

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																											
NATURE OF CONVEYANCE:	SECURITY INTEREST																											
CONVEYING PARTY DATA																												
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Eliza Corporation</td> <td></td> <td>06/14/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Eliza Holding Corp.</td> <td></td> <td>06/14/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Elizalive, Inc.</td> <td></td> <td>06/14/2012</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Eliza Corporation		06/14/2012	CORPORATION: DELAWARE	Eliza Holding Corp.		06/14/2012	CORPORATION: DELAWARE	Elizalive, Inc.		06/14/2012	CORPORATION: DELAWARE												
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RECEIVING PARTY DATA																												
Name:	Silicon Valley Bank, as Administrative Agent																											
Street Address:	275 Grove Street, Suite 2-200																											
City:	Newton																											
State/Country:	MASSACHUSETTS																											
Postal Code:	02466																											
Entity Type:	CORPORATION: CALIFORNIA																											
PROPERTY NUMBERS Total: 8																												
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3128298</td> <td>ELIZA</td> </tr> <tr> <td>Registration Number:</td> <td>3092316</td> <td>ELIZA</td> </tr> <tr> <td>Registration Number:</td> <td>3049377</td> <td>ELIZA</td> </tr> <tr> <td>Registration Number:</td> <td>3125723</td> <td>ELIZA</td> </tr> <tr> <td>Registration Number:</td> <td>2845364</td> <td>A HEALTHY DISCUSSION</td> </tr> <tr> <td>Serial Number:</td> <td>85502001</td> <td>EEI</td> </tr> <tr> <td>Serial Number:</td> <td>85502600</td> <td>ELIZA ENGAGEMENT INDEX (EEI)</td> </tr> <tr> <td>Serial Number:</td> <td>85450750</td> <td>THE UNMENTIONABLES</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3128298	ELIZA	Registration Number:	3092316	ELIZA	Registration Number:	3049377	ELIZA	Registration Number:	3125723	ELIZA	Registration Number:	2845364	A HEALTHY DISCUSSION	Serial Number:	85502001	EEI	Serial Number:	85502600	ELIZA ENGAGEMENT INDEX (EEI)	Serial Number:	85450750	THE UNMENTIONABLES	
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Serial Number:	85450750	THE UNMENTIONABLES																										
CORRESPONDENCE DATA																												
Fax Number:	3026365454																											
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																												
Phone:	800-927-9801 x2348																											

Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	06/14/2012
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Total Attachments: 7

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ADDENDUM TO TRADEMARK COVER PAGE

Additional names of conveying parties:

ELIZA HOLDING CORP., a Delaware corporation
ELIZALIVE, INC., a Delaware corporation

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of June 14, 2012, is entered into by and among **ELIZA CORPORATION**, a Delaware corporation (the "**Borrower**"), **ELIZA HOLDING CORP.**, a Delaware corporation ("**Holdings**"), **ELIZALIVE, INC.**, a Delaware corporation ("**ElizaLive**"; ElizaLive, together with Borrower and Holdings, are, individually, a "**Grantor**", and collectively, the "**Grantors**") and **SILICON VALLEY BANK** (the "**Assignee**"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of June 14, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Guarantee and Collateral Agreement**"), among the Assignee, the Grantors and certain of the Grantors' affiliates, and (ii) that certain Credit Agreement, dated as of June 14, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**"), between, among others, certain of the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

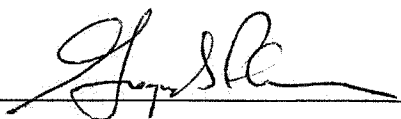
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____

Name: Gregory S. Pachus

Title: Managing Director

Address of Assignee:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attention: Mr. Greg Pachus
Fax: (617) 969-4395
Email: gpachus@svb.com

GRANTORS:

ELIZA CORPORATION

By: _____

Name: Jeffrey Patulak

Title: Chief Financial Officer and Vice President

ELIZA HOLDING CORP.

By: _____

Name: Jeffrey Patulak

Title: Chief Financial Officer and Vice President

ELIZALIVE, INC.




By: _____

Name: Jeffrey Patulak

Title: Chief Financial Officer and Vice President

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Registrant	Trademark	Registration No.	Registration Date
Eliza Corporation	ELIZA	3,128,298	15-Aug-2006
Eliza Corporation		3,092,316	16-May-2006
Eliza Corporation		3,049,377	24-Jan-2006
Eliza Corporation		3,125,723	08-Aug-2006
Eliza Corporation	A HEALTHY DISCUSSION	2,845,364	25-May-2004

Applications of Registration of Trademarks

<u>Registrant</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
Eliza Corporation	EEI	85/502,001	22-Dec-2011
Eliza Corporation	Eliza Engagement Index (EEI)	85/502,600	22-Dec-2011
Eliza Corporation	THE UNMENTIONABLES	85/450,750	19-Oct-2011

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