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02-07-2002

U.S. Department of Commerce
Patent and Trademark Office

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101975454

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: Dolphin Communications Fund, L.P.

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 28, 2001

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

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

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.

Debra Arenore

Name of Person Signing

Signature

10/23/01
Date

02/07/2002 GTQ11 00000044 111098 75777888

01 FC:481 40.00 CH
02 FC:482 75.00 CH

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

COMMISSIONER OF PATENTS AND TRADEMARKS
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WASHINGTON D.C. 20231

TRADEMARK
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

September 28, 2001

from

GOMEZ, INC.

to

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

AND

BANCBOSTON INVESTMENTS INC.
(AS SUBORDINATED COLLATERAL AGENT)

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SCHEDULES

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of September 28, 2001, made by GOMEZ, INC., a Delaware corporation (the "Grantor"), in favor of Dolphin Communications Fund, L.P., a Delaware limited partnership (the "Senior Collateral Agent"), as agent for the Senior Purchasers (as defined below), and BancBoston Investments Inc., a corporation (the "Subordinated Collateral Agent"), as agent for the Subordinated Purchasers (as defined below). All capitalized terms used herein, unless otherwise defined, shall be defined as provided in the Senior Note Purchase Agreement (as defined below).

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

WHEREAS, the Grantor, each of the Purchasers (as defined in the Subordinated Note Purchase Agreement, the "Subordinated Purchasers") and the Subordinated Collateral Agent have entered into a Senior Secured Note Purchase Agreement dated as of July 23, 2001 (as in effect from time to time, the "Subordinated Note Purchase Agreement") pursuant to which the Subordinated Purchasers have extended certain credit facilities to the Grantor;

WHEREAS, in connection with and as a condition to the Subordinated Purchasers' initial extension of credit to the Grantor pursuant to the Subordinated Note Purchase Agreement, the Grantor and the Subordinated Collateral Agent entered into an Intellectual Property Security Agreement dated as of July 23, 2001 (the "Original Security Agreement") pursuant to which the Grantor granted to the Subordinated Collateral Agent, for the benefit of the Subordinated Purchasers, security interests in certain of the Grantor's assets as security for the Grantor's obligations under the Subordinated Note Purchase Agreement and the notes issued pursuant thereto;

WHEREAS, as a condition to the Senior Purchasers' extension of loans under the Senior Note Purchase Agreement, the Grantor has agreed to grant to the Senior Collateral Agent, for the benefit of the Senior Purchasers, security interests in the assets in which it granted security interests in the Original Security Agreement, as security for the Grantor's obligations under the Senior Note Purchase Agreement and the notes issued pursuant thereto, and the Subordinated Collateral Agent and the Subordinated Purchasers have agreed that the Grantor's obligations in respect of the Senior Note Purchase Agreement and the notes thereunder, and the security interests granted to the Senior Collateral Agent, will be senior to the obligations and security interests described in the preceding paragraph; and

WHEREAS, it is a condition to extending loans under the Senior Note Purchase Agreement that the Grantor enter into this Agreement for the benefit of the Senior 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, and the Original Security Agreement is hereby amended and restated in its entirety, as follows:

SECTION 1. Grant of Security. The Grantor hereby grants and pledges to the Senior Collateral Agent for its benefit and for the ratable benefit of the Senior Collateral Agent and each Senior Purchaser (including the Senior Collateral Agent in its capacity as a Senior Purchaser) based on the outstanding principal amount of the Senior Notes held by them, and the other Senior 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, the Senior Collateral Agent and the Subordinated 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 Intercreditor Agreement, the lien and security interest granted herein to the Senior Collateral Agent shall be subject to all existing prior liens and contractual obligations set out on Schedule A to the Security Agreement and to the lien and security interest granted in Section 19 hereof.

(g) Subject to the terms of this Agreement, the Security Agreement and the Intercreditor Agreement, the Borrower hereby confirms, as collateral security for the prompt and complete payment and performance of the Subordinated Secured Obligations and as an inducement to the Subordinated Purchasers and the Subordinated Collateral Agent to enter into the Subordinated Note Purchase Agreement and to extend the credit facilities in accordance with the terms thereof, that the Grantor has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Subordinated Collateral Agent for its benefit and for the ratable benefit of each Subordinated Purchaser (including the Subordinated Collateral Agent in its capacity as a Subordinated Purchaser) based on the outstanding principal amount of the Subordinated Notes held by each Subordinated Purchaser and the other Subordinated Obligations from time to time owing to them, and granted to the Subordinated Collateral Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral, and such security interest and the related liens remain valid and enforceable.

