

12-28-2001

U.S. Department of Commerce
Patent and Trademark Office

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12-28-01

101927461

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

1. Name of conveying party: Gomez, Inc.

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

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

2. Name and Address of receiving party

Name: GZ Advisors, Inc.

Address: 610 Lincoln Street
Waltham, Massachusetts 02451

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Effective Date: NOVEMBER 8, 2001

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

A. Trademark Application No.(s)
GOMEZ 75/777888
THE ECOMMERCE AUTHORITY 75/777946
GOMEZ.COM 75/777947

B. Trademark Registration No.(s)
GOMEZWIRE 2,309,183

Additional numbers attached? Yes No

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

Hayley M. Smith
Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... \$ 115
 Enclosed

Any deficiency is authorized to be charged to
Deposit Account No. 111098

8. Deposit Account No. 111098

(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.

JOHN LYNN

Name of Person Signing

Signature

12/27/01

Date

12/28/2001 JJALLAH2 00000022 75777888

01 FC:481
02 FC:482

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

COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENT
WASHINGTON D.C. 20231

TRADEMARK
REEL: 002413 FRAME: 0936

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 8th day of November, ("Effective Date"), by and between Gomez, Inc., a corporation organized under the laws of the State of Delaware, with its principal office at 610 Lincoln Street, Waltham, Massachusetts, 02451 ("Assignor"), and GZ Advisors, Inc., a corporation organized under the laws of the State of Delaware, with its principal office at 610 Lincoln Street, Waltham, Massachusetts, 02451 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed, inter alia, to assign to Assignee assets relating to the intellectual property of Assignor's business, including, without limitation: (a) those United States trademark registrations identified and set forth on Schedule A; (b) those foreign trademark registrations identified and set forth on Schedule B (the foregoing collectively referred to herein as the "Marks"); and (c) the goodwill of the business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to

any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark in the United States and any foreign equivalents.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.


* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 8th day of November, 2001.

GOMEZ, INC.

By: _____
Name: _____
Title: _____

GZ ADVISORS, INC.

By:  _____
Name: _____
Title: _____

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 8th day of November, 2001.


GOMEZ, INC.

By:

Name: _____
Title: _____

GZ ADVISORS, INC.

By:



Name: _____
Title: _____

Schedule A: U.S. Trademark Registrations

TRADEMARK TRACKER

Last Updated:07-13-01

MARK:	Country	Status	Registration #
GOMEZ	USA	Pending	75/777888
GOMEZ.COM	USA	Pending	75/777947
GOMEZWIRE	USA	Registered; Remain in force for 10 years	2309183
THE ECOMMERCE AUTHORITY	USA	Pending	75/777946

Schedule B: Foreign Trademark Registrations

TRADEMARK TRACKER

Last Updated:07-13-01

MARK:	Country	status	Registration #
GOMEZ	AU	Registered	810211
GOMEZ	CA	Pending	1032051
GOMEZ	EU	Published	1342005
GOMEZ	HK	Pending	2189/2000 & 2188/2000
GOMEZ	KR	Pending	21849/2000
GOMEZ	SG	Pending; Class 35 Registered	T99/11674D
<u>GOMEZ</u>	<u>SG</u>	<u>Registered</u>	<u>T99/11675B</u>
GOMEZ.COM	AU	Registered	810212
GOMEZ.COM	CA	Pending	1032050
GOMEZ.COM	EU	Published	1341981
GOMEZ.COM	HK	Pending	2190/2000 & 2191/2000
GOMEZ.COM	SG	Registered	T99/11672H
<u>GOMEZ.COM</u>	<u>SG</u>	<u>Registered</u>	<u>T99/11673F</u>
GOMEZWIRE	AU	Registered	802068
GOMEZWIRE	CA	Published	1032368
GOMEZWIRE	EU	Registered; Remain in force for 10 years	1259530
GOMEZWIRE	HK	Pending	10098199
GOMEZWIRE	SG	Registered	T99/08151G
THE ECOMMERCE AUTHORITY	CA	pending	1032047
THE ECOMMERCE AUTHORITY	KR	Pending	17642/2000
THE ECOMMERCE AUTHORITY	SG	Pending	T99/11667A
SCORECARD	CA	Pending	10320471032049
SCORECARD	KR	Pending	16677/2000
SCORECARD	SG	Published	T99/11670A (cl. 35)
<u>SCORECARD</u>	<u>SG</u>	<u>Published</u>	<u>T99/11671Z</u>
<u>SCORECARD</u>	<u>AU</u>	<u>Registered</u>	<u>810213</u>
<u>SCORECARD</u>	<u>EU</u>	<u>Pending</u>	<u>1342013</u>
INTERNET BROKER	AU	Pending	810214

SCORECARD INTERNET BROKER SCORECARD	KR	Pending	16678/2000
INTERNET BROKER SCORECARD	SG	Pending	<u>T99/11669H (cl. 42); Companion Case:</u>
INTERNET BROKER SCORECARD	CA	Pending	<u>T99/11668Z - registered (cl. 35)</u> 1032048