

01-03-2002

U.S. Department of Commerce
Patent and Trademark Office



SHEET

101932746

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

1. Name of conveying party: GZ ADVISORS, 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: Dolphin Communications Fund, L.P.

Address: 750 Lexington Avenue, 16th Floor
New York, New York 10022

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

12/27/01
Date

01/02/2002 JJALLAH2 00000013 75777888

Total number of pages including cover sheet, attachments, and document: 28

01 FC:481
02 FC:482

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

TRADEMARK
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

November 8, 2001

from

GZ ADVISORS, INC.

to

**DOLPHIN COMMUNICATIONS FUND, L.P.
(AS COLLATERAL AGENT)**

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SCHEDULES

- Schedule I - Patents and Patent Applications
- Schedule II - Trademark Registrations and Applications
- Schedule III - Copyright Registrations and Applications
- Schedule IV - Licenses

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of November 8, 2001, made by and among GZ ADVISORS, INC. (to be renamed GOMEZ, INC.), a Delaware corporation and the successor in interest to Gomez, Inc., a Delaware corporation ("Old Gomez") pursuant to the Purchase Agreement (the "Grantor"), in favor of Dolphin Communications Fund, L.P., a Delaware limited partnership (the "Collateral Agent"), as agent for the Purchasers (as defined below). All capitalized terms used herein, unless otherwise defined, shall be defined as provided in the Note Purchase Agreement (as defined below).

WHEREAS, the Grantor, each of the Purchasers (as defined in the Note Purchase Agreement, the "Purchasers") and the Collateral Agent have entered into a Secured Convertible Note Purchase Agreement dated as of the date hereof (as in effect from time to time, the "Note Purchase Agreement"), pursuant to which the Purchasers will extend certain loans to the Grantor;

WHEREAS, as a condition to the Purchasers' extension of loans under the Note Purchase Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Purchasers, security interests in certain of the assets of the Grantor, as security for the Grantor's obligations under the Note Purchase Agreement and the notes issued pursuant thereto; and

WHEREAS, it is a condition to extending loans under the Note Purchase Agreement that the Grantor enter into this Agreement for the benefit of the Purchasers.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby enter into this Agreement and agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants and pledges to the Collateral Agent for its benefit and for the ratable benefit of the Collateral Agent and each Purchaser (including the Collateral Agent in its capacity as a Purchaser) based on the outstanding principal amount of the Notes held by them, and the other Secured Obligations from time to time owing to them, a security interest in the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Grantor, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell the same, (ii) the right to sue or otherwise recover for any misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, whether statutory or common law, and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Copyrights");

(d) all license agreements with any other Person in connection with any of the Patents, Trademarks or Copyrights, or such other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement entered into between the Grantor and the Collateral Agent on the date hereof (as in effect from time to time, the "Security Agreement")) now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the "Licenses" and each a "License"); and

(e) all proceeds of any of the foregoing Patents, Trademarks, Copyrights and Licenses, including, without limitation, any claims by any Guarantor against third parties for infringement of the Patents, Trademarks, Copyrights or Licenses.

(f) Notwithstanding the foregoing but subject to the provisions of this Agreement, the Security Agreement and the Note Purchase Agreement, the lien and security

interest granted herein to the Collateral Agent shall be subject to all existing prior liens and contractual obligations of the Grantor (including as assignee of Old Gomez) set out on Schedule A to the Security Agreement.

SECTION 2. Security for Secured Obligations; Certain Defined Terms. This Agreement secures the payment of all Secured Obligations. As used in this Agreement:

"Event of Default" shall mean any Event of Default, as that term is defined in the Notes.

"Notes" shall have the meaning that the Note Purchase Agreement assigns to that term.

"Person" shall mean an individual, a partnership, a corporation (including a business trust), a joint stock company, a trust, an unincorporated association, a joint venture or other entity or a government or any agency, instrumentality or political subdivision thereof.