(h) In addition, subject to the terms of this Agreement, the Security Agreement and the Intercreditor Agreement, as collateral security for the prompt and complete payment of the Subordinated Secured Obligations, the Grantor hereby confirms that, as an inducement to the Subordinated Purchasers and the Subordinated Collateral Agent as aforesaid, the Subordinated Collateral Agent has been granted and continues to hold a lien and security interest in all Intellectual Property Collateral of the Grantor held by either Collateral Agent, including without limitation, all such property of every description, now or hereafter in the possession or custody of or in transit to either Collateral Agent for any purpose, including safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power.

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

"Collateral Agents" shall mean the Senior Collateral Agent and the Subordinated Collateral Agent.

"Controlling Collateral Agent" shall mean (i) the Senior Collateral Agent, unless and until the Senior Note Purchase Agreement has been terminated and the Senior Secured Obligations have been paid in full, and (ii) the Subordinated Collateral Agent, thereafter.

"Documents" shall mean the Senior Documents (as defined below) and the Subordinated Documents (as defined below).

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

"Intercreditor Agreement" shall mean the Intercreditor and Lien Subordination Agreement and Amendment to Senior Note Purchase Agreement dated of the date hereof among the Grantor, the Senior Collateral Agent, the Senior Purchasers, the Subordinated Collateral Agent and certain of the Subordinated Purchasers, as in effect from time to time.

"Notes" shall mean the Senior Notes and the Subordinated Notes.

"Note Purchase Agreements" shall mean the Senior Note Purchase Agreement and the Subordinated Note Purchase Agreement.

"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.

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

"Senior Notes" shall mean the Notes, as that term is defined in the Senior Note Purchase Agreement.

"Senior Secured Obligations" shall mean any and all indebtedness, obligations, agreements and liabilities of the Grantor to the Senior Purchasers or Senior Collateral Agent including, without limitation, all indebtedness and obligations of the Grantor under the Senior Note Purchase Agreement, the Senior Notes, this Agreement (insofar as it pertains to the Senior Purchasers, the Senior Collateral Agent or Senior Secured Obligations), the other documents executed pursuant thereto (collectively, the "Senior Documents"), and any other indebtedness, obligations, agreements and liabilities of the Grantor to the Senior Collateral Agent of every kind and description, direct or indirect, absolute or contingent, due or to become due, regardless of how they arose or were acquired, now existing or hereafter arising; provided, that any and all indebtedness, obligations, agreements and liabilities of the Grantor pursuant to the Subordinated Documents to Senior Purchasers who are also Subordinated Purchasers shall not be Senior Secured Obligations, but shall be Subordinated Secured Obligations hereunder.

"Subordinated Notes" shall mean the Notes, as that term is defined in the Subordinated Note Purchase Agreement.

"Subordinated Secured Obligations" shall mean any and all indebtedness, obligations, agreements and liabilities of the Grantor to the Subordinated Purchasers or Subordinated Collateral Agent including, without limitation, all indebtedness and obligations of Borrower under the Subordinated Note Purchase Agreement, the Subordinated Notes, this Agreement (insofar as it pertains to the Subordinated Purchasers, the Subordinated Collateral Agent or Subordinated Secured Obligations), the other documents executed pursuant thereto (collectively, the "Subordinated Documents"), and any other indebtedness, obligations, agreements and liabilities of the Grantor to the Subordinated Collateral Agent of every kind and description, direct or indirect, absolute or contingent, due or to become due, regardless of how they arose or were acquired, now existing or hereafter arising; provided, that any and all indebtedness, obligations, agreements and liabilities of the Grantor pursuant to the Senior Documents to Subordinated Purchasers who are also Senior Purchasers shall not be Subordinated Secured Obligations, but shall be Senior Secured Obligations hereunder.

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 either 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) neither Collateral Agent shall 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 either 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 permitted under the Documents. 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 either Collateral Agent relating to this Agreement or one of the other Documents, except as permitted under the Documents.

(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 each Note Purchase Agreement or any other Document.

(e) This Agreement creates in favor of the Collateral Agents 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 Documents.

