

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
Invoke Solutions, Inc.		08/24/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	North Atlantic SBIC IV, L.P.		
Street Address:	Two City Center		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04101		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77717488	INVOKE SOLUTIONS	
Serial Number:	77717496	SIMPLY A BETTER RESEARCH EXPERIENCE	
Serial Number:	77717502	ENGAGE ANALYTICS	
Serial Number:	77717511	INVOKE	
CORRESPONDENCE DATA			
Fax Number:	(617)345-1300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-345-1341		
Email:	matm@nixonpeabody.com		
Correspondent Name:	Michelle A. Massicotte, Esq.		
Address Line 1:	100 Summer Street		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	043689-13		
NAME OF SUBMITTER:	Michelle A. Massicotte		

CH \$115.00 77717488

Signature:	/Michelle A. Massicotte/
Date:	08/24/2009
Total Attachments: 7 source=Invoke Security Agreement (Marks)#page1.tif source=Invoke Security Agreement (Marks)#page2.tif source=Invoke Security Agreement (Marks)#page3.tif source=Invoke Security Agreement (Marks)#page4.tif source=Invoke Security Agreement (Marks)#page5.tif source=Invoke Security Agreement (Marks)#page6.tif source=Invoke Security Agreement (Marks)#page7.tif	

SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS) (this "**Agreement**") is made as of August 24, 2009 by and between INVOKE SOLUTIONS, INC., a Delaware corporation having its principal place of business located at 375 Totten Pond Road, Waltham, MA 02451 (the "**Borrower**") and NORTH ATLANTIC SBIC IV, L.P., a Delaware limited partnership having its principal place of business located at Two City Center, Portland, ME 04101 ("**North Atlantic**"), as agent for the Purchasers (defined below) (when acting in such capacity, the "**Agent**").

All capitalized terms not defined herein but defined in the First Amended and Restated Parent Security Agreement – All Assets, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Security Agreement**") by and between the Borrower and the Agent, shall have the meanings given to such terms in the Security Agreement.

Preliminary Statements:

WHEREAS, pursuant to a certain Purchase Agreement, dated of even date herewith (the "**Purchase Agreement**"), by and among (i) the Borrower; (ii) North Atlantic, Bain Capital Venture Fund 2001, L.P., a Delaware limited partnership, BCIP Associates III, LLC, a Delaware limited liability company, BCIP Associates III-B, LLC, a Delaware limited liability company, and RGIP, LLC, a Delaware limited liability company (collectively "**Bain**"); Brand Equity Ventures II, L.P., a Delaware limited partnership ("**BEV**" and, together with North Atlantic and Bain, the "**Purchasers**"); and (iii) the Agent, the Company will issue and sell to the Purchasers certain 14.00% Senior Subordinated Secured Debentures due February 19, 2013, from the Company, made payable to the order of the Purchasers, in the aggregate original principal amount of One Million Dollars (\$1,000,000.00);

WHEREAS, the Borrower owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the "**Marks**"); and

WHEREAS, in order to induce the Purchasers and the Agent to enter into the Purchase Agreement, and as a supplement to the Security Agreement, the Agent has requested, and the Borrower has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Purchasers and the Agent to enter into the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Agent as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Purchase Agreement), the Borrower does hereby grant to the Agent for the ratable benefit of the Purchasers a continuing security interest in and to the Marks and all General Intangibles connected with the use of or related to any and all Marks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the

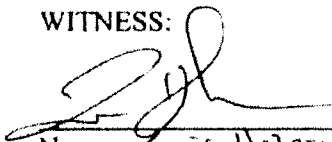
Marks and the applications therefor, all in accordance with the terms and provisions of the Security Agreement.

2. The Borrower and the Agent hereby expressly acknowledge and agree that all of the rights and remedies of the Agent with respect to the security interest granted hereby are more fully set forth in the Security Agreement.

