

## 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
SurveyMonkey Inc.		01/05/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SurveyMonkey.com, LLC		
Street Address:	285 Hamilton Ave		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	LIMITED LIABILITY COMPANY: 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:	415 836-2557		
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:	Heather A. Dunn		
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:	Karl Hamel
Signature:	/Karl Hamel/
Date:	01/05/2012
Total Attachments: 3 source=TMAssign-SurveyMonkeyIncToLLC#page1.tif source=TMAssign-SurveyMonkeyIncToLLC#page2.tif source=TMAssign-SurveyMonkeyIncToLLC#page3.tif	

## Trademark Assignment Agreement

This Trademark Assignment (this "Trademark Assignment") is made and entered into as of January 5, 2012 (the "Effective Date") by and between SurveyMonkey Inc., a Delaware corporation ("Assignor"), and SurveyMonkey.com, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

A. Assignor is the owner of the entire right, title and interest in and 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.

<b>Trademark</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
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. Assignor has agreed, among other things, to transfer ownership to Assignee 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 transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest in and 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, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto (collectively, the "Trademarks").

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may


reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder. Upon written request by Assignee, Assignor hereby further agrees that Assignor will sign all lawful papers, execute such documents, make all lawful oaths and otherwise provide reasonable assistance to aid Assignee and its successors, assigns and nominees to enforce the Trademarks in all countries.

Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

[INTENTIONALLY LEFT BLANK]

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 Effective Date.

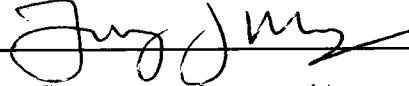
ASSIGNOR  
SurveyMonkey Inc.

By:  \_\_\_\_\_

Name: TIMOTHY J. MALY

Title: VP, BUSINESS OPS & FINANCE

ASSIGNEE  
SurveyMonkey.com, LLC

By:  \_\_\_\_\_

Name: TIMOTHY J. MALY

Title: VP, BUSINESS OPS & FINANCE