(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 either 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 either Collateral Agent believes may be reasonably necessary or reasonably desirable, or that either 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 either 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 either 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 either 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 each 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 each 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 either 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 each Collateral Agent.

(f) The Grantor agrees to notify each 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 each 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 reasonably 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 either 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.

SECTION 7. The Controlling Collateral Agent Appointed Attorney-in-Fact. The Grantor hereby irrevocably appoints the Controlling 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 (as defined in the Note) and upon notice to the Grantor to take any action and to execute any instrument that the Controlling 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 Controlling Collateral Agent may deem necessary or desirable to enforce the rights of the Controlling 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, either Collateral Agent may itself, upon fifteen (15) days' written notice to said Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of such 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 Agents hereunder are solely to protect their respective interests in the Intellectual Property Collateral and shall not impose any duty upon them 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, a Collateral Agent shall have no duty as to any Intellectual Property Collateral, whether or not such 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. Each 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 such Collateral Agent accords its own property.

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

(a) The Controlling 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 Document 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 Controlling Collateral Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Controlling Collateral Agent and make them available to the Controlling Collateral Agent at a place and time to be designated by the Controlling 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 Controlling Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Controlling 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 Controlling 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 Controlling Collateral Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Controlling 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 Controlling 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 Controlling 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 such Collateral Agent pursuant to Section 11(b)), in whole or in part, by the Controlling Collateral Agent as provided in Section 8(d) of the Security Agreement.

(c) The Controlling 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 Agents, shall be segregated from other funds of the Grantor and shall be forthwith paid over to the Controlling 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 each 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 such 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 each 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 such 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 either 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 Agents 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 Document 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 Document, 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 each 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 either 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:

Gomez 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 Senior 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

To the Subordinated Collateral Agent:

BancBoston Investments Inc.
175 Federal Street

Boston, MA 02110
Attention: Peter Roberts
Facsimile Number: (617) 434-6175

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

Goodwin Procter LLP
Exchange Place
Boston, MA 02109
Attention: H. David Henken, P.C.
Facsimile Number: (617) 523-1231

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 Senior Purchasers and the Subordinated Purchasers, respectively, under the Senior Note Purchase Agreement and the Subordinated 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), either Collateral Agent may assign or otherwise transfer all or any portion of its rights and obligations under the applicable 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 such 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 Documents, each 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 such 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 such Collateral Agent and a certification by the Grantor to the effect

that the transaction is in compliance with the Documents and as to such other matters as such Collateral Agent may request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with the Note Purchase Agreements and (iv) such 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 Senior Obligations, (ii) the date of termination in whole of all commitments of the Senior Purchasers and Senior Collateral Agent under the Senior Note Purchase Agreement and (iii) all of the amounts outstanding under the Senior Notes are repaid in full, the pledge and security interest granted the Grantor hereby to the Senior Collateral Agent shall terminate and all rights to the Intellectual Property Collateral shall revert to the Grantor, subject to any continuing rights of the Subordinated Collateral Agent hereunder or under the Security Agreement. Upon the latest of (i) the indefeasible payment in full in cash of the Secured Subordinated Obligations, (ii) the date of termination in whole of all commitments of the Subordinated Purchasers and Subordinated Collateral Agent under the Subordinated Note Purchase Agreement and (iii) all of the amounts outstanding under the Subordinated Notes are repaid in full, the pledge and security interest granted the Grantor hereby to the Subordinated Collateral Agent shall terminate and all rights to the Intellectual Property Collateral shall revert to the Grantor, subject to any continuing rights of the Senior Collateral Agent hereunder or under the Security Agreement. Upon any such termination, the Collateral Agent in question 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. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the Massachusetts Uniform Commercial Code are used herein as therein defined.

SECTION 19. Security Interest in Japanese Property. Notwithstanding any other provision of this Agreement, the Grantor and the Collateral Agents agree that Softbank Finance Corporation is hereby granted a valid, continuing first priority security interest in all Intellectual Property Collateral adapted for exclusive use in Japan, including without limitation the trademarks and service marks "Gomez.co.jp", "Gomez Japan" and "GomezPro Japan".

