## 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
Opinionology, LLC		107/05/2011 I	LIMITED LIABILITY COMPANY: UTAH

## **RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Administrative Agent	
Street Address:	500 West Monroe Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60661	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3082403	OPINION OUTPOST
Registration Number:	3054317	WESTERN WATS
Registration Number:	2768958	HUMANVOICE
Registration Number:	2713382	LIGHTSPRING
Serial Number:	85160373	{N}FUSION
Serial Number:	85280936	REAL CUSTOMERS

#### **CORRESPONDENCE DATA**

Fax Number: (312)577-4688

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

Phone: (312)577-8416

carole.dobbins@kattenlaw.com Email: Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

**REEL: 004576 FRAME: 0433** 

**TRADEMARK** 

ATTORNEY DOCKET NUMBER:	207170-00433
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	07/06/2011
Total Attachments: 5 source=tsa-opinionology#page1.tif source=tsa-opinionology#page2.tif source=tsa-opinionology#page3.tif source=tsa-opinionology#page4.tif source=tsa-opinionology#page5.tif	

TRADEMARK REEL: 004576 FRAME: 0434

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 5, 2011, is made by Opinionology, LLC, a Utah limited liability company ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

# WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 5, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

- <u>Section 1.</u> <u>Defined Terms.</u> Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):
  - i. all of its Trademarks, including, without limitation, those referred to on <u>Schedule 1</u> hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, the Trademark Collateral shall not include any Excluded Property.

- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

By: Name: Day, a Hayne !

Title: CEO

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION as Administrative Agent

By: Name: Title:

TRADEMARK SECURITY AGREEMENT- OPINIONOLOGY

TRADEMARK REEL: 004576 FRAME: 0437

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

OPINIONOLOGY, LLC, as Grantor

By: \_\_\_\_\_Name: Title:

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION as Administrative Agent

By: Reth & Troper Name: Beth L Troper Title: Duly Suther Ed Signetony

TRADEMARK SECURITY AGREEMENT- OPINIONOLOGY

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

Trademark Name	Application Number / Application Date	Registration Number / Registration Date
Opinion Outpost	78/616480	3082403
	4/25/05	4/18/06
Western Wats	78/548283	3054317
	1/15/05	1/31/06
Humanvoice	76/431221	2768958
	7/15/02	9/30/03
Lightspring	76/430904	2713382
	7/15/02	5/6/03
Opinionology	77928853	N/A
	2/5/10	
{n} Fusion	85160373	N/A
	10/25/10	
real customers	85/280,936	N/A
	3/30/11	

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**RECORDED: 07/06/2011**