

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gomez, Inc.		12/30/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology Growth Capital, Inc.		
Street Address:	Four Palo Alto Square		
Internal Address:	3000 El Camino Real, Suite 200		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2508613	GOMEZ	
Registration Number:	2508614	GOMEZ.COM	
Registration Number:	2309183	GOMEZWIRE	
Registration Number:	2590267	THE ECOMMERCE AUTHORITY	
CORRESPONDENCE DATA			
Fax Number:	(415)421-2922		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415.421.6500		
Email:	sje@sfglaw.com		
Correspondent Name:	Jeffrey A. O'Connell		
Address Line 1:	One Maritime Plaza		
Address Line 2:	18th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Scott Harvey		

CH \$115.00 2508613

Signature:	/Scott Harvey/
Date:	01/20/2005
Total Attachments: 8 source=Gomez Trademark Collateral Assignment#page1.tif source=Gomez Trademark Collateral Assignment#page2.tif source=Gomez Trademark Collateral Assignment#page3.tif source=Gomez Trademark Collateral Assignment#page4.tif source=Gomez Trademark Collateral Assignment#page5.tif source=Gomez Trademark Collateral Assignment#page6.tif source=Gomez Trademark Collateral Assignment#page7.tif source=Gomez Trademark Collateral Assignment#page8.tif	

TRADEMARK COLLATERAL ASSIGNMENT

This Agreement is dated the 30th day of December, 2004, between Gomez, Inc., a Delaware corporation, with its chief executive office and principal place of business located at 610 Lincoln Street, Waltham, MA 02451 ("Assignor"), and Hercules Technology Growth Capital, Inc., with its chief executive office and principal place of business located at Four Palo Alto Square, 3000 El Camino Real, Suite 200, Palo Alto, CA 94306 ("Assignee").

RECITALS

A. Assignor owns the Trademarks, Trademark registrations, Trademark applications and is a party to the Trademark Licenses listed on Schedule 1 hereto:

B. Assignor and Assignee are parties to a Senior Loan and Security Agreement dated the December 30, 2004, and all ancillary documents entered into in connection with such Senior Loan and Security Agreement, all as may be amended from time to time (hereinafter referred to collectively as the "Loan Agreement");

C. Pursuant to the terms of the Loan Agreement Assignor has granted to Assignee a first priority security interest in all of the tangible and intangible property of Assignor, including all right, title and interest of Assignor in, to and under all of the following property, now owned or hereafter acquired by Assignor or in which Assignor now holds or hereafter acquires any interest (collectively, the "Trademarks"): (a) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (b) all reissues, extensions or renewals thereof and (c) all proceeds thereof.

D. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Assignee as follows:

1. To secure the complete and timely satisfaction of all Secured Obligations, Assignor hereby grants, assigns and conveys to Assignee a continuing security interest in and lien on all of Assignor's right, title and interest in and to the Trademarks and proceeds thereof, including without limitation the trademarks, trademark application and Trademark Licenses listed on Schedule 1 hereto (as the same may be amended pursuant hereto from time to time), including without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world and the goodwill of the business to which each of the Trademarks relates (all of the foregoing are collectively called the "Trademark Collateral"). Assignee is authorized to file this Agreement with the United States Patent and Trademark Office or any other governmental agency it deems necessary or desirable in order to secure and perfect its rights under this Agreement or the Loan Documents.
2. Assignor represents, warrants and covenants that:
 - a) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons, except any license disclosed in Schedule 1;

