

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
Market2Customer LLC		10/25/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Caltius Partners IV, LP, as Agent
Street Address:	11766 Wilshire Blvd., Suite 850
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2574158	ACTION SEGMENTATION
Registration Number:	3850484	ADVOCATE PORTRAIT
Registration Number:	2738644	BRAND INTENT
Registration Number:	3176864	BRANDING FOR RESULTS
Registration Number:	2286083	CONSUMER PORTRAIT
Registration Number:	2283729	CUSTOMER PORTRAIT
Registration Number:	3095940	EMPLOYEE PORTRAIT
Registration Number:	2317203	GROWTHPATH
Registration Number:	2900110	M2C
Registration Number:	2897464	M2C
Registration Number:	2867086	MARKET2CUSTOMER
Serial Number:	85191891	MEMORY MATTERS

CORRESPONDENCE DATA

900205493

**TRADEMARK
 REEL: 004648 FRAME: 0103**

CH \$315.00 2574158

Fax Number: (312)902-1061
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	333624-9
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	10/25/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

October 25, 2011

WHEREAS, Market2Customer LLC, a Delaware limited liability company, (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, reference is made to that certain Investment Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Investment Agreement**”; unless otherwise specified herein, capitalized terms used herein shall have the meanings ascribed to them in the Investment Agreement), by and among Monitor Company Group Limited Partnership (the “**Borrower**”), the other Credit Parties party thereto including Grantor, Caltius Partners IV, LP, a Delaware limited partnership, as Agent for the Holders party thereto (in such capacity, the “**Agent**”) and the Holders; and

WHEREAS, pursuant to (i) a Security Agreement dated as of the date hereof to which the Grantor is a party (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Agent for the benefit of the Holders a continuing security interest in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Agent, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each trademark owned by the Grantor, including, without limitation, each trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark;
- (ii) each trademark license to which the Grantor is a party, including, without limitation, each trademark license identified in

[Trademark Security Agreement]

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Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any trademark owned by the Grantor (including, without limitation, any trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any trademark license (including, without limitation, any trademark license identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Agent's name, from time to time, in the Agent's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement to which the Grantor is a party or the Investment Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Agent pursuant to the Security Agreement to which the Grantor is a party. The Grantor acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement to which the Grantor is a party, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Trademark Security Agreement]

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date hereof.

MARKET2CUSTOMER LLC

By: Robert S Lurie

Name: Robert S. Lurie

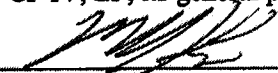
Title: President and Chief Executive Officer

[Trademark Security Agreement]

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CALTIVUS PARTNERS IV, LP, as Agent

By: CP IV, LP, its general partner

By: 

Name: Michael Kane
Title: Managing Director

[Trademark Security Agreement]

Schedule 1

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Action Segmentation	2,574,158	28-May-2002
Advocate Portrait	3,850,484	21-Sep-2010
Brand Intent	2738644	15-Jul-2003
Branding For Results	3,176,864	28-Nov-2006
Consumer Portrait	2,286,083	12-Oct-1999
Customer Portrait	2,283,729	05-Oct-1999
Employee Portrait	3,095,940	23-May-2006
Growthpath	2,317,203	08-Feb-2000
M2C	2,900,110	02-Nov-2004
M2C (plus arrow design)	2,897,464	26-Oct-2004
Market2Customer	2,867,086	27-Jul-2004

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>
Memory Matters	85/191,891