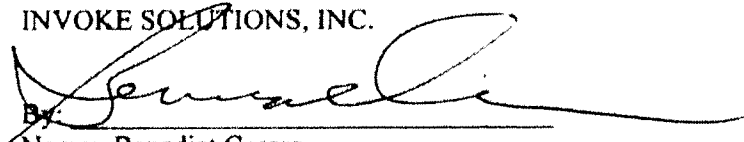
[Signatures to follow on separate page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:


Name: Louis Haberman

INVOKE SOLUTIONS, INC.


By: _____
Name: Benedict Cesare
Title: President and Chief Executive Officer

WITNESS:

Name:

NORTH ATLANTIC SBIC IV, L.P.

By: NORTH ATLANTIC INVESTORS
SBIC IV, LLC, its general partner

By: _____
Name: David Coit
Title: Managing Director

[Signature Page to Security Agreement (Trademarks)]

TRADEMARK
REEL: 004051 FRAME: 0819

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

WITNESS:

INVOKE SOLUTIONS, INC.

Name:

By: _____
Name: Benedict Cesare
Title: President and Chief Executive Officer

WITNESS:

NORTH ATLANTIC SBIC IV, L.P.


Name:

By: NORTH ATLANTIC INVESTORS
SBIC IV, LLC, its general partner

By: _____
Name: David Coit
Title: Managing Director

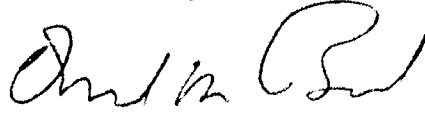
[Signature Page to Security Agreement (Trademarks)]

TRADEMARK
REEL: 004051 FRAME: 0820

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 24th day of August, 2009, before me, the undersigned notary public, personally appeared Benedict Cesare, as President and Chief Executive Officer of Invoke Solutions, Inc., a Delaware corporation, proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of Invoke Solutions, Inc., for its stated purpose.



Notary Public
My commission expires: May 5, 2011
[AFFIX NOTARIAL SEAL]

STATE OF MAINE

_____ County, ss.

On this ___ day of August, 2009, before me, the undersigned notary public, personally appeared David Coit, as Managing Director of North Atlantic Investors SBIC IV, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of North Atlantic Investors SBIC IV, LLC, for its stated purpose.

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

[Signature Page to Security Agreement (Trademarks)]

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

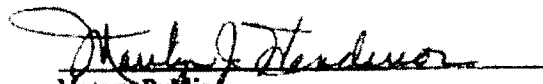
On this ___ day of August, 2009, before me, the undersigned notary public, personally appeared Benedict Cesare, as President and Chief Executive Officer of Invoke Solutions, Inc., a Delaware corporation, proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of Invoke Solutions, Inc., for its stated purpose.

Notary Public
My commission expires:
[AFFIX NOTARIAL SEAL]

STATE OF MAINE

Chimberland County, ss.

On this 24th day of August, 2009, before me, the undersigned notary public, personally appeared David Coit, as Managing Director of North Atlantic Investors SBIC IV, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Security Agreement (Trademarks), and acknowledged to me that he signed it voluntarily, for and on behalf of North Atlantic Investors SBIC IV, LLC, for its stated purpose.



Notary Public

My commission expires:
[AFFIX NOTARIAL SEAL] MARILYN J. HENDERSON
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES JANUARY 29, 2011

[Signature Page to Security Agreement (Trademarks)]

TRADEMARK
REEL: 004051 FRAME: 0822

SECURITY AGREEMENT (TRADEMARKS)

by and between

INVOKE SOLUTIONS, INC., a Delaware corporation (the "**Borrower**")

and

NORTH ATLANTIC SBIC IV, L.P., a Delaware limited partnership (the "**Agent**")

List of U.S. Registered Marks (and Applications therefor)

Schedule 1

The following trademarks registered with, and the following trademark applications pending with, the United States Patent and Trademark Office, are owned by the Borrower:

Trademark	Serial No.	Registration No.	Date of Registration
INVOKE SOLUTIONS	77/717,488		
SIMPLY A BETTER RESEARCH EXPERIENCE	77/717,496		
ENGAGE ANALYTICS	77/717,502		
INVOKE	77/717,511		