

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Monitor Company Group Limited Partnership

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

Citizenship (see guidelines) Delaware

Execution Date(s) August 2, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Market2Customer LLC

Internal

Address:

Street Address: 2 Canal Park

City: Cambridge

State: Massachusetts

Country: USA Zip: 02141

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship Delaware
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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Schedule A

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

Name: Judith R.S. Stern

Internal Address: Bromberg & Sunstein LLP

Street Address: 125 Summer Street

City: Boston

State: Massachusetts Zip: 02110

Phone Number: (617) 443-9292

Fax Number: (617) 443-0004

Email Address: jsstern@bromsun.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

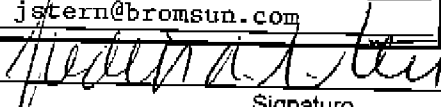
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 19-4972

Authorized User Name Judith R.S. Stern

9. Signature:



Signature

August 13, 2004

Date

Judith R.S. Stern

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule A

Application Numbers	Mark
76/225,539	EXECUTIVE PORTRAIT
76/225,538	EMPLOYEE PORTRAIT
76/099,958	M2C
78/323,035	M2C (plus arrow design)
Registration Numbers	Mark
2,867,086	MARKET2CUSTOMER
2,286,083	CONSUMER PORTRAIT
2,283,729	CUSTOMER PORTRAIT
2,390,343	BRAND TEARDOWN
2,317,203	GROWTHPATH
2,582,833	SUPPLIER PORTRAIT
2,738,644	BRAND INTENT
2,574,158	ACTION SEGMENTATION

02515/00202 328846.1

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective as of July 31, 2004 (the "Effective Date"), by and between Monitor Company Group Limited Partnership, a limited partnership organized under the laws of Delaware, with its principal place of business at 2 Canal Park, Cambridge, MA 02141 (the "Assignor"), and Market2Customer LLC, a limited liability company organized under the laws of Delaware, with its principal place of business at 2 Canal Park, Cambridge, MA 02141 (the "Assignee").

1. Background. Assignor owns the trademarks and tradenames set forth on Schedule A attached hereto (the "Trademarks"). Assignee wishes to acquire the Trademarks together with the goodwill symbolized by the Trademarks and the business, or portion thereof, to which the Trademarks pertain. Assignor wishes to assign the Trademarks and Assignee wishes to accept such assignment on the terms and conditions set forth in this Assignment.
2. Grant. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks and the business, or portion thereof, to which the Trademarks pertain.
3. Further Acts/Recording. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable the Assignee to record the Assignment in the territories concerned, including recordations of assignment of trademark suitable for filing with the United States Patent and Trademark Office and equivalent foreign agencies. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes

Assignee to apply for the recordal of the assignment of the Trademarks and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the Effective Date.

MONITOR COMPANY GROUP LIMITED PARTNERSHIP

By: Monitor Company Group GP LLC, its general partner

By: Robert J. Samuelson
Name: Robert J. Samuelson
Title: Chief Financial Officer

Date: August 2, 2004

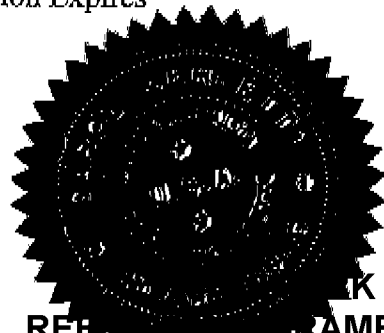
CERTIFICATE OF ACKNOWLEDGMENT

COUNTRY OF UNITED STATES OF AMERICA
STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 2nd day of August, 2004, Robert J. Samuelson personally appeared and who being by me duly sworn, deposes and says that he is the Chief Financial Officer of Monitor Company Group GP LLC, which is the general partner of Monitor Company Group Limited Partnership, and that he is authorized to sign and has signed the foregoing instrument as such Chief Financial Officer of Monitor Company Group GP LLC, and that he acknowledges such signing to be the free act and deed of Monitor Company Group GP LLC and of Monitor Company Group Limited Partnership.

Carol J. Merletti
Notary Public

Print Name: CAROL J. MERLETTI
Name of Notary Public: Carol J. Merletti
Commonwealth of Massachusetts
My Commission Expires Oct 27, 2006
My Commission Expires



DECLARATION OF ACCEPTANCE

The above named Assignee, Market2Customer LLC, hereby declares that with effect from the 2nd day of August, 2004, it accepts the Trademarks, including all goodwill of the business symbolized by such Trademarks including all rights to recover past, present and future damages for infringement, assigned to it by Assignor, Monitor Company Group Limited Partnership, pursuant to the foregoing Trademark Assignment.

