

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Trademark Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GoalQuest, Inc.		05/18/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2805201	GOALQUEST
Registration Number:	3190286	UBLOG
Serial Number:	78582288	USCENE
Serial Number:	78420741	UPEERS
Serial Number:	78582272	UPORTFOLIO
Serial Number:	78711820	HEURISTICS
Serial Number:	78918208	PARENTSEARCH

CORRESPONDENCE DATA

Fax Number: (312)803-5299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

CH \$190.00 2805201

900083432

TRADEMARK
REEL: 003593 FRAME: 0780

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1654862

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

08/02/2007

Total Attachments: 4

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SECOND LIEN TRADEMARK COLLATERAL AGREEMENT

This 18th day of May, 2007, GOALQUEST, INC., a Delaware corporation ("*Debtor*"), with its principal place of business and mailing address at 632 Broadway, Suite 301, New York, New York 10012, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL, a chartered bank of Canada ("*BMO*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Second Lien Security Agreement dated as of the date hereof, by and among Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding the foregoing, this Second Lien Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*").

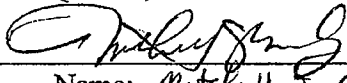
Debtor does hereby further acknowledge and affirms that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Second Lien

Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

The lien and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses granted to the Agent and the exercise of any right or remedy of the Agent are subject to the provisions of that certain Intercreditor Agreement dated as of even date herewith (the Intercreditor Agreement as may be amended, modified, restated or supplemented from time to time, the "*Intercreditor Agreement*"), by and between BMO, as First Lien Collateral Agent and BMO, as Second Lien Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of this Second Lien Collateral Trademark Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern and control.


IN WITNESS WHEREOF, Debtor has caused this Second Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GOALQUEST, INC.

By 
Name: Mitchell S. Grady
Its: Secretary

Accepted and agreed to as of the day and year last above written.

BANK OF MONTREAL, as Agent

By 
Name: Mark W. Piekos
Its: Managing Director

[Signature page to GoalQuest Second Lien Trademark Collateral Agreement]

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK REGISTRATION

<u>MARK</u>	<u>Serial/Reg. No.</u>	<u>Status</u>
GoalQuest	2,805,201	Registered
UBlog	3,190,286	Registered
UScene	78,582,288	Registered
UPeers	78,420,741	Registered
UPortfolio	78,582,272	Registered
Heuristics	78,711,820	Registered
ParentSearch	78,918,208	Registered

TRADEMARK APPLICATIONS

None.

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.