

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Monitor Company Group Limited Partnership		10/26/2006	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MarketSight LLC		
<b>Street Address:</b>	2 Canal Park		
<b>City:</b>	Cambridge		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02141		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2333468	MARKETSIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)338-2880		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-338-2800		
<b>Email:</b>	kherman@sandw.com		
<b>Correspondent Name:</b>	Kimberly Herman		
<b>Address Line 1:</b>	One Post Office Square		
<b>Address Line 2:</b>	Sullivan & Worcester LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	00222.117		
<b>NAME OF SUBMITTER:</b>	Kimberly Herman		
<b>Signature:</b>	/Kimberly Herman/		

CH \$40.00 2333468

Date:

11/06/2006

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment Agreement"), dated as of October 26, 2006 (the "Effective Date"), is by and between Monitor Company Group Limited Partnership, a Delaware limited partnership (the "Assignor") and MarketSight LLC, a Delaware limited liability company (the "Assignee").

### WITNESSETH:

WHEREAS, Assignor has adopted, used or acquired a certain trademark, identified on Schedule A hereto, (said trademark, including all common law rights, registrations and applications for registrations thereof, together with the goodwill of the business in connection with which the trademark is used and all rights to sue and recover for past infringements or wrongful uses thereof everywhere in the world, being referred to herein as the "Assigned Mark"); and

WHEREAS, Assignor, as the owner of the Assigned Mark and Assignee wish to enter into this Assignment Agreement to consummate Assignee's acquisition and the transfer by Assignor to Assignee of all right, title and interest in and to the Assigned Mark.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. *Transfer of Assigned Mark.* Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Assigned Mark, together with any and all renewals and extensions of the applications or registrations for the Assigned Mark that may be secured under any applicable law now or hereafter in effect, and the right to oppose an application to register a trademark or cancel a registration for a trademark which may be confusing with the Assigned Mark.
2. *Cooperation.* Assignor shall provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):
  - (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Assigned Mark;
  - (ii) in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with the Assigned Mark, including testifying as to any facts relating to the Assigned Mark or this Assignment Agreement (however, in the event of any opposition, interference, infringement suit or other proceedings that may arise in connection with the Assigned Mark or this Assignment Agreement, Assignee shall bear the entire cost thereof including

reimbursing Assignor for any substantiated expenses or disbursements associated with such actions and shall be entitled to retain the entire amount of any recovery or settlement, and Assignor may, if it so desires, also be represented by counsel of its own selection, the fees for which counsel shall be paid by Assignor); and

(iii) in the implementation or perfection of this Assignment Agreement.

2. *Binding Provisions.* This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3. *Governing Law.* This Assignment Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts without reference to the choice of law principles thereof.

*[next page is the signature page]*

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment Agreement as of the Effective Date.

MONITOR COMPANY GROUP  
LIMITED PARTNERSHIP

By: Monitor Company Group GP LLC,  
its general partner

By: Robert J. Samuelson  
Robert J. Samuelson  
Chief Financial Officer and Treasurer

MARKETSIGHT LLC


By: Michael DeNitto  
Michael DeNitto  
President

COMMONWEALTH OF MASSACHUSETTS )  
 ) :ss  
COUNTY OF )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2006, by Robert J. Samuelson, the Chief Financial Officer and Treasurer of Monitor Company Group GP LLC, general partner of Monitor Company Limited Partnership, as his act and deed, and the free act and deed of said company.


Donna M. Wing  
Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS )  
 ) :ss  
COUNTY OF )

 DONNA M. WING  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 17, 2012

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2006, by Michael DeNitto, the President of MarketSight LLC, as his act and deed, and the free act and deed of said company.

Donna M. Wing  
Notary Public  
My commission expires:

 DONNA M. WING  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 17, 2012

Schedule A

**ASSIGNED MARK**

Mark	Country	App. No.	File Date	Reg. No.	Reg. Date
MARKETSIGHT	US	75/149,917	August 14, 1996	2,333,468	March 21, 2000