- b) The Trademark Collateral is subsisting and no part of the Trademark Collateral has been adjudged invalid or unenforceable;
 - c) To the best of Assignor's knowledge, all of the Trademark Collateral is valid and enforceable;
 - d) No claim has been made that the use of any of the Trademark Collateral does or may violate the rights of any third person;
 - e) Assignor has the unqualified right to enter into this Agreement and perform its terms;
 - f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral; and
 - g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality of products sold under the Trademarks.
3. Assignor hereby grants to Assignee the right to visit Assignor's facilities to inspect the products at reasonable times during regular business hours. Assignor shall do any and all acts required by Assignee to ensure Assignor's compliance with paragraph 2(g).
 4. Assignor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Assignee's prior written consent; provided, that so long as no Event of Default shall have occurred, Assignor may grant licenses to third parties to use the Trademarks in the ordinary course of business of both Assignor and such third party on arm's length and customary business terms.
 5. If, before the Secured Obligations shall have been satisfied in full, Assignor shall obtain rights to any new Trademarks or any rights that would come within the definition of Trademark Collateral had such rights existed on the date hereof, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Assignee prompt written notice thereof. Failure to provide such notice shall constitute a material breach of this Agreement.
 6. Assignor authorizes Assignee unilaterally to modify this Agreement by amending Schedule 1 to include any future Trademarks, Trademark applications or other rights described in paragraphs 1 and 5 hereof.
 7. If any Event of Default shall have occurred and be continuing, Assignee shall have, in addition to all other rights and remedies given it by this Agreement or the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Indebtedness. Any remainder of the proceeds after payment in full of the Indebtedness shall be paid over to Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Assignee or its assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or Assignee of Assignee as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power, after an Event of Default, to endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for Assignee to use the Trademark Collateral, or to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to any third person, or necessary or desirable for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to any third person as a part of Assignee's realization on such collateral upon acceleration of the Secured Obligations following an Event of Default. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable for the life of this Agreement.
9. If Assignor fails to comply with any of its obligations hereunder, Assignee may do so in Assignor's name or in Assignee's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Assignee in full for all expenses, including reasonable attorneys' fees, incurred by Assignee in protecting, defending and maintaining the Trademark Collateral.
10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Assignee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Assignor on demand by Assignee and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest applicable Default Rate.
11. Assignor shall have the duty, through counsel reasonably acceptable to Assignee, to prosecute diligently any Trademark applications pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademark Collateral. Any expenses incurred in connection with the Trademark Collateral shall be borne by Assignor. The Assignor shall not abandon any Trademark Collateral without the consent of Assignee, which consent shall not be unreasonably withheld.
12. Assignor shall have the right, with the prior written consent of Assignee, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademark Collateral, in which event Assignee may, if necessary, be joined as a nominal party to such suit if Assignee shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including reasonable attorneys' fees incurred by Assignee, in accordance with the Loan Agreement.
13. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
14. All of Assignee's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.
15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such provision shall be ineffective only to

the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. Assignor acknowledges and understands that Assignee may sell, assign and/or transfer all or part of its interest hereunder to any person or entity (a "Transferee"). After such assignment the term "Assignee" as used in this Agreement shall mean and include such Transferee, and such Transferee shall be vested with all rights, powers and remedies of Assignee hereunder with respect to the interest so assigned; but with respect to any such interest not so transferred, Assignee shall retain all rights, powers and remedies hereby given. No such assignment by Assignee shall relieve Assignor of any of its obligations hereunder. Assignor may not sell, assign or transfer its rights and obligations hereunder without the prior written consent of Assignee.
17. This Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 6.
18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. To the extent the provisions of the Uniform Commercial Code govern any aspect of this Agreement, the Uniform Commercial Code as the same is, from time to time, in effect in the State of California shall govern; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interest granted on the Trademark Collateral is required to be governed by the Uniform Commercial Code as the same is, from time to time, in effect in a jurisdiction other than the State of California, then such jurisdiction's Uniform Commercial Code, as in effect, from time to time, shall govern only to the extent required by applicable law.
19. All judicial proceedings arising in or under or related to this Agreement may be brought in any state or federal court of competent jurisdiction located in the State of California. By execution and delivery of this Agreement, each party hereto generally and unconditionally: (a) consents to personal jurisdiction in San Mateo County, State of California; (b) waives any objection as to jurisdiction or venue in San Mateo County, State of California; (c) agrees not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and (d) irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in the Loan Agreement, and shall be deemed effective and received as set forth in Section 12.3 of the Loan Agreement. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of either party to bring proceedings in the courts of any other jurisdiction.

