of Unexamined Application 9/28/00					
	Mexico	Letter from agent proceeding with filing 6/18/01 POA to client						
MINDSTORM	Brazil	Letter sent to client on 10/18/00 Advised by client to suspend efforts until further notice.						
	Japan	Filed 8/31/00 #2000-95865	Publication of Unexamined Application 9/28/00					
	Mexico	Letter from agent proceeding with filing 6/18/01 POA to client						

Trademark/Service Mark	Country/Region	Serial/ Application Number	TM Examiner Review/Approval	Published for Opposition	Registration Certificate	Declaration of Use/Continued Use Filings	Expiration Date/Status	Renewal Filings
QUICKTAKE	Brazil	Letter sent to client on 10/18/00 Advised by client to suspend efforts until further notice.						
	Japan	Filed 9/13/00 #2000-100576	Publication of Unexamined Application 10/13/00					
	Mexico	Letter from agent proceeding with filing 6/18/01 POA to client						
QUICKTAKE.COM	Brazil	Letter sent to client on 10/18/00 Advised by client to suspend efforts until further notice.						
	Japan	Filed 8/31/00 #2000-93864	Publication of Unexamined Application 9/28/00					
	Mexico	Letter from agent proceeding with filing 6/18/01 POA to client						

Trademark/Service Mark	Country/Region	Serial/ Application Number	TM Examiner Review/Approval	Published for Opposition	Registration Certificate	Declaration of Use/Continued Use Filings	Expiration Date/Status	Renewal Filings
DIGITAL OPINION	Brazil	Letter sent to client on 10/18/00 Advised by client to suspend efforts until further notice.						
	Japan	Filed 8/31/00 #2000-95863	Publication of Unexamined Application 9/28/00					
	Mexico	Letter from agent proceeding with filing 6/18/01 POA to client						

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