

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:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77717488	INVOKE SOLUTIONS	
Serial Number:	77717496	SIMPLY A BETTER RESEARCH EXPERIENCE	
Serial Number:	77717511	INVOKE	
Serial Number:	77717502	ENGAGE ANALYTICS	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	1501 Wilson Boulevard		
Address Line 2:	Suite 510		
Address Line 4:	Arlington, VIRGINIA 22209		
ATTORNEY DOCKET NUMBER:	9080810		
NAME OF SUBMITTER:	Christopher E. Kondracki		

CH \$115.00 77717488

900142359

TRADEMARK
REEL: 004055 FRAME: 0968

Signature:	/Christopher E. Kondracki/
Date:	09/01/2009
Total Attachments: 9 source=Invoke#page1.tif source=Invoke#page2.tif source=Invoke#page3.tif source=Invoke#page4.tif source=Invoke#page5.tif source=Invoke#page6.tif source=Invoke#page7.tif source=Invoke#page8.tif source=Invoke#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 24, 2009 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Bank") and **INVOKE SOLUTIONS, INC.**, a Delaware corporation, with its principal place of business at 375 Totten Pond Road, Suite 400, Waltham, Massachusetts 02451 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of August 24, 2009 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

INVOKE SOLUTIONS, INC.

375 Totten Pond Road, Suite 400
Waltham, Massachusetts 02451

By:  _____

Attn: Louis Haberman

Title: CFO

BANK:

Address of Bank:

SILICON VALLEY BANK

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

By: _____

Attn: Mr. Brendan Quinn

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

INVOKE SOLUTIONS, INC.

375 Totten Pond Road, Suite 400
Waltham, Massachusetts 02451

By: _____

Title: _____

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

By: *Paul A. Bran*

Title: *Senior Vice President*

Attn: Mr. Brendan Quinn

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Physical Filing date	Serial #	Title	Country	Publication Number	Patent Number	Docket Date	Item Description
10/22/2002	55039/01	Large Group Interactions via Mass Communication Network	Australia		782127	5/1/2010	Granted
10/31/2002	2,407,849	Large Group Interactions via Mass Communication Network	Canada			5/1/2010	Pending
11/1/2002	2001-580624	Large Group Interactions via Mass Communication Network	Japan	2003-532220		5/1/2008	Pending
10/25/2002	10/258,822	Large Group Interactions Via Mass Communication Network	USA		7,092,821	2/15/2010	Granted
11/1/2002	01808937.2	Large Group Interactions via Mass Communication Network	China	CN1427969A		9/3/2009	Pending
10/22/2002	152413	Large Group Interactions via Mass Communication Network	Israel				Pending
10/23/2002	200206454-1	Large Group Interactions via Mass Communication Network	Singapore		92500	5/1/2010	Granted
10/31/2002	PA/a/2002/010760	Large Group Interactions Via Mass Communication Network (amended)	Mexico		225319	5/1/2010	Granted
11/29/2002	01928177.3	Large Groups Interactions Via Mass Communication Network	EPO			5/1/2010	Pending
4/23/2003	03102863.7	Large Groups Interactions Via	Hong Kong				Pending

Physical Filing date	Serial #	Title	Country	Publication Number	Patent Number	Docket Date	Item Description
		Mass Communication Network					
11/6/2003	10/534,136	Survey System	USA				Pending
6/7/2005	03810571.4	Survey System	EPO			11/6/2009	Pending
5/6/2005	2504984	Survey System	Canada				Pending
						11/6/2009	
7/5/2006	11/428,626	Large group interactions Via Mass Communication Network	US				Pending
3/5/2007	60/904,786	Point of experience survey	US provisional	WO2008/107880		3/5/2009	Filed

EXHIBIT C

Trademarks

1. **INVOKE SOLUTIONS** – USA - Serial No. 77/717,488, Filed 20 April 2009 – Class 42
– Status: Pending
2. **SIMPLY A BETTER RESEARCH EXPERIENCE** – USA – Serial No. 77/717,496,
Filed 20 April 2009 – Class 42 – Status: Pending
3. **ENGAGE ANALYTICS** – USA - Serial No. 77/717,502, Filed 20 April 2009 – Class 42
– Status: Pending
4. **INVOKE** - USA - Serial No. 77/717,511, Filed 20 April 2009 – Class 42 – Status:
Pending

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None