"Related Agreement" shall have the meaning that the Note Purchase Agreement assigns to that term.

"Secured Obligations" shall mean the Senior Obligations and the Subordinated Obligations.

"Senior Note" shall mean any Note issued at the Subsequent Closing, as that term is defined in the Note Purchase Agreement (including any Note issued at the option of a Purchaser as provided in Section 1.2 of the Note Purchase Agreement), and any Note issued directly or indirectly, in whole or in part, in replacement or substitution thereof.

"Senior Obligations" shall have the meaning that the Note Purchase Agreement assigns to that term.

"Subordinated Note" shall mean any Note issued at the Initial Closing, as that term is defined in the Note Purchase Agreement, or any Note issued directly or indirectly, in whole or in part, in replacement or substitution thereof.

"Subordinated Obligations" shall have the meaning that the Note Purchase Agreement assigns to that term.

SECTION 3. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Collateral Agent of any of the rights or remedies hereunder shall not release the Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) the Collateral Agent shall not have any obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Collateral Agent be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. The Grantor represents and warrants as follows:

(a) the Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by the Grantor free and clear of any lien, claim, option or right of others, except for the liens and security interests created under this Agreement or other Related Agreements. No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral or listing the Grantor or any of its subsidiaries or any trade name of the Grantor or any of its subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Collateral Agent relating to this Agreement or one of the other Related Agreements, except as permitted under the Related Agreements.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by the Grantor. Set forth in Schedule II is a complete and accurate list of all trademark and service mark registrations and all trademark and service mark applications owned by the Grantor. Set forth in Schedule III is a complete and accurate list of all copyright registrations and copyright applications owned by the Grantor. Set forth in Schedule IV is a complete and accurate list of all Licenses in which the Grantor is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. The Grantor has made all necessary filings and recordations to protect and maintain its interest in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, copyright registrations and copyright applications and Licenses set forth in Schedules I, II, III and IV hereto.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, and copyright application of the Grantor set forth in Schedule I, II or III hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and the registered trademarks and service marks are valid, registrable and enforceable. Each License of the Grantor identified in Schedule IV is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and to the Grantor's knowledge is valid and enforceable. The Grantor is not aware of any uses of any item of Intellectual Property Collateral which reasonably would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral.

(d) The Grantor has not made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral. The Grantor has not granted any License (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral except as provided under any Related Agreement.

(e) This Agreement creates in favor of the Collateral Agent a valid and perfected first and only priority security interest in the Intellectual Property Collateral of the Grantor, securing the payment of the Secured Obligations except as provided under the other Related Agreements.

(f) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interests granted hereby, for the pledge by the Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledges and security interests created hereby (including the first and only priority nature of such pledges and security interests), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements are in proper form and are duly executed, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office against each copyright registration, and copyright application of the Grantor set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Collateral Agent of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement.

(g) There are no written claims or, to the Grantor's knowledge, oral claims by any third party relating to any item of Intellectual Property Collateral.

(h) No written claim or, to the Grantor's knowledge, oral claim has been made and is continuing or threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by the Grantor of any Intellectual Property Collateral does or may violate the rights of any Person. To the best of the Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property Collateral.

(i) The Grantor has taken all reasonably necessary steps to use consistent standards of quality in the manufacture, distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral and has taken all reasonably necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 5. Further Assurances.

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Collateral Agent believes may be reasonably necessary or reasonably desirable, or that the Collateral Agent may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, the Grantor will, upon the reasonable request of the Collateral Agent, with respect to the Intellectual Property Collateral owned by the Grantor, execute and file such financing or continuation statements, or

amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Collateral Agent may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby.

(b) The Grantor hereby authorizes the Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of the Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Collateral Agent may reasonably request, all in reasonable detail.

