

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Market Force Information, Inc.		01/30/2008	CORPORATION: DELAWARE
Shop'N Chek, Inc.		01/30/2008	CORPORATION: DELAWARE
Hiller Sales & Marketing, Inc.		01/30/2008	CORPORATION: TEXAS
Certified Marketing Services, Inc.		01/30/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX Venture Finance LLC
Street Address:	245 Park Avenue
Internal Address:	19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2957643	LET-US-KNOW
Registration Number:	2933733	SNC-SHOP
Registration Number:	2851776	THE DIFFERENCE IS IN THE DETAILS
Registration Number:	2913565	SNC-WEB XPRESS
Registration Number:	2938590	SNC-COMPASS
Registration Number:	2731401	SNC-MANAGE
Registration Number:	2626031	SNC-QUERY
Registration Number:	2626030	SNC-BROWSE
Registration Number:	2289983	SHOP'N CHEK
Registration Number:	1968978	XPRESS REPORTING
Registration Number:	1517415	SHOP'N CHEK INC.

CH \$415.00 2957643

Serial Number:	77072200	TRIGGERED TRAINING
Serial Number:	78884470	MARKET FORCE INFORMATION
Serial Number:	78884463	MARKET FORCE INFORMATION
Serial Number:	78884468	SHOP'N CHEK
Serial Number:	78884475	SHOP'N CHEK WORLDWIDE INC

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: oleh.hereliuk@federalresearch.com
Correspondent Name: Federal Research Co.
Address Line 1: 1023 15th St., NW, Suite 401
Address Line 2: Attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	409825
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	04/01/2008

Total Attachments: 16

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MARKET FORCE INFORMATION, INC., a Delaware corp.
SHOP'N CHEK, INC., a Delaware corporation
HILLER SALES & MARKETING, INC., a Texas corporation
CERTIFIED MARKETING SERVICES, INC., a Delaware corp.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: SEE ABOVE
- Other _____

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ORIX VENTURE FINANCE LLC

Internal Address: 19th Floor

Street Address: 245 Park Avenue

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10167

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other LLC Citizenship United States

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)

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

Execution Date(s) January 30, 2008

- Assignment Merger
- Security Agreement Change of Name
- Other _____

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)

SEE SCHEDULE A ATTACHED HERETO

Additional sheet(s) attached? Yes No

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

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

Name: FEDERAL RESEARCH CORPORATION

Internal Address: ATTN: Oleh Hereliuk

Suite 401

Street Address: 1023 Fifteenth Street, NW

City: WASHINGTON

State: DC Zip: 20005

Phone Number: (202) 783-2700

Fax Number: (202) 783-0145

Email Address: Oleh.Hereliuk@federalresearch.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415.00

- 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: Wendy Ballot Huey
Signature

March 28, 2008
Date

Wendy Ballot Huey
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 30, 2008 by and between ORIX Venture Finance LLC ("ORIX") and Market Force Information, Inc., a Delaware corporation, Shop'n Chek, Inc., a Delaware corporation, Hiller Sales & Marketing, Inc., a Texas corporation (d/b/a/ Speedmark Information Services), Certified Marketing Services, Inc., a Delaware corporation (jointly and severally "Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement dated January 30, 2008 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation the copyrights, maskworks, software, computer programs and other works of authorship which are listed on Schedule C hereto and are registered with the United States Copyright Office, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

Notwithstanding the foregoing, the above grant of a security interest shall not include any such property:

(i) which is a license nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, sections 9406 and 9408 of the Code), and as to any licenses included in the foregoing Grantor represents and warrants that they are non-exclusive and replaceable on commercially reasonable terms;

(ii) if the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral, all of which Grantor represents and warrants are not material to its business; or

(iii) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, including without limitation the "intent-to-use" trademarks listed on Exhibit A to the Loan Agreement.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[Signatures on Next Page]

-1

Grantors:

Market Force Information, Inc.

By 
President or Vice President

Hiller Sales & Marketing, Inc.

By 
President or Vice President

Address of Grantors:

1877 Broadway, Suite 706
Boulder, CO 80302

Address of ORIX:

245 Park Avenue, 19th Floor
New York, NY 10167
Attention: Mr. Kevin Sheehan

Grantors:

Shop'n Chek, Inc.

By 
President or Vice President

Certified Marketing Services, Inc.

By 
President or Vice President

ORIX Venture Finance LLC

By _____
Kevin P. Sheehan,
President and CEO

Grantors:

Market Force Information, Inc.

By _____
President or Vice President

Hiller Sales & Marketing, Inc.

