#### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Market Force Information, Inc.		03/14/2011	CORPORATION: DELAWARE
Certified Marketing Services, LLC		1103/1 <i>4/2</i> 011	LIMITED LIABILITY COMPANY: DELAWARE
Shop'n Chek, LLC		1103/1 <i>4/2</i> 011	LIMITED LIABILITY COMPANY: DELAWARE
Hiller Sales & Marketing, LLC		1103/1 <i>4/2</i> 011	LIMITED LIABILITY COMPANY: TEXAS

#### **RECEIVING PARTY DATA**

Name:	Escalate Capital Partners SBIC I, L.P.		
Street Address:	300 West Sixth St., Suite 2250		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Serial Number: 78884470		MARKET FORCE INFORMATION	

#### **CORRESPONDENCE DATA**

Fax Number: (214)758-1550

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

Phone: 214-758-1509

Email: wwalker@pattonboggs.com

Correspondent Name: Vicky Walker, Patton Boggs LLP

Address Line 1: 2000 McKinney Avenue, Suite 1700

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 023854.0133

TRADEMARK REEL: 004498 FRAME: 0244 \$40.00 78884470

900186389

NAME OF SUBMITTER: Vicky Walker, Senior Paralegal				
Signature: /Vicky Walker/				
Date:	03/15/2011			
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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 14, 2011 by and between Escalate Capital Partners SBIC I, L.P. ("Lender") and MARKET FORCE INFORMATION, INC., a Delaware corporation (the "Company"), CERTIFIED MARKETING SERVICES, LLC, a Delaware limited liability company, SHOP'N CHEK, LLC, a Delaware limited liability company, and HILLER SALES & MARKETING, LLC, a Texas limited liability company (collectively with the Company, the "Borrowers" and individually, each a "Borrower").

#### **RECITALS**

Lender has agreed to make certain Advances of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and among Lender and Borrowers dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

#### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between a Borrower and Lender, each Borrower grants to Lender a security interest in all of such Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

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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.

#### Address of Borrower:

248 Centennial Parkway Suite 150 Louisville, CO 80027

#### **BORROWER:**

MARKET FORCE INFORMATION, INC., a Delaware corporation

By:
Name: MAN MAIEN
Title: PAN DENT

CERTIFIED MARKETING SERVICES, LLC, a Delaware limited liability company

By:
Name: MAN
Title: HISTORY

SHOP'N CHEK, LLC, a Delaware limited liability company

HILLER SALES & MARKETING, LLC, a Texas limited liability company

By:
Name: NAPL MAILER
Title: PRESSER

#### Address of Lender:

300 West Sixth Street **Suite 2250** Austin, Texas 78701

#### LENDER:

ESCALATE CAPITAL PARTNERS SBIC I, L.P., a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC, its general partner

Name:

Title:

# SCHEDULE A Copyrights

None.

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## SCHEDULE B

### Patents

Borrower	Country	Filing Date and Application Number	Registration Date and Number	Mark and Class	Description
Market	United	1/24/2008	Pending	Loyalty Lift	Method and
Force	States			Patent	apparatus for
Information,		61/023,363			determining the
Inc.					effect of mystery
					shopping information
					on customer loyalty
Market	United	2/17/2009	Pending	Surelock	Method and system
Force	States			Fraud	for mitigating survey
Information		61/153,126		Detection	fraud
				System	
Market	Canada	4/9/2009	Pending	Surelock	Method and system
Force				Fraud	for mitigating survey
Information		TBD		Detection	fraud
				System	

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## $\underline{\text{SCHEDULE C}}$

## Trademarks

Borrower	Title	Country	Filing Date	Application/ Trademark Number
Market Force Information, Inc.	MARKET FORCE INFORMATION DESIGN MARK	USA	Filed: May 16, 2006	78/884,470
	MARKET FORCE INFORMATION			
Market Force Information	MARKET FORCE INFORMATION	International Registration	Filed: November 1/2006	906 212
			Registered: November 1, 2006	
			Expires: November 1, 2016	
Market Force Information	TELL US ABOUT US	Canada	Filed: June 25, 2010	770,648
Market Force Information	MARKET FORCE INFORMATION	Canada	Filed: May 16, 2006	78/884,470

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