

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
MarketTools, Inc.		01/04/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SurveyMonkey Inc.		
Street Address:	285 Hamilton Avenue, Suite 500		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3938118	REAL, UNIQUE AND ENGAGED	
Registration Number:	3732051	SURVEYSCORE	
Registration Number:	3732095	TRUESAMPLE	
Registration Number:	3416703	Z	
Registration Number:	3416704	ZOOMERANG	
Registration Number:	3249088	ZOOMPANEL	
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
Phone:	Heather A. Dunn		
Email:	karl.hamel@dlapiper.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105		

CH \$165.00 3938118


ATTORNEY DOCKET NUMBER:	371037-19
NAME OF SUBMITTER:	Heather A. Dunn
Signature:	/Heather A. Dunn/
Date:	01/04/2012
Total Attachments: 3 source=TMAssign-MarketTools&SurveyMonkey#page1.tif source=TMAssign-MarketTools&SurveyMonkey#page2.tif source=TMAssign-MarketTools&SurveyMonkey#page3.tif	

Trademark Assignment Agreement

This Trademark Assignment is made and entered into as of January 4, 2012 (this "Trademark Assignment"), by and between MarketTools, Inc., a Delaware corporation ("Assignor"), and SurveyMonkey Inc., a Delaware corporation ("Assignee"). Assignor is the surviving entity in that certain merger agreement with TPG SM Holdings, L.P. ("TPG SM") dated as of December 13, 2011.

RECITALS

A. Assignor desires to transfer its rights, interests and claims in, and title to all of the trademarks and service marks set forth in the table below, together with the common law rights and goodwill associated therewith, and the United States registrations therefor.

Trademark	Status	Reg. No.	Reg. Date
REAL, UNIQUE AND ENGAGED	Registered	3938118	March 29, 2011
SURVEYSCORE	Registered	3732051	December 29, 2009
TRUESAMPLE	Registered	3732095	December 29, 2009
 Z Design	Registered	3416703	April 29, 2008
ZOOMERANG	Registered	3416704	April 29, 2008
ZOOMPANEL	Registered	3249088	June 5, 2007

B. Under the terms of that certain Asset Contribution Agreement dated as of December 13, 2011 by and between TPG SM and Assignee, Assignor has agreed, among other things, to transfer to Assignee all of Assignor's rights, interests and claims in, and title to the trademarks and service marks set forth in the table above, together with the common law rights and goodwill associated therewith and the registrations therefor.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby contributes, conveys, grants, sets over, assigns and transfers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire worldwide right, interest and claim in, and title to the trademarks and service marks set forth in the table above, together with the common law rights and goodwill associated therewith and the registrations therefor, together with the right to sue for and collect upon all claims for profits and damages as a result of past infringement of the trademarks and service marks set forth in the table above, if any, in each case whether now existing or hereafter created, together with the proceeds thereof (collectively, the "Trademarks").

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR
MarketTools, Inc.

By:  _____

Name: Scott Arnold

Title: President

ASSIGNEE
SurveyMonkey Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

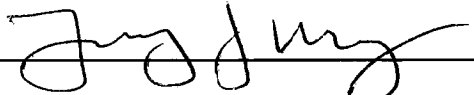
ASSIGNOR
MarketTools, Inc.

By: _____

Name: _____

Title: _____

ASSIGNEE
SurveyMonkey Inc.

By:  _____

Name: TIMOTHY J. MALY

Title: VP, BUSINESS OPERATIONS & FINANCE