

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Assignment of Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bain & Company, Inc.		10/18/2007	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Satmetrix Systems, Inc.
Street Address:	950 Tower Lane, Suite 500
City:	Foster City
State/Country:	CALIFORNIA
Postal Code:	94404
Entity Type:	CORPORATION: CALIFORNIA

Name:	Fred Reichheld
Street Address:	40 Hampshire Road
City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02481
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Bain & Company, Inc.
Street Address:	131 Dartmouth Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78789466	NPS

CH \$40.00 78789466

CORRESPONDENCE DATA

Fax Number: (415)693-2222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-338-2943
Email: youngmly@cooley.com
Correspondent Name: Kimberly Herman
Address Line 1: 1 Post Office Square
Address Line 2: Suite 2300
Address Line 4: Boston, MASSACHUSETTS 02109-2129

ATTORNEY DOCKET NUMBER:	190910-100
NAME OF SUBMITTER:	Michael Young
Signature:	/Michael Young/
Date:	01/10/2008

Total Attachments: 5
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PARTIAL ASSIGNMENT OF TRADEMARKS

THIS PARTIAL ASSIGNMENT OF TRADEMARKS ("Agreement") is entered into effective October 18, 2007 by and between **BAIN & COMPANY INC.**, a Massachusetts corporation having its principal place of business in Boston, Massachusetts (hereafter "Bain"), and **SATMETRIX SYSTEMS, INC.** a California corporation having its principal place of business in Foster City, California (hereafter "Satmetrix") and **Fred Reichheld**, an individual currently residing in Wellesley, Massachusetts (hereafter "Reichheld") (Satmetrix and Reichheld collectively, the "Partial Assignees") and Satmetrix and the Partial Assignees each as a "Party" and together as the "Parties."

RECITALS

WHEREAS, each of Bain, Satmetrix and Reichheld are Parties to that certain Partial Assignment of Trademark dated on or about September 1, 2005 (the "Partial Assignment Agreement");

WHEREAS, pursuant to such Partial Assignment Agreement, Satmetrix granted to Bain and Reichheld a partial right, title and interest in the Mark (as Mark is defined in the Partial Assignment Agreement), together with the goodwill associated therewith; and the Parties set forth certain other rights and obligations with respect to exploitation of such Mark;

WHEREAS, pursuant to such Partial Assignment Agreement, Bain pursued and is pursuing registration of additional Sister Marks (as Sister Marks is defined in the Partial Assignment Agreement) listed in the attached Schedule A (the New Sister Marks"); and

WHEREAS, this Agreement shall serve to confirm each of the Partial Assignees' partial ownership, along with Bain, of said New Sister Marks, together with the goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants herein contained, the Parties hereto agree as follows:

1. Bain, on behalf of itself and its partners, affiliates, predecessors and successors in interest, transfers and assigns to Satmetrix a 33.33% indivisible interest in the New Sister Marks related to the Services and that part of the goodwill of Bain's business connected with the use of, and symbolized by, the New Sister Marks, and transfers and assigns to Reichheld a 33.33% indivisible interest in the New Sister Marks related to the Services and that part of the goodwill of Bain's business connected with the use of, and symbolized by, the New Sister Marks. Bain shall promptly execute any required documents to accomplish the transfer and partial assignment of said right, title and interest in the New Sister Marks and record said documents with the United States Patent and Trademark Office and official foreign national trademark mark registries as appropriate to accurately reflect that the Marks are jointly-owned by Bain and the Partial Assignees.

2. The Partial Assignees acknowledge that Bain maintains a 33.33% ownership interest in the New Sister Marks and that Bain shall continue to maintain responsibility for the prosecution, and maintenance of the New Sister Marks.

3. Should Bain or the Partial Assignees decide to pursue registration of the word mark NPS, NET PROMOTER SCORE and/or NPS NET PROMOTER SCORE in any jurisdiction, the corresponding applications and resulting registrations shall be jointly-owned (33.33% percent each) by Bain and the Partial Assignees (the "Additional Marks"). Bain shall pay for all costs associated with the prosecution, and maintenance of the Additional Marks if Bain and/or Reichheld (not Satmetrix) pursues registration of any Additional Marks. Reichheld shall not prosecute, maintain or enforce any New Sister Mark or any Additional Marks without the prior written consent of Bain. Each Party hereto shall have the right to market and sell Services as identified by the New Sister Marks and/or Additional Marks in connection with data and analysis obtained by such Party, by another Party hereto or from any other source without the consent of any other Party.

