

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SurveyMonkey.com LLC		04/07/2009	LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	SurveyMonkey.com, LLC		
Street Address:	815 NW 13th Avenue		
Internal Address:	Suite D		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97205		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3111658	SURVEYMONKEY.COM	
CORRESPONDENCE DATA			
Fax Number:	(503)274-7979		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	drasmussen@pfglaw.com		
Correspondent Name:	Dale Rasmussen		
Address Line 1:	1030 SW Morrison		
Address Line 4:	Portland, OREGON 97205		
NAME OF SUBMITTER:	Dale G. Rasmussen		
Signature:	/Dale G. Rasmussen/		
Date:	04/10/2009		
Total Attachments: 2			

OP \$40.00 3111658

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made and entered into on April 7, 2009, ("Effective Date"), by and between SurveyMonkey.com LLC, an Oregon limited liability company ("Assignor") and SurveyMonkey.com, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Contribution Agreement, dated as of the Effective Date, by and among Assignor, Assignee, SM Holdco LLC, a Delaware limited liability company, Ryan Finley and Christian Finley ("Contribution Agreement"), Assignor has assigned, and Assignee has acquired, all of Assignor's right, title and interest in, to and under certain assets, including, without limitation, Assignor's names, assumed fictional business names, trade names, trade dress, logos, slogans, registered and unregistered trademarks, service marks and applications for registration therefor, and other indicia of source, together with the goodwill associated therewith, including, without limitation, the trademark registrations listed in Annex A hereto, and all related intellectual property (the "Trademarks"); and

WHEREAS, for the purpose of further evidencing such assignment, Assignor has agreed to execute and deliver to Assignee this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee Assignor's entire right, title and interest in, to and under the Trademarks, for the United States and all foreign countries, including (without limitation) (i) all renewals thereof, all registrations thereof, including (without limitation) the registrations listed in Annex A hereto, and all common law right, title and interest therein, and (ii) all income, royalties or payments due or payable as of the Effective Date or thereafter, including (without limitation) all rights to sue and recover damages for any past, present or future infringements, misappropriations, dilutions or other unauthorized uses of any of such intellectual property, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns or other legal representatives.

Assignor hereby authorizes the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in applicable foreign countries, to record, with effect from the Effective Date, Assignee as the assignee and owner of the Trademarks.

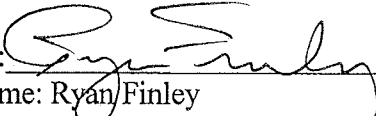
This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their undersigned officers duly authorized, as of the Effective Date.

[Signature page follows.]

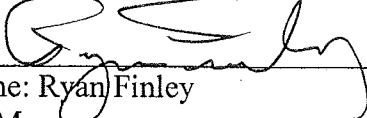
SURVEYMONKEY.COM LLC


SURVEYMONKEY.COM, LLC

By: 
Name: Ryan Finley
Its: Manager
Date: April 7, 2009

By: 
Name: Christian Finley
Its: Manager
Date: April 7, 2009

By: SurveyMonkey.com LLC
Its: Member

By: 
Name: Ryan Finley
Its: Manager
Date: April 7, 2009

By: 
Name: Christian Finley
Its: Manager
Date: April 7, 2009

{SurveyMonkey - Trademark Assignment Agreement}