

7-30-07

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30 AM 10 22 22  
FINANCIAL SECTION

To the Director of the U. S. P.

Attached documents of the new address(es) below.

1. Name of conveying party(ies):  
**Foresee Results, Inc.**

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

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) **April 30, 2007**

- 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: **MMV Financial Inc.**

Internal

Address:

Street Address: **95 Wellington St. West  
22nd Floor  
Toronto**

City: **Toronto**

State: **Ontario**

Country: **Canada**

Zip: **M5J 2N7**

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

Citizenship **Canadian**  
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)

B. Trademark Registration No.(s)

**2,807,916**

Additional sheet(s) attached?  Yes  No

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

07/31/2007 **BYRNE** 00000046 2807916

40.00 DP

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

Name: **LaBarge Weinstein PC**

Internal Address:

Street Address: **515 Legget Drive  
Suite 800**

City: **Ottawa**

State: **Ontario**

Zip: **K2K 3G4**

Phone Number: **613-599-9600 x 264**

Fax Number: **613-599-0018**

Email Address: **js@lwlaw.com**

6. Total number of applications and registrations involved:

**1**

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ **40.00**

- 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 \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

**James Smith**

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **3**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

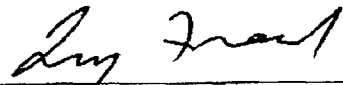
**CONFIRMATION OF GRANT OF SECURITY INTEREST**

This will confirm that, pursuant to a security agreement (hereinafter referred to as the "SA") dated April 30, 2007, between ForeSee Results, Inc., a corporation incorporated under the laws of the State of Delaware (hereinafter referred to as "ForeSee Results"), whose full post office address is 625 Avis Drive, Suite 200, Ann Arbor, MI, 48108 and MMV Financial Inc. (hereinafter referred to as "MMV"), a specialty finance corporation incorporated under the laws of Canada, whose full post office address is 95 Wellington Street West, 22<sup>nd</sup> Floor, Toronto, Ontario, M5J 2N7, and for good and valuable consideration, the receipt and sufficiency of which are hereby confirmed and acknowledged, ForeSee Results confirms that it has granted to MMV a security interest, lien and charge in all of ForeSee Results' right, title and interest in and to the assets listed on the Schedule attached hereto, including, without limitation, the copyrights, trademarks, patents and trademark and patent applications and registrations listed therein, and in and to any and all continuations, continuations-in-part, updates, developments, divisions, reissues and re-examinations which issue therefrom, the same to be held and enjoyed by MMV, strictly subject to the terms of the SA.

EXECUTED at 10:00 Am this 30<sup>th</sup> day of April, 2007.

**FORESEE RESULTS, INC.**

Per: \_\_\_\_\_

  
Name: Larry Freed  
Title: CEO and President

I have authority to bind the Corporation.

SCHEDULE OF COLLATERAL  
Financing Statement

DEBTOR: FORESEE RESULTS, INC.

SECURED PARTY: MMV FINANCIAL INC.

All right, title and interest of Debtor presently existing or which may hereafter arise, in, to and under all of its property of all kinds and descriptions, wherever the same may now or hereafter be located, now existing and/or owned and hereafter arising and/or acquired or in which Debtor as of the date hereof has or hereafter may acquire an interest (to the extent of such interest), including, without limitation, (i) all "accounts" of Debtor, whether now existing or hereafter arising, and all other claims for moneys due or to become due to Debtor, including (A) tax refunds and rights to receive tax refunds, insurance proceeds, condemnation awards, rights to refunds (including, without limitation, all amounts refunded or paid to Debtor as a result of such amounts being deemed voidable transfers in any insolvency or bankruptcy proceeding), contribution, subrogation and/or indemnification, and (B) reserves, "deposit accounts" and other monies now or at any time or times hereafter in the possession or under the control of the Secured Party, (ii) all instruments, files, records, ledger sheets and other documents, covering or relating to any of the Collateral as described herein, (iii) all "goods", including inventory of Debtor, whether now owned or hereafter acquired, and all "documents", (iv) all "equipment", including all machinery, fixtures, furniture and improvements, whether now owned or hereafter acquired, including any items substituted therefor as replacements, and any additions and accessions thereto, (v) all of Debtor's contract rights and "general intangibles", including interests in affiliates, partnerships and joint ventures, and all "instruments", (vi) all trademarks now or hereafter owned, adopted, used or which are being used by Debtor, and the applications and registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the trademarks, and all proceeds thereof including but not limited to any and all causes of action for infringement thereof and any and all royalties for any licenses thereof, (vii) all patents, together with any application, issue, reexamination, reissue, continuation, continuation-in-part, division, improvement, or extension thereof, and all proceeds thereof, including but not limited to any and all causes of action for infringement for the full term of the patents and any and all royalties for any licenses thereof, (viii) all domain names now or hereafter owned, adopted or used by Debtor, and the applications and registrations thereof, (ix) all work in progress, including but not limited to all reproduction and allied rights necessary for production, distribution, and exploitation of said work throughout the world in perpetuity and all copyrights therein and all renewals and extensions thereof, and all translations, adaptations and other versions of the work now made or hereafter created, (x) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware, (xi) all software programs (including both source code, object code and all related applications and data files) designed for use on the computers and electronic data processing hardware described in the preceding clause (x), (xii) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware and software described in the preceding clauses (x) and (xi), (xiii) all other personal property of Debtor whether now owned or hereafter acquired, (xiv) all "chattel paper" to which the Debtor has rights from time to time, and (xv) all products and "proceeds" and accessions, additions and substitutions of the items described in (i) through (xiv) above.

DBLIB:2847557.1\133805-00001

TRADEMARK  
REEL: 003596 FRAME: 0321

**SCHEDULE "I"**  
**INTELLECTUAL PROPERTY**

- Borrower is the owner of United States Patent Number 6,192,319, entitled, "Statistical Impact Analysis Computer System," which patents the methodology behind the American Customer Satisfaction Index (ACSI).
- Borrower owns all patent rights, copyrights, and trade secret rights in the proprietary software developed by CFI Group Worldwide, LCC on or about July 30, 2001, pursuant to the terms of the December 19, 2002 Assignment Agreement between CFI Software, LLC, CFI Group Worldwide, LLC and Borrower.
- Borrower has registered the service mark, "ForeSee Results" (United States Reg. No. 2,807,916). Borrower has common-law trademark rights with respect to its use of the logo (displayed below) and the phrase, "Measure Satisfaction. ForeSee Results."



- Borrower has reserved with Network Solutions, Inc. the following domain names:
  1. 4cresults.com
  2. 4csurvey.com
  3. 4seerresults.com
  4. customermetrics411.com
  5. customermetrics411.net
  6. customermetricsu.com
  7. customermetricsu.net
  8. forcresults.com
  9. forecresults.com
  10. foresee-results.com
  11. foreseeerresults.biz
  12. foreseeerresults.com
  13. foreseeerresults.info
  14. foreseeerresults.net
  15. foreseeerresults.org
  16. foreseeerresults.us
  17. foreseeerresults.ws
  18. foreseeetechnology.com
  19. forseerresults.com
  20. fourcresults.com
  21. fourseerresults.com
  22. freedyourmind.com
  23. freedyourmind.net