By _____
President or Vice President

Address of Grantors:

1877 Broadway, Suite 706
Boulder, CO 80302

Address of ORIX:

245 Park Avenue, 19th Floor
New York, NY 10167
Attention: Mr. Kevin Sheehan

Grantors:

Shop'n Chek, Inc.

By _____
President or Vice President

Certified Marketing Services, Inc.

By _____
President or Vice President

ORIX Venture Finance LLC

By Kevin P. Sheehan
Kevin P. Sheehan,
President and CEO

SCHEDULE A

Trademarks

Trademarks and Trademark Applications

**U.S. Trademarks:
Pending or Registered
with the United States
Patent and Trademark
Office**

	Application or Trademark No.	Issue or Filing Date	Expiration Date	Title
1.	Application REG. NO.: 2,957,643	Registered: May 31, 2005 Published: April 20, 2004		LET-US-KNOW INTL CLASS: 35 (Advertising & Business Services)
2.	Application REG NO.: 2,933,733	Registered: March 15, 2005 Published: April 20, 2004		SNC-SHOP Stylized Letters INTL CLASS: 9 (Electrical & Scientific Apparatus) STATUS: Registered; Intent to Use
3.	Application REG. NO.: 2,851,776	Registered: June 8, 2004 Published: November 25, 2003		THE DIFFERENCE IS IN THE DETAILS INTL CLASS: 35 (Advertising & Business Services) STATUS: Registered; Intent to Use
4.	Application REG. NO.: 2,913,565	Registered: April 5, 2005 Published: June 15, 2004		SNC-WEB XPRESS INTL CLASS: 35 (Advertising & Business Services) STATUS: Registered; Intent to Use
5.	Application REG. NO.: 2,938,590	Registered: April 5, 2005 Published: June 15, 2004		SNC-COMPASS INTL CLASS: 35 (Advertising & Business Services) STATUS: Registered; Intent to Use

	Application or Trademark No.	Issue or Filing Date	Expiration Date	Title
6.	Application REG. NO.: 2,731,401	Registered: July 1, 2003 Published April 8, 2003		SNC-MANAGE INTL CLASS: 35 (Advertising & Business Services) STATUS: Registered; Intent to Use
7.	Application REG. NO.: 2,626,031	Registered: September 24, 2002 Published August 28, 2001		SNC-QUERY Stylized Letters INTL CLASS: 35 (Advertising & Business Services) STATUS: Registered; Statement of Use – Registration Review complete; Intent to Use
8.	Application REG. NO.: 2,626,030	Registered: September 24, 2002 Published: August 28, 2001		SNC-BROWSE Stylized Letters INTL CLASS: 35 (Advertising & Business Services) STATUS: Registered; Intent to Use
9.	REG. NO.: 2,289,983	Registered: November 2, 1999 Published: August 10, 1999		SHOP'N CHEK Stylized Letters INTL CLASS: 42 (Scientific, technological & legal services) STATUS: Registered
10.	REG. No.: 1,968,978	Registered: April 16, 1996		XPRESS REPORTING INTL CLASS: 42 (Scientific, technological & legal services) STATUS: Registered; Section 8 – Accepted; Supplemental Register
11.	REG. No.: 1,517,415	Registered: December 20, 1988 Published: September 27, 1988		SHOP'N CHECK INC. and Design INTL CLASS: 35 (Advertising & Business Services) STATUS: Registered, Section 8 & 15 – Accepted & Acknowledged

	Application or Trademark No.	Issue or Filing Date	Expiration Date	Title
12.	Application No.: 77/072,200	Filed: December 27, 2006		TRIGGERED TRAINING: INTL CLASSES 35 (Advertising & Business Services), 38, and 42 (Scientific, technological & legal services)
13.	Application No.: 78/884,470	Filed: May 16, 2006		MARKET FORCE INFORMATION
14.	Application No.: 78/884,463	Filed: May 16, 2006		MARKET FORCE INFORMATION DESIGN MARK
				MARKET FORCE INFORMATION
15.	Application No.: 78/884,468	Filed: May 16, 2006		SHOP'N CHEK
16.	Application No.: 78/884,475	Filed: May 16,2006		SHOP 'N CHEK WORLDWIDE INC. DESIGN MARK



**FOREIGN
TRADEMARKS**

CANADA

17.	Application No. 1,322,624	Filed: November 2, 2006		MARKET FORCE INFORMATION
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	Application or Trademark No.	Issue or Filing Date	Expiration Date	Title
18.	Application No. 1,322,633	Filed: November 2, 2006		MARKET FORCE INFORMATION DESIGN MARK

