# OP \$140.00 7747694

# 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
New Strategic Oxygen, LLC		111/30/2009	LIMITED LIABILITY COMPANY: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Forrester Research, Inc.	
Street Address:	100 Technology Square	
City:	Cambridge	
State/Country:	MASSACHUSETTS	
Postal Code:	02139	
Entity Type:	CORPORATION: DELAWARE	

# PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77476946	СЫ
Registration Number:	3629041	COMMUNICATIONS PROPENSITY INDEX
Registration Number:	2958668	ENGRAM
Registration Number:	2958669	INE
Registration Number:	3269043	INFORMATION NETWORK ENGRAM

### **CORRESPONDENCE DATA**

Fax Number: (202)408-4400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2024084000

Email: docketing@finnegan.com

Correspondent Name: FINNEGAN, HENDERSON et al.

Address Line 1: 901 New York Avenue, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER: 10956.0017-00000

TRADEMARK

REEL: 004114 FRAME: 0001

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NAME OF SUBMITTER:	Lawrence R. Robins	
Signature:	/Lawrence R. Robins/	
Date:	12/15/2009	
Total Attachments: 7 source=FORRESTERASSIGNMENT#page1.tif source=FORRESTERASSIGNMENT#page2.tif source=FORRESTERASSIGNMENT#page3.tif source=FORRESTERASSIGNMENT#page4.tif source=FORRESTERASSIGNMENT#page5.tif source=FORRESTERASSIGNMENT#page6.tif source=FORRESTERASSIGNMENT#page7.tif		

TRADEMARK
REEL: 004114 FRAME: 0002

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("<u>Assignment Agreement</u>"), dated as of December 1, 2009 (the "<u>Effective Date</u>"), is by and between New Strategic Oxygen, LLC, a Delaware limited liability company (the "<u>Assignor</u>") and Forrester Research, Inc., a Delaware corporation ("<u>Assignee</u>").

### WITNESSETH:

WHEREAS, Assignor has adopted, used or acquired certain trademarks, identified on Schedule A hereto (said trademarks, including all common law rights, registrations and applications for registrations thereof, together with the goodwill of the business in connection with which the trademarks are used and all rights to sue and recover for past infringements or wrongful uses thereof everywhere in the world, being referred to herein as the "Assigned Marks"); and

WHEREAS, Assignor, as the owner of the Assigned Marks, and Assignee wish to enter into this Assignment Agreement to consummate Assignee's acquisition and the transfer by Assignor to Assignee of all right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

- 1. <u>Transfer of Assigned Marks</u>. Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Assigned Marks, together with any and all renewals and extensions of the applications or registrations for the Assigned Marks that may be secured under any applicable law now or hereafter in effect, and the right to oppose an application to register a trademark or cancel a registration for a trademark which may be confusing with the Assigned Marks.
- 2. <u>Cooperation</u>. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):
  - in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Assigned Marks;
  - (ii) in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with the Assigned Marks, including testifying as to any facts relating to the Assigned Marks or this Assignment Agreement (however, in the event of any opposition, interference, infringement suit or other proceedings that may arise in connection with the Assigned Marks or this Assignment Agreement, Assignee shall bear the entire cost thereof including reimbursing Assignor for any substantiated expenses or

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TRADEMARK
REEL: 004114 FRAME: 0003

disbursements associated with such actions and shall be entitled to retain the entire amount of any recovery or settlement, and Assignor may, if it so desires, also be represented by counsel of its own selection, the fees for which counsel shall be paid by Assignor); and

- (iii) in the implementation or perfection of this Assignment Agreement.
- 3. <u>Binding Provisions</u>. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 4. <u>Governing Law.</u> This Assignment Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts without reference to the choice of law principles thereof.

[Remainder of Page Intentionally Left Blank; Signature Page Follows Immediately]

-2-

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment Agreement as of the Effective Date.

Name: Mund Supported Strategic Oxygen, LLC

By: Monitor Company Group GP, LLC, its Manager

Name: Robert J. Samuelson

Title: Chief Financial Officer

COMMONWE	ALTH OF MASSACHUSE	TTS )			
COUNTY OF	MIDDLESEX	)	:SS		
The for by <u>Michael</u> act and deed, an	egoing instrument was acknowled the free act and deed of sa	id company.	ne this 3.	day of Nove f Forrester Resea	aber, 2009, arch, Inc., as his
My commission	ı expires:	Notary Public			
	Ryan D. Darrah, N My Commission Expires Se	otary Public ptember 11, 2009			
COMMONWE	ALTH OF MASSACHUSE	ITS )			
COUNTY OF		)	:ss		
Robert J. Samue	egoing instrument was ack elson, the Chief Financial O n, LLC, as his act and deed,	officer of Monitor C	ompany (	Group GP LLC, 1	
		Notary Public	NPA-84		
		My commission	n evnires	z•	

Notary Page to Trademark Assignment Agreement

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment Agreement as of the Effective Date.

FORRESTER RESEARCH, INC.
By:
Name:Title:
NEW STRATEGIC OXYGEN, LLC
By: Monitor Company Group GP, LLC, its Manager
By: Robert J. James
Name: Robert J. Samuelson Title: Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS	)				
COUNTY OF	)	:ss			
The foregoing instrument was acknowled by, theact and deed, and the free act and deed of said co		me this <u>30</u> * of	day of _ Forrester	November Research, Inc.,	, 2009 as his
	Notary Public				A
My commission expires:	,				
COMMONWEALTH OF MASSACHUSETTS	,				
COUNTY OF Middlesy	)	:ss			
The foregoing instrument was acknow Robert J. Samuelson, the Chief Financial Office Strategic Oxygen, LLC, as his act and deed, and	er of Monitor (	Company Grand deed of say	roup GP 1	LLC, manager o	

DONNA M. WING
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 17, 2012

# Schedule A

Name:	Country:	Registration Number:
Communications Propensity Index	United States	3629041
Engram	United States	2958668
INE	United States	2958669
Information Network Engram	United States	3269043
CPI	United States	Pending

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**RECORDED: 12/15/2009** 

**TRADEMARK** 

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