(d) The Grantor agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, copyright registration, copyright application, work of authorship or License, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, copyright registration, copyright application, work of authorship or License will automatically become part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration and copyright application set forth in Schedule I, II or III hereto, the Grantor agrees to take all reasonably necessary or desirable steps including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and copyright registration, and (ii) pursue each such patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application to which it is now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by the Grantor. The Grantor shall not discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark

registration, trademark or service mark application, copyright registration, or copyright application now or hereafter included in the Intellectual Property Collateral, unless the Grantor shall have first determined in its reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of the Grantor's business, in which case, the Grantor shall give written notice of any such abandonment or discontinuance to the Collateral Agent.

(f) The Grantor agrees to notify the Collateral Agent promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral has been determined to have become abandoned or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral, or (iii) of any adverse determination.

(g) In the event that the Grantor makes a determination in its reasonable business judgment that any item of the Intellectual Property Collateral is infringed or misappropriated by a third party, the Grantor shall promptly notify the Collateral Agent and will take such actions as the Grantor deems reasonably appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any reasonable expense in connection with such activities will be borne by the Grantor.

(h) The Grantor shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks, and copyrights contained in Schedule I, II or III.

(i) The Grantor shall take all steps which it or the Collateral Agent deems reasonably appropriate under the circumstances to preserve and protect its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 6. Transfers and Other Liens. The Grantor agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of (except as provided in Section 5(e)) or grant any option with respect to, any of the Intellectual Property Collateral, or (ii) create or suffer to exist any lien upon or with respect to any of the Intellectual Property Collateral except for the pledge and security interest created by this Agreement or the Security Agreement. Notwithstanding the foregoing, the Grantor may use cash on hand to pay trustee taxes, accrued vacation payments and employee payroll unless and until any Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuation of an Event of Default, Borrower may continue to use cash on hand to pay trustee taxes, accrued vacation and employee payroll (y) that directors and officers of the Company would otherwise be obligated to pay or (z) in respect of which the directors and officers may have personal liability, in each case to the extent that such payments are not made by the Company.

SECTION 7. The Collateral Agent Appointed Attorney-in-Fact. The Grantor hereby irrevocably appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default and upon notice to the Grantor to take any action and to execute any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable to enforce the rights of the Collateral Agent with respect to any of the Intellectual Property Collateral.

SECTION 8. The Collateral Agent May Perform. If the Grantor fails to perform any agreement contained herein, the Collateral Agent may itself, upon no fewer than five (5) days' written notice to the Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Collateral Agent incurred in connection therewith shall be borne by the Grantor.

SECTION 9. The Collateral Agent's Duties. The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon the Collateral Agent to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Intellectual Property Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Collateral Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Collateral Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Collateral Agent may exercise in respect of the Intellectual Property Collateral, other than the property subject to existing prior liens described in Section 1(f) hereof, in addition to other rights and remedies provided for herein or in any other Related Agreement or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in Commonwealth of Massachusetts at such time (the "Massachusetts Uniform Commercial Code") (whether or not the Massachusetts Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request

of the Collateral Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Collateral Agent and make them available to the Collateral Agent at a place and time to be designated by the Collateral Agent; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Collateral Agent may deem commercially reasonable; and (iii) occupy any premises owned or leased by the Grantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to the Grantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and the Grantor will supply to the Collateral Agent or its designee the Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, the Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Collateral Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Collateral Agent, be held by the Collateral Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Collateral Agent pursuant to Section 11), in whole or in part, by the Collateral Agent as provided in Section 8(d) of the Security Agreement.

(c) The Collateral Agent may exercise any and all rights and remedies of the Grantor in respect of the Intellectual Property Collateral.

(d) All payments received by the Grantor in respect of the Intellectual Property Collateral shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of the Grantor and shall be forthwith paid over to the Collateral Agent in the same form as so received (with any necessary or desirable endorsement or assignment).

SECTION 11. Indemnity and Expenses.