MARKET FORCE
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19.	Application No. 1,322,626	Filed: November 2, 2006		SHOP'N CHEK
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20.	Application No. 1,356,353	Filed: July 19, 2007		SHOP'N CHEK
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21.	Application No. 1,322,629	Filed: November 2, 2006		SHOP 'N CHEK WORLDWIDE INC. DESIGN MARK
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22.	Application No. 1,357,138	Filed: July 25, 2007		SHOP 'N CHEK WORLDWIDE INC. DESIGN MARK
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EUROPEAN UNION

23.	International Registration No.: 906 212	Filed: November 1/2006	November 1, 2016	MARKET FORCE INFORMATION
		Registered: November 1, 2006		

	Application or Trademark No.	Issue or Filing Date	Expiration Date	Title
24.	International Registration No.: 906 211	Filed: November 1/2006 Registered: November 1, 2006	November 1, 2016	MARKET FORCE INFORMATION DESIGN MARK

MARKET FORCE
INFORMATION

25.	International Registration No.: 904 835	Filed: November 1/2006 Registered: November 1, 2006	November 1, 2016	SHOP'N CHEK
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26.	International Registration No.: 904 045	Filed: November 1/2006 Registered: November 1, 2006	November 1, 2016	SHOP 'N CHEK WORLDWIDE INC. DESIGN MARK
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shop'n chek
WORLDWIDE INC.

INTERNATIONAL REGISTRATIONS

27.	International Registration No.: 906 212	Filed: November 1/2006 Registered: November 1, 2006	November 1, 2016	MARKET FORCE INFORMATION
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28.	International Registration No.: 906 211	Filed: November 1/2006 Registered: November 1, 2006	November 1, 2016	MARKET FORCE INFORMATION DESIGN MARK
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MARKET FORCE
INFORMATION

	Application or Trademark No.	Issue or Filing Date	Expiration Date	Title
29.	International Registration No.: 904 835	Filed: November 1/2006 Registered: November 1, 2006	November 1, 2016	SHOP'N CHEK
30.	International Registration No.: 904 045	Filed: November 1/2006 Registered: November 1, 2006	November 1, 2016	SHOP 'N CHEK WORLDWIDE INC. DESIGN MARK 
JAPAN				
31.	International Registration No.: 906 212	Filed: November 1/2006 Registered: November 1, 2006	November 1, 2016	MARKET FORCE INFORMATION
32.	International Registration No.: 906 211	Filed: November 1/2006 Registered: November 1, 2006	November 1, 2016	MARKET FORCE INFORMATION DESIGN MARK 
33.	International Registration No.: 904 835	Filed: November 1/2006 Registered: November 1, 2006	November 1, 2016	SHOP'N CHEK
34.	International Registration No.: 904 045	Filed: November 1/2006 Registered: November 1, 2006	November 1, 2016	SHOP 'N CHEK WORLDWIDE INC. DESIGN MARK 

ADDITIONAL INTERNATIONAL MARKS

35. Registration of Trademark in Argentina for "SHOP'N CHEK, INC.", registered May 14, 2998. Registration Number 1.667.937.
36. Certificate of Registration of trademark in Australia for "Shop'n Chek". Registration No. B588753. Registered for a term expiring on October 20, 1999 and is renewable every fourteen (14) years thereafter.
37. Trademark in for "Shop'n Chek". Unable to read the language for country, etc.
38. Certificate of Registration in the Benelux territory for the "Shop'n Chek" service mark. The term expires on August 5, 2014, at which time the mark must be renewed.
39. Certificate of Registration in Brazil for the "Shop'n Chek" service mark, registered December 8, 1997. Registration Number 817918523.
40. Certificate of Registration with the Consumer and Corporate Affairs Canada for the "SNC-MANAGE" service mark, registered July 21, 1989. Registration Number 358609.
41. Registration in Chile for the "Shop'n Chek" service mark, registered October 18, 2001.
42. Certificate of Registration for the "Shop'n Chek" mark in the People's Republic of China, registered December 21, 2001. Registration Number 1687851.
43. Certificate of Registration for the "Shop'n Chek" mark in Columbia, registered September 23, 1997. Registration Number 201419.
44. Service mark registration for the "Shop'n Chek" mark in Costa Rica, registered October 22, 2001. Registration Number 124568.
45. Registration for the "Shop'n Chek" mark in the Dominican Republic, registered June 15, 2000. Registration Number 0113303.
46. Trademark Certificate of Registration for the "Shop'n Chek" mark in El Salvador, registered February 4, 2003. Registration Number 18.
47. Trade Mark Registration Certificate for the "Shop'n Chek" mark in the European Union, registered July 25, 1996. Registration Number 000319996.
48. Certificate of Registration for the "Shop'n Chek" mark in France, registered April 22, 1994. Registration Number 94/517 020.
49. Registration Certificate for the "Shop'n Chek" mark in Germany, registered June 29, 2004. Registration Number 2 904 023.
50. Registration Certificate for the "Shop'n Chek" mark in Guatemala, registered December 23, 1996. Registration Number 88,363.
51. Certificate of Registration for the "Shop'n Chek" mark in Honduras, registered June 7, 2002. Registration Number 8394/.
52. Notice of Registration for the "Shop'n Chek" mark in Japan, registered June 20, 1997. Registration Number 4016875.
53. Certificate of Registration for the "Shop'n Chek & design" mark in Mexico, registered April 14, 2004. Registration Number 463,469.