SECTION 20. 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

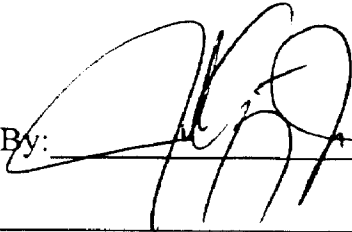
reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance 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 shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

SECTION 21. 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 either Note Purchase Agreement, shall be controlled by the terms and provisions of this Agreement to the extent of such conflict or inconsistency. This Agreement and the provisions hereof are subject in all respects to the terms and provisions of the Intercreditor Agreement. Any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions of the Intercreditor Agreement shall be controlled by the terms and provisions of the Intercreditor Agreement to the extent of such conflict or inconsistency.

[SIGNATURE PAGE FOLLOWS]

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

GOMEZ, INC.

By:  _____
Name: _____
Title: _____

Accepted and Acknowledged By:

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

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

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

By: _____
Richard Brekka,
its Member

BANCBOSTON INVESTMENTS INC.,
As Subordinated Collateral Agent

By: _____
Name:
Title:

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

GOMEZ, INC.

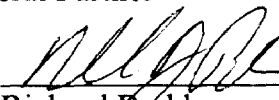
By: _____
Name:
Title:

Accepted and Acknowledged By:

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

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

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

By:  _____
Richard Brekka,
its Member

BANCBOSTON INVESTMENTS INC.,
As Subordinated Collateral Agent

By: _____
Name:
Title:

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

GOMEZ, INC.

By: _____
Name:
Title:

Accepted and Acknowledged By:


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

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

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

By: _____
Richard Brekka,
its Member

BANCBOSTON INVESTMENTS INC.,
As Subordinated Collateral Agent

By: 
Name: PETER R. ROBERTS
Title: VP + MD

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
GOMEZ, Inc., the corporation described in and which executed the foregoing instrument and
that he signed his name thereto by like order.

Notary Public

COMMONWEALTH OF
MASSACHUSETTS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2001, before me personally came _____ on, to me known, who, being by me duly sworn, did depose and say that he is the _____ of BancBoston Investments Inc., the agent described in and which executed the foregoing instrument and that he signed his name thereto by on behalf of said agent.

Notary Public

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

Applications are U.S. only

Schedule II: Trademarks

TRADEMARK TRACKER

Last Updated: 7/13/2001

MARK	Country	status
GOMEZ	USA	Pending
GOMEZ	AU	Registered
GOMEZ	CA	Pending
GOMEZ	EU	Published
GOMEZ	HK	Pending
GOMEZ	JP	Pending
GOMEZ	KR	Pending
GOMEZ	SG	Pending Class 35 Registered
GOMEZ.COM	USA	Pending
GOMEZ.COM	AU	Registered
GOMEZ.COM	CA	Pending
GOMEZ.COM	EU	Published
GOMEZ.COM	HK	Pending
GOMEZ.COM	JP	Pending
GOMEZ.COM	SG	Registered
GOMEZ WIRE	USA	Registered - Remain in force for 10 years
GOMEZ WIRE	AU	Registered
GOMEZ WIRE	CA	Published
GOMEZ WIRE	EU	Registered - Remain in force for 10 years
GOMEZ WIRE	HK	Pending
GOMEZ WIRE	JP	Pending
GOMEZ WIRE	SG	Registered
GOMEZ ADVISORS	USA	Pending
GOMEZ ADVISORS	AU	Registered
GOMEZ ADVISORS	CA	Pending
GOMEZ ADVISORS	EU	Published
GOMEZ ADVISORS	HK	Pending
GOMEZ ADVISORS	JP	Pending
GOMEZ ADVISORS	SG	pending
THE ECOMMERCE AUTHORITY	USA	pending
THE ECOMMERCE AUTHORITY	AU	pending
THE ECOMMERCE AUTHORITY	CA	pending
THE ECOMMERCE AUTHORITY	EU	Pending
THE ECOMMERCE AUTHORITY	JP	Pending
THE ECOMMERCE AUTHORITY	KR	Pending
THE ECOMMERCE AUTHORITY	SG	Pending

SCORECARD	AU	Pending
SCORECARD	CA	Pending
SCORECARD	EU	Published
SCORECARD	HK	Pending
SCORECARD	JP	Pending
SCORECARD	KR	Pending
SCORECARD	SG	Published
INTERNET BROKER SCORECARD	AU	Pending
INTERNET BROKER SCORECARD	JP	Pending
INTERNET BROKER SCORECARD	KR	Pending
INTERNET BROKER SCORECARD	SG	Pending

Schedule III: Copyrights

None

Schedule IV: License Agreements

Schedule V