(a) The Grantor hereby agrees to indemnify the Collateral Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Collateral Agent's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The Grantor will, upon demand, pay to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Collateral Agent hereunder or (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

SECTION 12. Security Interest Absolute. The obligations of the Grantor under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against the Grantor to enforce this Agreement, irrespective of whether any action is brought against the Grantor or whether the Grantor is joined in any such action or actions. All rights of the Collateral Agent and the pledges and security interests created hereunder, and all obligations of the Grantor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any Related Agreement or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Related Agreement, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Grantor or any guarantor or any of their subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Secured Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or any manner of sale or other disposition of any collateral for all or any of the Secured Obligations or any other assets of the Grantor or any of its subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of the Grantor or any of its subsidiaries; or

(f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Grantor or a third party grantor of a security interest.

SECTION 13. Amendments, Waivers, Supplements, Etc.

(a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Collateral Agent and the Grantor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Collateral Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 14. Addresses for Notices. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed to be duly given if (a) personally delivered or (b) if sent by facsimile, registered or certified mail (return receipt requested) postage prepaid, or by courier guaranteeing next day delivery in each case addressed:

To the Grantor:

GZ Advisors, Inc.
600 Lincoln Street
Waltham, MA 02451
Tel: (781) 768-2100
Fax: (781) 768-2110
Attn: General Counsel

With a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston MA 02111
Tel: (617) 542-6000
Fax : (617) 542-2241
Attn: Lewis J. Geffen, Esq.

To the Collateral Agent:

Dolphin Communications Fund, L.P.
750 Lexington Avenue, 16th Floor
New York, New York 10022
Fax: (212) 446-1638
Attn: Richard Brekka

With a copy (which will not constitute notice) to:

Kirkland & Ellis
153 E. 53rd Street
Suite 3900
New York, New York 10022
Fax No.: (212) 446-4900
Attn: John Kuehn

or at such other address as such party may designate by ten (10) days advance written notice to the other party. Notices delivered personally shall be effective on the day so delivered; notices sent by registered or certified mail shall be effective five (5) days after mailing; notices sent by facsimile shall be effective when receipt is acknowledged; and notices sent by courier guaranteeing next day delivery shall be effective on the earlier of the second business day after timely delivery to the courier or the day of actual delivery by the courier.

SECTION 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (a) remain in full force and effect until the latest of (i) the indefeasible payment in full in cash of all of the Secured Obligations, (ii) the date of termination in whole of all the commitments of the Purchasers under the Note Purchase Agreement and (iii) all of the Notes are repaid in full, (b) be binding upon the Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Purchasers and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Collateral Agent may assign or otherwise transfer all or any portion of its rights and obligations under the Note Purchase Agreement (including, without limitation, all or any portion of its commitment under such Note Purchase Agreement and the Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Collateral Agent herein or otherwise.

SECTION 16. Release and Termination.

(a) Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Related Agreements, the Collateral Agent will, at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interests granted hereby; provided, however, that (i) at the time of such request and such release, no Event of Default shall have occurred and be continuing, (ii) the Grantor shall have delivered to the Collateral Agent, at least five (5) Business Days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Collateral Agent and a certification by the Grantor to the effect that the transaction is in compliance with the Related Agreements and as to such other matters as the Collateral Agent may request and (iii) the Collateral Agent shall have approved such sale, lease, transfer or other disposition in writing.

(b) Upon the latest of (i) the indefeasible payment in full in cash of the Secured Obligations, (ii) the date of termination in whole of all commitments of the Purchasers and Collateral Agent under the Note Purchase Agreement and (iii) the repayment in full of all amounts outstanding under the Notes, the pledge and security interest granted the Grantor hereby to the Collateral Agent shall terminate and all rights to the Intellectual Property Collateral shall revert to the Grantor. Upon any such termination, the Collateral Agent will, upon receipt of a written request and at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the Commonwealth of Massachusetts. Each term that is defined in the Security Agreement and used but not otherwise defined in this Agreement has the meaning that the Security Agreement assigns to that term. Unless otherwise defined herein or in the Security Agreement, terms used in Article 9 of the Massachusetts Uniform Commercial Code are used herein as therein defined.