54. Trademark Renewal Certificate for the "Shop'n Chek" mark in New Zealand, registered October 20, 1992. Registration Number B222362.
55. Trademark Renewal Certificate for the "Shop'n Chek" mark in New Zealand, dated January 18, 2000. Registration Number B222362.
56. Certificate of Registration for the "Shop'n Chek & design" mark in the Democratic People's Republic of Korea, registered August 23, 2001. Registration Number 23512.
57. Certificate of Registration for the "Shop'n Chek" mark in the Philippines, registered November 28, 2000. Registration number 4-1996-110702.
58. Registration for the "Shop'n Chek" mark in Poland, registered November 8, 2000. Registration Number 117077.
59. Certificate of Registration for the "Shop'n Chek" mark in Singapore, registered February 1, 1997. Registration Number T97/01187B.
60. Renewal and Consolidation Certificate for the "Shop'n Chek" mark in Spain, dated August 20, 2004. Registration Number 2.610.181.
61. Registration for the "Shop'n Chek" mark in Thailand, registered October 13, 1998. Registration Number Bor6887.
62. Certificate of Registration for the "Shop'n Chek" mark in Trinidad and Tobago, registered April 24, 1998. Registration Number 25696.
63. Official Certificate of Registration for the "Shop'n Chek" mark in the United Kingdom, registered April 29, 1994. The mark has a term that expired April 29, 2001. Registration Number 1570263.
64. Certificate of Registration for the "Shop'n Chek" mark in Uruguay, registered October 16, 1998. Registration Number 306.793.
65. Certificate of Registration for the "Shop'n Chek" mark in Venezuela, registered June 18, 1999. Registration Number S-009953.
66. Certificate of Trademark Registration for the "Shop'n Chek" mark in Vietnam, registered September 26, 2001. Registration Number 46921.
67. Certificate of Registration for the "Shop'n Chek" mark in Austria. Registration Number AM455/96.
68. Certificate of Registration for the "Shop'n Chek" mark in Brazil. Registration Number 817918523.
69. Certificate of Registration for the "Shop'n Chek" mark in Canada. Registration Number TMA358,609.
70. Certificate of Registration for the "Shop'n Chek" mark in Chile. Registration Number 595.029.
71. Certificate of Registration for the "Shop'n Chek" mark in Czech Republic. Registration Number 209805.
72. Certificate of Registration for the "Shop'n Chek" mark in Nicaragua. Registration Number 47,194.

73. Certificate of Registration for the "Shop'n Chek" mark in Norway. Registration Number 215091.
74. Certificate of Registration for the "Shop'n Chek" mark in Panama. Registration Number 106791.
75. Certificate of Registration for the "Shop'n Chek" mark in South Africa. Registration Number 2001/13692.
76. Certificate of Registration for the "Shop'n Chek" mark in Switzerland. Registration Number 494712.
77. Certificate of Registration for the "Shop'n Chek" mark in India. Registration Number 1032219.
78. Certificate of Registration for the "Shop'n Chek" mark in Turkey. Registration Number 200114001.

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
A method of estimating customer loyalty, the method comprising:	61/023363	January 24, 2008
(1) surveying at least one actual customer of a business for customer satisfaction data;		
(2) obtaining operational feedback data about the business from at least one independent shopper after said independent shopper visits the business;		
(3) inputting said customer satisfaction data into a computerized loyalty model;		
(4) inputting said operational feedback data into said computerized loyalty model;		
(5) utilizing said computerized loyalty model to calculate a change in customer loyalty based on an operational parameter change to said business; and		
(6) reporting out said change in customer loyalty.		

SCHEDULE C

Copyrights registered with the United States Copyright Office

Description

Registration/
Application
Number

Registration/
Application
Date

None