

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Market Track, LLC		06/12/2008	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Allied Capital Corporation		
Street Address:	1919 Pennsylvania, NW		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77216890	FEATURE VISION	
CORRESPONDENCE DATA			
Fax Number:	(202)799-5144		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Thomas E. Zutic		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	ALLIED CAP.		
NAME OF SUBMITTER:	Thomas E. Zutic		
Signature:	/Thomas E. Zutic/		
Date:	07/08/2008		

OP \$40.00 77216890

Total Attachments: 7

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**ACKNOWLEDGMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgment of Intellectual Property Collateral Lien (this "Acknowledgment") dated as of June 12, 2008 is by and between Market Track, LLC, a Delaware limited liability company ("Grantor") and Allied Capital Corporation, a Maryland corporation, in its capacity as agent for certain Lenders (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantor, Market Track Holdings, LLC, a Delaware limited liability company ("Holdings"), The Northwestern Mutual Life Insurance Company and the Agent (as amended from time to time the "Credit Agreement"), the Lenders have agreed to provide certain loans to the Grantor;

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof by and between the Grantor, Holdings and the Agent (the "Security Agreement"), the Grantor granted to the Agent, for itself and the benefit of the Lenders, a security interest in the Collateral, as defined in the Security Agreement, to secure the Secured Obligations, as defined in the Security Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor is required to execute and deliver this Acknowledgment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Agent and the Lenders to enter into the Loan Documents and to make the loans thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgment shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgment to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Grantor reaffirms its grant to the Agent for the benefit of the Lenders, of a security interest in the Collateral and in addition to other grants in the Loan Documents grants to the Agent, for the benefit of the Lenders, a Lien on and security interest in all of its right, title and interest in, (herein referred to collectively as "Intellectual Property Collateral"), all of such Grantor's now owned and hereafter acquired, created or arising: (i) patents (including all rights corresponding thereto

throughout the world, and all improvements thereon), copyrights (including all renewals, extensions and continuations thereof), trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith) including the trademarks on **Schedule I**, mask works, and all applications and registrations related to any of the foregoing; (ii) financial, business, scientific, technical, economic or engineering information, whether tangible or intangible and however stored, compiled or memorialized; and (ii) all agreements, rights, options, reports or licenses related to any of the foregoing (including rights to sue for past, present and future infringements or violations of any of the foregoing).

Section 3. Acknowledgment. The security interests reaffirmed herein are granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgment and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

Section 4. Governing Law. This Acknowledgment shall be governed by and construed in accordance with the internal laws and decisions of the State of New York, without regard to the conflict of law principles thereof.

Section 5. Counterparts and Delivery. This Acknowledgment may be executed by manual or facsimile signature in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Signatures delivered by electronic methods have the same validity as signatures delivered in person.


Section 6. Successor and Assigns. This Acknowledgment shall be binding upon the Grantor and its successors and assigns and shall benefit the Agent and the Agent's successors and assigns, provided, that Grantor may not assign or transfer its rights or obligations under this Acknowledgment or any interest herein or delegate its duties hereunder without the prior written consent of the Agent.

Section 7. Amendment. This Acknowledgment may only be amended by a writing executed by the Grantor and the Agent.

{Signatures appear on the following page. }

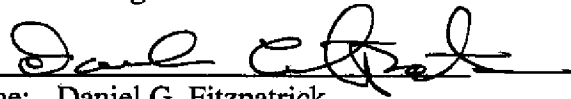
IN WITNESS WHEREOF, each party has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MARKET TRACK, LLC (effective upon
Consummation of the Merger)**

By: 

Name: James L. Streibich

Title: Manager

By: 

Name: Daniel G. Fitzpatrick

Title: Manager

Acknowledgment of Intellectual Property Collateral Lien
June 12, 2008


ALLIED CAPITAL CORPORATION, as the Agent

By: _____

Name: Frank Izzo

Title: Managing Director

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN]

TRADEMARK
REEL: 003811 FRAME: 0746

SCHEDULE I
to
ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY LIEN

TRADEMARK REGISTRATIONS

A. TRADEMARK APPLICATIONS

Jurisdiction	Mark	Application No. (filing date)	International Class and Goods/ Services	Status
U.S.	FEATURE VISION	77/216,890 (06/27/2007)	IC 036: "providing market research services for others in the form of daily tracking and reporting of ads placed by retailers and other advertisers in print and other forms of media in various markets"	Pending
Canada	FEATURE VISION	1,358,758 (08/07/2007)	IC 035: "providing market research services for others in the form of daily tracking and reporting of ads placed by retailers and other advertisers in print and other forms of media in various markets"	Pending

B. LIST OF URLS/DOMAIN NAMES:

Domain Name	Expiration
adalyze.bz	04/14/09
adalyze.com	04/14/09
adalyze.net	04/14/09
adalyze.org	04/14/09
adalyze.us	04/14/09
adklips.com	09/18/09
adlert.com	07/08/10
adtegiec.bz	04/14/09
adtegiec.com	04/14/09
adtegiec.net	04/14/09
adtegiec.org	04/14/09
adtegiec.us	04/14/09
adthority.bz	04/14/09
adthority.net	04/14/09
adthority.org	04/14/09
adthority.us	04/14/09
adview.net	03/14/11
adview2.net	07/25/11
adview3.net	06/16/08
adviewflashreports.com	02/07/10
apimaconsulting.com	08/19/11
catsllc.com	06/29/13
cat-track.com	06/04/13
featureadinsight.biz	08/23/09
featureadinsight.com	08/23/09
featureadinsight.net	08/23/09
featureadinsight.org	08/23/09
featureadinsight.us	08/23/09
featureadvisor.biz	01/31/09
featureadvisor.bz	01/31/09
featureadvisor.co.uk	01/31/09
featureadvisor.com	01/31/09
featureadvisor.de	01/31/09
featureadvisor.eu	01/31/09
featureadvisor.info	01/31/09
featureadvisor.name	01/31/09
featureadvisor.net	01/31/09
featureadvisor.org	01/31/09

Domain Name	Expiration
featureadvisor.tv	01/31/09
featureadvisor.us	01/31/09
featureadvisor.ws	01/31/09
featurevision.biz	01/31/09
featurevision.bz	01/31/09
featurevision.com	09/13/10
featurevision.name	01/31/09
featurevision.org	01/31/09
featurevision.tv	01/31/09
market-advantage.com	07/09/10
marketadvantage.net	07/09/10
markettrack.biz	11/28/08
markettrack.bz	11/28/08
markettrack.cc	11/28/08
markettrack.com	03/07/15
markettrack.eu	11/28/08
markettrack.eu.com	11/28/08
markettrack.info	11/28/08
markettrack.mobi	11/28/08
markettrack.net	04/06/10
markettrack.org	11/28/08
markettrack.tv	11/28/08
markettrack.tw	11/28/08
markettrack.us	11/28/08
markettrack.us.com	11/28/08
mediatrack.net	04/25/09
mktadvantage.com	12/02/10
mktadvantage.net	06/26/10
mtadlert.com	01/18/09
mtadview.com	09/07/11
mtmobay.com	05/03/10
retailscout.com	10/22/09
whycats.com	10/31/11