

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Western Wats Center, Inc.		12/22/2004	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Capital Financial Services, Inc. as Agent		
<b>Street Address:</b>	2 Bethesda Metro Center, 14th Floor		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2713382	LIGHTSPRING	
<b>Registration Number:</b>	2768958	HUMANVOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	sara.feldschreiber@weil.com		
<b>Correspondent Name:</b>	Sara Feldschreiber/oWeil Gotshal&Manges		
<b>Address Line 1:</b>	767 5th Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>NAME OF SUBMITTER:</b>	Sara Feldschreiber		
<b>Signature:</b>	/Sara Feldschreiber/		
<b>Date:</b>	01/10/2005		

Total Attachments: 18  
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**EXECUTION COPY**

**FORM OF SHORT FORM TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, entered into as of December 22, 2004, by and among WWC ACQUISITIONS, INC., a Delaware corporation ("Parent"), WESTERN WATS CENTER, INC., a Utah corporation ("WWCI"), HUMANVOICE, INC., a Utah corporation ("Humanvoice"), WESTERN WATS OPINION RESEARCH CENTER, L.C., a Utah limited liability company ("WW Opinion Research"), WESTERN WATS INTERVIEWING CENTER, L.C., a Utah limited liability company ("WW Interviewing"), MOUNTAIN WEST RESEARCH CENTER, L.C., an Idaho limited liability company ("Mountain West") and LIGHTSPRING, L.C., a Nevada limited liability company ("Lightspring") and together with Parent, WWCI, Humanvoice, WW Opinion Research, WW Interviewing and Mountain West, the "Grantors," and each a "Grantor"), to and in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation ("ACAS"), as agent for the Purchasers identified in the Note and Equity Purchase Agreement (the "Purchase Agreement") among the Grantors, ACAS and the Purchasers party thereto dated of even date herewith (in such capacity, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, the Purchasers have severally agreed to purchase certain Notes (as defined in the Purchase Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is party to a Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") and each Grantor is required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement and the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Purchasers and the Agent to enter into the Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. **Defined Terms**. Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

As used herein, the following terms shall have the following meanings:

"Trademark" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Trademark and

Trademark Office, the Canadian Intellectual Property Office, or in any similar office or agency of the United States, Canada, any State, any province or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals and extensions thereof.

“Trademark License” means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

SECTION 2. **Grant of Security Interest in Trademark Collateral** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations of such Grantor, hereby sells, conveys, pledges, hypothecates and grants to the Secured Party, its successors and assigns, a continuing and unconditional first priority security interest upon, in and to all of such Grantor’s right, title and interest in, to and under the following Collateral of such Grantor wherever located, and now owned or hereafter acquired (the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) any consideration received when all or any part of the Trademark Collateral is sold, transferred, exchanged, leased, collected or otherwise disposed of, or any value received as a consequence of possession thereof, including but not limited to, all products, proceeds (including all “Proceeds” as defined in Section 9 102(a)(64) of the Code), cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents, or proceeds of other proceeds, now or hereafter due and/or payable under any Trademark and with respect thereto, including, without limitation, any and all claims by any Grantor against third parties for past, present, future infringement, dilution, violation or any other impairment thereof.

SECTION 3. **Grantor Remains Liable.** It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks or Trademark Licenses, and shall hold the Agent harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Agent’s interest in such Trademarks or Trademark Licenses or any other action or failure to act in connection with this Trademark Security Agreement. Each Grantor shall remain liable for any and all claims by any Person that the conduct of such Grantor’s business or products or processes of such Grantor infringe any rights of such person.

SECTION 4. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 5. **Termination of Security Interest in Trademark Collateral.** Upon payment and satisfaction in full of the Obligations and termination of all commitments relating thereto, the Agent shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Agent, and at the sole expense of the Grantors, to the Grantors, against receipt therefor, such of the Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Agent pursuant to the terms of the Security Agreement and not theretofore reassigned, redelivered and released to the Grantors, together with appropriate instruments of reassignment and/or release.