4. Each of the Partial Assignees and Bain shall use its/his best efforts to police the use and display of the New Sister Marks and Additional Marks, if any, in online and hardcopy media, and each of the Parties shall inform the other Parties in writing upon becoming aware of third party uses and/or displays of the New Sister Marks and/or Additional Marks which it/he considers an infringing use. Upon written notice to Bain, Satmetrix may enforce any New Sister Mark or any Additional Marks and shall pay for all costs associated with said enforcement.

5. This Agreement and the rights acquired under this Agreement, including without limitation, rights in and to the Mark (notwithstanding any language to the contrary in the Partial Assignment Agreement), New Sister Marks and the Additional Marks, if any, and all associated goodwill, are assignable or transferable (by operation of law or otherwise) only upon prior written notice of the non-assigning Parties. For purposes of this Agreement, such assignment or transfer includes a change of control of the applicable Party. The terms and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, the permitted successors and assigns of the Parties hereto.

6. Notwithstanding business partner and affiliate licensing programs for the Net Promoter methodology which may be developed jointly by the Parties, a Party shall not license, sublicense or otherwise convey license rights to any third party without obtaining the prior written consent of the other Parties.

7. This Agreement contains the entire agreement between the Partial Assignees and Bain and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein. This Agreement shall only be amended or modified by a written agreement signed by all three Parties.

8. Nothing herein contained shall be construed to constitute the Parties hereto as partners or joint venturers or either as agent of the other and neither Party shall have the power to obligate or bind the other in any manner whatsoever.

9. This Agreement may be executed in counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made and performed entirely within California.


11. If a good faith dispute exists between or among the Parties with respect to a material matter under this Agreement (a "Dispute"), by written notice, a Party may require the other Party to submit the reasons for its position in writing and then to enter into good faith negotiations to attempt to resolve such Dispute for a period of thirty (30) days following such written notice. A Party shall have the right, at any time after good faith efforts have failed to resolve a Dispute, to make a written request of the other Party for a review of such matter by the appropriate and authorized officer of each Party ("Executive Review"). A Party shall exercise its right to request Executive Review by providing written notice to the other Party. An authorized officer of the Parties shall meet within thirty (30) days of the day such notice is delivered to the respective Parties, and shall engage in good faith efforts to resolve the Dispute. Any such decision by the authorized officers shall be binding on the Parties. If such Dispute cannot be settled by good faith negotiation between or among the Parties and by Executive Review within thirty (30) days of the commencement of such review, a Party may elect to submit the Dispute to mediation under the commercial Mediation Rules of the American Arbitration Association. If a Party so elects, the other Party shall submit to mediation. The mediator shall not have authority to impose a settlement upon the Parties, but shall attempt to help the Parties to reach a satisfactory resolution of the Dispute. The mediator shall end the mediation whenever, in the mediator's reasonable judgment, further efforts at mediation shall not contribute to a resolution of the Dispute. At such time, either Party shall be permitted to pursue whatever remedy is available to it under applicable law.

12. Each Party shall pay its respective fees and expenses incident to the negotiation, preparation and operation of this Agreement.

13. The Parties agree to market the Services and to use the New Sister Marks and Additional Marks, if any, in such a manner so as to preclude any likelihood of confusion. In the event a Party becomes aware of public confusion, they shall advise the other Parties in writing. The Parties shall thereafter consider and undertake adequate measures to prevent the likelihood of any future confusion from occurring.

[Signature Page to Follow]

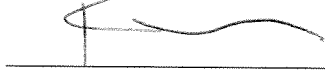
By and For Assignor
Bain & Company Inc.



October 16, 2007

Wendy Miller
Chief Marketing Officer

By and For Partial Assignee
Satmetrix Systems, Inc.




October 18, 2007

Richard Owen
Name

CEO
Title

By Partial Assignee
Fred Reichheld



October 18, 2007

SCHEDULE A

Trademarks subject to this Partial Assignment:

Mark	App. No. / Reg. No.	Int'l Class
NPS [United States]	App. 78/789,466	35
NPS NET PROMOTER SCORE [Canada]	App. 130821300	35
NPS NET PROMOTER SCORE [Mexico]	Reg. 942598	35
NPS NET PROMOTER SCORE [European Union]	Reg. 5097837	35
NPS NET PROMOTER SCORE [Australia]	App. 1115654	35
NPS NET PROMOTER SCORE [Japan]	Reg. 5028108	35
NPS [South Korea]	App. 41-2006-0013556	35