MARKET2CUSTOMER LLC

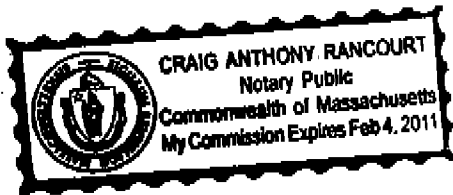
By: Robert S Lurie
Name: Robert S. Lurie
Title: Chief Executive Officer

Date: 2 August, 2004

CERTIFICATE OF ACKNOWLEDGMENT

COUNTRY OF UNITED STATES OF AMERICA
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 2nd day of Aug., 2004, Robert S. Lurie personally appeared and who being by me duly sworn, deposes and says that he is the Chief Executive Officer of Market2Customer LLC and that he is authorized to sign and has signed the foregoing instrument as such Chief Executive Officer of Market2Customer LLC and that he acknowledges such signing to be the free act and deed of Market2Customer LLC.



[Signature]
Notary Public

Print or Stamp Name of Notary

Feb. 4. 2011
My Commission Expires

SCHEDULE A

The Trademarks being assigned include all formatives of the marks listed below, namely, all marks and tradenames comprised of or containing any of the marks listed below, including, but not limited to the marks in all colors, styles, fonts, combinations of upper and lower case letters, and registrations of corresponding Internet domain names:

Trademarks and Tradenames:

ACTION SEGMENTATION
 BRAND ACTIVATION
 BRAND INTENT
 BRAND TEARDOWN
 BRANDING FOR RESULTS
 BUYING PROCESS
 CONSUMER PORTRAIT
 CUSTOMER EXPERIENCE BLUEPRINT
 CUSTOMER PORTRAIT
 EMPLOYEE PORTRAIT
 EXECUTIVE PORTRAIT
 GROWTHPATH
 M2C
 M2C (plus arrow design)
 MARKET ATLAS
 MARKET2CUSTOMER
 MARKETING MIX
 PROFILER
 SALES FORCE EFFECTIVENESS
 STRATEGIC PRECISION MARKETING
 SUPPLIER PORTRAIT

Related Pending Applications and Registrations:

TRADEMARK OR TRADENAME	JURISDICTION	APPLICATION NUMBER	REGISTRATION NUMBER
ACTION SEGMENTATION	United States of America	75/699,537	2,574,158
ACTION SEGMENTATION	Canada	1,103,121	592,367
ACTION SEGMENTATION	European Community ¹	002203933	2203933
BRAND INTENT	United States of America	76/358,647	2,738,644

¹ References in this table to "European Community" concern Community Trade Marks.

TRADEMARK OR TRADENAME	JURISDICTION	APPLICATION NUMBER	REGISTRATION NUMBER
BRAND INTENT	Canada	1,129,542	
BRAND INTENT	European Community	002567097	2567097
BRAND TEARDOWN	United States of America	75/538,972	2,390,343
CONSUMER PORTRAIT	United States of America	75/294,849	2,286,083
CONSUMER PORTRAIT	Canada	1,103,120	592,521
CONSUMER PORTRAIT	European Community	002204717	2204717
CUSTOMER PORTRAIT	United States of America	75/294,850	2,283,729
CUSTOMER PORTRAIT	Canada	1,103,123	575,472
CUSTOMER PORTRAIT	European Community	002203073	
EMPLOYEE PORTRAIT	United States of America	76/225,538	
EMPLOYEE PORTRAIT	Canada	1,097,981	
EXECUTIVE PORTRAIT	United States of America	76/225,539	
EXECUTIVE PORTRAIT	Canada	1,097,954	
GROWTHPATH	United States of America	75/467,125	2,317,203
GROWTHPATH	Canada	1,104,269	592,366
GROWTHPATH	European Community	002203974	2203974
M2C	United States of America	76/099,958	
M2C (plus arrow design)	United States of America	78/323,035	
M2C	Canada	1,090,704	610,026
M2C	European Community	002061844	2061844
MARKET2CUSTOMER	United States of America	76/100,205	
MARKET2CUSTOMER	Canada	1,090,703	602,848
MARKET2CUSTOMER	European Community	002061703	
SUPPLIER PORTRAIT	United States of America	75/734,211	2,582,833