SECTION 19. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations (including their characterization as Senior Obligations and/or Subordinated Obligations) shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

SECTION 20. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, a conflict or inconsistency, if any, between the terms and provisions of this Agreement and the terms and provisions of the Note Purchase Agreement shall be controlled by the terms and provisions of this Agreement to the extent of such conflict or inconsistency; *provided that* this Agreement and the provisions hereof are subject in all respects to the terms and provisions of Article 10 of the Intercreditor Agreement (the "Intercreditor Provisions"). Any conflict or inconsistency between the terms and provisions of this Agreement and the

Intercreditor Provisions shall be controlled by the Intercreditor Provisions to the extent of such conflict or inconsistency.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

GZ ADVISORS, INC.

By: _____

Name:

Title:

Accepted and Acknowledged By:

DOLPHIN COMMUNICATIONS FUND, L.P.,

As Collateral Agent

By: Dolphin Communications, L.P.
its General Partner

By: Dolphin Communications, L.L.C.
its General Partner

By: _____
Richard Brekka,
its Member


COMMONWEALTH OF
MASSACHUSETTS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2001, before me personally came _____,
to me known, who, being by me duly sworn, did depose and say that he is the _____ of
GZ ADVISORS, INC., the corporation described in and which executed the foregoing
instrument and that he signed his name thereto by like order.

Notary Public

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

GZ ADVISORS, INC.

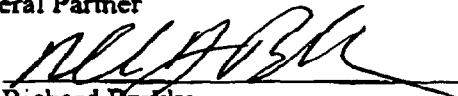
By: 
Name:
Title:

Accepted and Acknowledged By:

DOLPHIN COMMUNICATIONS FUND, L.P.,
As Collateral Agent

By: Dolphin Communications, L.P.
its General Partner

By: Dolphin Communications, L.L.C.
its General Partner

By: 
Richard Brekka,
its Member

Intellectual Property Security Agreement

Schedule I: Patents

Systems and Methods or Providing Incentives for Online Transactions

GOM/ 001

Filing date: August 9, 2000

Non-provisional application pending

Systems and Methods for Cooperative Marketing

GOM/ 003 Prov.

Filing Date: September 14, 2000

Provisional application pending

Non-provisional application pending

Applications are U.S. only

Schedule I: Patents

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Schedule II: Trademarks

TRADEMARK TRACKER

Last Updated:07-13-01

MARK	COUNTRY	STATUS	REGISTRATION
GOMEZ.COM	USA	Pending	75/777947
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
GOMEZ.COM	SG	Registered	T99/11673F
SCORECARD	CA	Pending	1032049
SCORECARD	KR	Pending	16677/2000
SCORECARD	SG	Published	T99/11670A (cl. 35)
SCORECARD	SG	Published	T99/11671Z
SCORECARD	AU	Registered	810213
SCORECARD	EU	Pending	1342013



Schedule III: Copyrights

Registration Number: TX-5-287-174

Title: Gomez Best of the Web guide, 2001

Imprint: Roseville, CA: Prima Pub., c2000

Description: 410 p.

Claimant: cGomez Advisors, Inc.

Created: 2000

Published: September 21, 2000

Registered: October 19, 2000

Author on © Application: some text & compilation of data and screen shots: Mark Baven

Previous Related: Preexisting material: material on www.gomez.com Web site.

Claim Limit: NEW MATTER: additional text, editorial revisions and compilation

Special Codes: 1/B/L

Schedule IV: License Agreements

License Agreement dated as of April 8, 1999 between the Company and THT, Inc.

Software License and Distribution Agreement with Tetra Software dated April 19, 2000

Distribution Agreement with Empirix dated as of February 8, 2001

Assignment and Services Agreement dated as of November 5, 2001 with Gomez Japan, K.K.

License Agreement with ServerObjects for ASP Chart Software dated June 6, 2001

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