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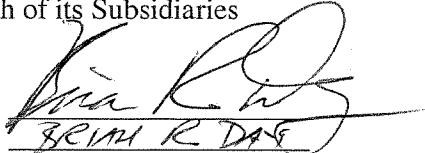
WITNESS the execution hereof under seal as of the day and year first above written.

GOMEZ, INC., for itself and as an authorized signatory
for each of its Subsidiaries

By:

Name:

Title:


BRIAN R. DAY
CFO

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By:

Name:

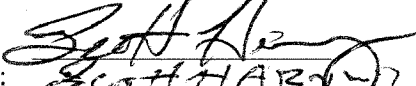
Title:

WITNESS the execution hereof under seal as of the day and year first above written.

Talisma Corp.

By: _____
Name: _____
Title: _____

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By: 
Name: SCOTT HARVE
Title: Chief Legal Officer

**SCHEDULE 1 TO
TRADEMARK COLLATERAL ASSIGNMENT**

A. TRADEMARK AND TRADEMARK APPLICATIONS:

Application or Trademark No.	Issue or Filing Date	Expiration Date	Title
810211 (Australia)	March 28, 2001	October 13, 2009	GOMEZ
1032051 (Canada)	October 12, 1999	n/a – pending	GOMEZ
1342005 (European Community)	October 11, 1999	n/a – pending	GOMEZ
1342/2002 (Hong Kong)	August 17, 1999	August 17, 2006	GOMEZ
21849/2000 (Korea)	August 8, 2000	n/a – pending	GOMEZ
T99/11674D (Singapore)	August 17, 1999	August 17, 2009	GOMEZ
2,508,613 (United States)	November 20, 2001	November 20, 2006	GOMEZ
810212 (Australia)	March 28, 2001	October 13, 2009	GOMEZ.COM
1032050 (Canada)	October 12, 1999	n/a – pending	GOMEZ.COM
1341981 (European Community)	October 11, 1999	n/a – pending	GOMEZ.COM
1343/2002 (Hong Kong)	August 17, 1999	August 17, 2006	GOMEZ.COM
T99/11672H (Singapore)	August 17, 1999	August 17, 2009	GOMEZ.COM
2,508,614 (United States)	November 20, 2001	November 20, 2006	GOMEZ.COM
802068 (Australia)	September 1, 2000	July 29, 2009	GOMEZWIRE
1259530 (European Community)	August 28, 2000	July 29, 2009	GOMEZWIRE
9201/2001 (Hong Kong)	May 15, 2001	July 30, 2006	GOMEZWIRE
T99/08151G (Singapore)	August 2, 1999	August 2, 2009	GOMEZWIRE
2,309,183 (United States)	January 18, 2000	January 18, 2005	GOMEZWIRE
810214 (Australia)	July 3, 2001	October 13, 2009	INTERNET BROKER SCORECARD
75161 (Korea)	April 17, 2002	April 17, 2012	INTERNET BROKER SCORECARD
810213 (Australia)	July 3, 2001	October 13, 2009	SCORECARD

1032049 (Canada)	October 12, 1999	n/a – pending	SCORECARD
1342013 (European Community)	May 21, 2002	n/a – pending	SCORECARD
75160 (Korea)	April 17, 2002	April 17, 2012	SCORECARD
T99/11670A (Singapore)	August 17, 1999	August 17, 2009	SCORECARD
1032047 (Canada)	October 12, 1999	n/a – pending	THE ECOMMERCE AUTHORITY
2,590,267 (United States)	July 9, 2002	July 9, 2007	THE ECOMMERCE AUTHORITY

B. TRADEMARK LICENSES:

<u>Corresponding Trademark No.</u>	<u>Date License Granted</u>	<u>Licensee</u>	<u>Termination Date</u>
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