SECTION 6. **Counterparts.** This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

SECTION 7. **APPLICABLE LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO MARYLAND CHOICE OF LAW DOCTRINE.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIGHTSPRING, L.C.  
*as Grantor*

By:   
Name: David Haynes  
Title: Chief Executive Officer

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Agent

By: \_\_\_\_\_  
Name: Jon Isaacson  
Title: Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

NY2:149120602\WYM#02\DOC\14082.0075

TRADEMARK  
REEL: 003005 FRAME: 0321

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MOUNTAIN WEST RESEARCH  
CENTER, L.C.  
*as Grantor*

By: 

Name: David Haynes  
Title: Chief Executive Officer

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Agent

By: \_\_\_\_\_

Name: Jon Isaacson  
Title: Authorized Signatory


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TRADEMARK  
REEL: 003005 FRAME: 0322

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WESTERN WATS INTERVIEWING  
CENTER, L.C.  
*as Grantor*

By: 

Name: David Haynes  
Title: Chief Executive Officer

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Agent

By: \_\_\_\_\_

Name: Jon Isaacson  
Title: Authorized Signatory

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TRADEMARK  
REEL: 003005 FRAME: 0323



IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WESTERN WATS OPINION RESEARCH  
CENTER, L.C.  
*as Grantor*

By: 

Name: David Haynes

Title: Chief Executive Officer

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Agent

By: \_\_\_\_\_

Name: Jon Isaacson

Title: Authorized Signatory

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HUMANVOICE, INC.  
*as Grantor*

By: 

Name: David Haynes  
Title: Chief Executive Officer

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Agent

By: \_\_\_\_\_

Name: Jon Isaacson  
Title: Authorized Signatory

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TRADEMARK  
REEL: 003005 FRAME: 0325

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WESTERN WATS CENTER, INC.  
*as Grantor*

By:



Name: David Haynes

Title: Chief Executive Officer

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Agent

By:

\_\_\_\_\_  
Name: Jon Isaacson

Title: Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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TRADEMARK  
REEL: 003005 FRAME: 0326

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WWC ACQUISITIONS, INC.  
*as Grantor*

By:   
Name: David Haynes  
Title: Chief Executive Officer

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Agent

By: \_\_\_\_\_  
Name: Jon Isaacson  
Title: Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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TRADEMARK  
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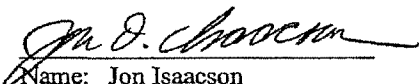
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WWC ACQUISITIONS, INC.  
*as Grantor*

By: \_\_\_\_\_  
Name: David Haynes  
Title: Chief Executive Officer

Accepted and Agreed:

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as Agent

By:   
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Title: Authorized Signatory

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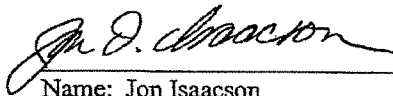
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TRADEMARK  
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HUMANVOICE, INC.  
*as Grantor*

By: \_\_\_\_\_  
Name: David Haynes  
Title: Chief Executive Officer

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TRADEMARK  
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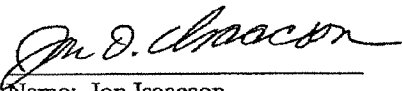
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WESTERN WATS OPINION RESEARCH  
CENTER, L.C.  
*as Grantor*

By: \_\_\_\_\_  
Name: David Haynes  
Title: Chief Executive Officer

Accepted and Agreed:

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TRADEMARK  
REEL: 003005 FRAME: 0331




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WESTERN WATS INTERVIEWING  
CENTER, L.C.  
*as Grantor*

By: \_\_\_\_\_  
Name: David Haynes  
Title: Chief Executive Officer

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Agent

By:   
Name: Jon Isaacson  
Title: Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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TRADEMARK  
REEL: 003005 FRAME: 0332


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MOUNTAIN WEST RESEARCH  
CENTER, L.C.  
*as Grantor*

By: \_\_\_\_\_  
Name: David Haynes  
Title: Chief Executive Officer

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Agent

By:   
Name: Jon Isaacson  
Title: Authorized Signatory

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LIGHTSPRING, L.C.  
*as Grantor*

By: \_\_\_\_\_  
Name: David Haynes  
Title: Chief Executive Officer

Accepted and Agreed:

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as Agent

By:   
Name: Jon Isaacson  
Title: Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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**SCHEDULE I**  
to  
**Trademark Security Agreement**

**Trademark Registrations**

**A. REGISTERED TRADEMARKS**

<b>United States Trademark Registrations</b>				
<u><b>As of December 22, 2004</b></u>				
<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>
Lightspring Service Trademark	United States	Western Wats Center, Inc.	2,713,382	May 6, 2003
Humanvoice Service Trademark	United States	Western Wats Center, Inc.	2,768,958	September 30, 2003

<b>International Trademark Registrations</b>				
<u><b>As of December 22, 2004</b></u>				
<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Registration Date</b>

**B. TRADEMARK APPLICATIONS**

<b>United States Trademark Applications</b>				
<u><b>As of December , 2004</b></u>				
<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Application No.</b>	<b>Filing Date</b>

**C. TRADEMARK LICENSES**

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